

Kenton County School District | *It's about ALL kids.*

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

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Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

April 25, 2019

AGENDA ITEM (ACTION ITEM):

Consider/Approve Approval of Memorandum Of Understanding with UpSpring, LLC for Summer 360

APPLICABLE BOARD POLICY:

01.11: General Powers and Duties of the Board

HISTORY/BACKGROUND:

UpSpring, LLC and the Kenton County School District wish to arrange to provide academic services for identified McKinney-Vento children during the summer with the agreement outlined in the attached Memorandum of Understanding. The Summer 360 program has been providing summer camps for homeless children for over 10 years in the Cincinnati area. This will be the 4th year, UpSpring has partnered with the Kenton County School District to offer a summer program for our McKinney-Vento students.

FISCAL/BUDGETARY IMPACT:

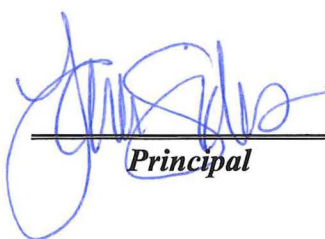
The KCSD will provide one math teacher and one reading teacher to support UpSpring's expansion to include 6th and 7th graders for KCSD students identified as McKinney Vento during the 2019 summer program. This will be funded through Title IV. Teachers will be paid based on the KCSD supplemental salary schedule.

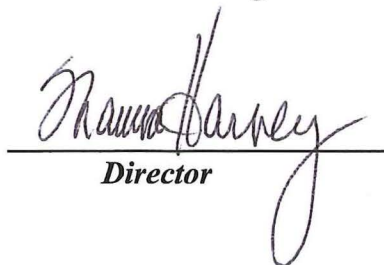
RECOMMENDATION:

It is recommended that the Board approve the Memorandum Of Understanding with UpSpring, LLC.

CONTACT PERSON:

Tara Sides, Director of Reducing Barriers to Learning


Principal


Director


Superintendent

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities*."

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made on the 25th day of March 2019, ("Effective Date") by and between UpSpring, LLC an Ohio nonprofit ("UpSpring") and Kenton County Schools ("Kenton"), a Kentucky public school system;

WITNESSETH

WHEREAS, it is in the best interests of Kenton and the communities it serves for Kenton to arrange for academic services focused on at-risk children during the summer months with an educational program designed to engage and support such children ("Summer 360") and a vendor qualified and experienced in developing and delivering such a program;

WHEREAS, Kenton has decided to provide such services to its students by establishing an agreement with UpSpring to provide Summer 360 at its facilities;

WHEREAS, UpSpring has employees, and/or independent contractors consisting of sufficient and qualified teachers and program directors to provide Summer 360 at Kenton's facilities;

WHEREAS, UpSpring desires to provide Summer 360 at Kenton's facilities and Kenton desires to assure itself of the services of UpSpring in such capacity in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, In consideration of the promises, covenants, terms, and conditions herein contained, the parties agree as follows:

1. Term of Agreement

Subject to any provisions herein allowing for termination of this Agreement shall be for a period of **6 weeks beginning on June 6, 2019 and continuing through July 18, 2019** (the "Initial Term"). Thereafter, this Agreement may be automatically renewed the following year for successive terms of 7 weeks (each summer) if the Parties agree to do so by giving not less than one hundred eighty (180) days prior written notice to the other party.

2. Responsibilities of Kenton

Kenton's duties and responsibilities hereunder shall include, but not be limited to, the following:

- A. Kenton shall identify target students to participate in Summer 360 and shall enroll the same.
- B. Kenton shall provide school facilities in which to conduct Summer 360. The classrooms allocated to Summer 360 will be open from 7:00 am to 5:00 pm – Monday through Friday. No program access will be granted on the weekends.

Kenton's classrooms will be available as follows:

- | | |
|-------------------------------------|-------------------|
| i. Summer 360 Staff Training Days | June 6 and 7 |
| ii. Summer 360 program | June 10 – July 18 |
| iii. Day of Reflection and Clean-up | July 19 |

- C. Kenton shall provide the following food program for students participating in Summer 360:
 - i. Breakfast meal
 - ii. Lunch meal
- D. Kenton shall ensure that Summer 360 classrooms have desks, Wi-Fi and whiteboards / chalkboards available to the Summer 360 teacher / program director and students. Classrooms will have appropriate furniture (varying sizes) for the students (of varying ages).
- E. Kenton shall provide janitorial service to the classrooms.
- F. Kenton shall arrange and provide bus transportation for students to and from the program enrolled in Summer 