

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017 TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531 WEBSITE: www.kenton.kyschools.us Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

3/18/19

AGENDA ITEM (ACTION ITEM):

Consider/Approve the Contract Extension Agreement for Before and After School Programs with Children, Inc. for the 2019-2020 School Year.

APPLICABLE BOARD POLICY:

Fiscal Management 04.32 AP.1

HISTORY/BACKGROUND:

The Kenton County Board of Education originally awarded the Before and After School Programs at the May 7, 2018, Board Meeting. This Contract Extension Recommendation is to exercise the first of three (3) optional renewals. White's Tower Elementary, Ryland Heights Elementary, Summit View Academy, River Ridge Elementary, and Taylor Mill Elementary elected to accept the services offered by Children, Inc. as proposed through the Request for Proposal Process.

FISCAL/BUDGETARY IMPACT:

Due to the variability of services the Fiscal/Budgetary impact was unable to be calculated.

RECOMMENDATION:

Approve the Contract Extension Agreement for Before and After School Programs with Children, Inc. for the 2019-2020 School Year.

CONTACT PERSON:

David Lloyd and Rob Haney

Principal

District Administrator

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.

Principal -



Services

Before School program is a morning program designed to meet the needs of parents whose schedule requires child care before school starts. The programs run on site from 6:30am or 7:00am (depending on location) until the start of the school day.

After School programs create schedules that promote an environment of continued learning. Our schedule includes a wide array of activities that focus on: Service Learning, Social Emotional Learning (SEL), Kidz Lit, STEM, Junior Achievement, enrichment clubs and academic success. Each day offers a blend of structured and unstructured activities allowing students the freedom to choose. The activities are developmentally appropriate for each age level served. Students are grouped by grade level and activities are provided for the students to work together in those age groups. Activities are also offered that encourage mixed age groups that foster cooperation and team work.

In-School Preschool increase learning time for half day preschoolers to a full day of preschool education, and are open beyond the regular preschool day to accommodate working parents. Our teachers work closely with your school's preschool and kindergarten teachers to align lesson plans and learning goals.

Cost

Program	Participation Level	Cost
Registration fee	Per family	\$25/annually
Before School	Per child (two day a week minimum)	\$6/day; \$27 a week for 5 days
After School	Per child (two day a week minimum)	\$12/day; \$54/week
Before & After full-time	Per child	\$70/week
Pre K Program	Per day	\$165/week and \$33/day with a
V TOTAL CONTROL CONTRO		Three day minimum

CI's After School Program for Kenton County is \$12 a day with a 2 day minimum. Before school is \$6 with a two day minimum.CI has a one-time per school year registration fee of \$25 per family which is more cost effective than other providers. CI offers a \$3 sibling discount for full time families in school-10% for Before and After Kindergarten Program. If families are enrolled in all three programs (Before, After, and Before and After Kindergarten Program) they receive discount). Kenton County School District employees receive a 10% monthly tuition discount.

CI has a financial eligibility specialist and also has a partnership with Brighton Center to provide a Family Development Coach and Financial literacy classes as needed. We are Child Care Assistance Program (CCAP) eligible and offer sliding scale fees to assist families.

PARTNER AGREEMENT

KENTON COUNTY SCHOOLS AND CHILDREN, INC.

This Agreement entered this ___ day of ____, 2019 between Kenton County School District (KCSD) and Children, Inc., a not for profit corporation ("CI"), whose address is 333 Madison Avenue, Covington, Kentucky 41011.

This Memorandum of Understanding memorializes the agreement between the KCSD and CI for the operation of Before School Programs (BSP), After School Programs (ASP) and preschool (pre k).

I. GENERAL TERMS

The BSP/ASP and PRE K will benefit the children eligible by geographic determination specified by the KCSD and children of KCSD employees.

The BSP/ASP and PRE K will be staffed, operated and managed by CI, and is a manner in conformity with all laws, regulations and procedures applicable to day care and preschool facilities.

KCSD shall provide adequate and appropriate space for the operation of the BSP/ASP and PRE K at the school.

The BSP/ASP and PRE K shall provide before and/or after school care for children enrolled at the particular school location.

In essence, the BSP/ASP and PRE K are CI's programs and KCSD is merely providing the space in a school setting for their operation. The BSP/ASP AND PRE K shall be financially and programmatically independent of the District.

II. SCHEDULE

BSP/ASP and PRE K shall operate during the school calendar year and be in operation on days that school is in session.

The BSP shall not operate if the school declares a morning delay. The ASP shall not operate if the school declares an early dismissal prior to the end of the regular school day.

II. FACILITIES AND EQUIPMENT

A. KCSD shall supply a space deemed appropriate for the location of a licensed day care program as required by the Kentucky Cabinet for Families and Children, Division of Child Care Licensing and Regulation ("Cabinet"), including an indoor space appropriate for operation for a BSP/ASP and PRE K and an outdoor ground area for large motor activities and/or indoor motor area such as a gym as required by the Cabinet. All building and outdoor maintenance, utilities, and custodial service are at no cost to CI.

B. CI will equip the space with supplies appropriate for the operation of the BSP/ASP AND PRE K.

III. PERSONNEL

- A. CI shall provide, at its sole expense, site staff as needed to maintain the staff/child ratios set forth by the Cabinet. A director and visiting supervisor shall provide oversight and support to the site staff. The recruitment, hiring/firing, and training and supervision of all personnel shall be the sole responsibility and expense of CI.
- B. Personnel hired for the BSP/ASP and PRE K are employees of the CI and are not employees or agents of KCSD for any purpose.
- C. All BSP/ASP AND PRE K personnel shall meet the licensure requirements of their occupations and any additional requirement set forth by the Cabinet.
- D. CI shall provide, and be solely responsible for, at its expense, all employer related taxes, workers' compensation and eligible fringe benefits for its employees. In addition, CI shall be responsible for providing substitutes for absent employees.
- E. CI shall evaluate their employees to determine suitability for ongoing employment at the center.
- F. CI personnel, as a condition of their employment location being at KCSD;
- I. Shall consent and be subject to a criminal background check and a child abuse and neglect (CAN) check in accordance to 922 KAR 1:470 and a background check from any previous state of residence for the last 5 years. CI is responsible to obtain and cover costs associated these checks. A copy shall remain on-site at the BSP/ASP AND PRE K program. Licensing prohibits the employment of any individual found to have a substantiated abuse or neglect charge or convicted of a crime pursuant to KRS 17.165 (5).
- ii. Shall abide by directives of the school administration respecting student safety and the orderly conduct of the school building.

IV. PROGRAM

A. The BSP/ASP and PRE K shall be managed and operated by CI in accordance to the regulations of the Cabinet for day care, and when eligible, participate in Kentucky's KIDS NOW voluntary quality initiative. CI shall provide supervision of its Director of the BSP/ASP and PRE K programs.

V. COST REIMBURSMENT

A. Tuition shall be funded through state child care subsidies to qualifying parents, and parent tuition. CI shall provide billing to the state and parents for this reimbursement with no involvement or responsibility of the District.

VI. TITLE TO PROPERTY

- A. All property, equipment, materials, and supplies provided by CI shall remain the property of CI and shall be returned to CI upon termination of this Agreement.
- B. All property, equipment, materials, and supplies provided by KCSD shall remain the property of the District.

VII. INSURANCE

CI shall procure and maintain comprehensive liability insurance for a minimum of one million dollars (\$1,000,000) with umbrella coverage for an additional two million dollars (\$2,000,000). KCSD shall be named an additional insured on the policy.

VIII. HOLD HARMLESS

- A. CI shall hold KCSD harmless and indemnify it from any liability, cost and expense, including any cost of defending any claims, arising from or in connection with the BSP/ASP and PRE K program and/or its activities and CI's recruitment, hiring/firing, training and supervision of its staff. CI warrants that it does not discriminate on the basis of race, creed, age, gender or disability.
- B. KCSD shall hold harmless and indemnify CI from any liability, cost and expense, including any cost of defending any claims, arising from or in connection with the management and operation of the school, buses, or caused by any defect within the building or grounds.

IX. TERMINATION

This Agreement may be terminated for any reason by either party upon 30 days written notice.

In the event enrollment is not sufficient to support CI's operation of the BSP/ASP and PRE K, CI will notify the school and enrolled families in a timely manner.

X. MISCELLANEOUS

This Memorandum of Understanding may be modified if in writing and signed by both parties. This Memorandum of Understanding sets forth the entire Agreement of the parties. Each party warrants the signor has the authority to enter into this Memorandum of Understanding on behalf of the respective entity.

CHILDREN, INC.		
by:		
	Date	
Its:		
Title		
KENTON COUNTY SCHOOL DISTRICT		
by:		
	Date	
Its:		
Title		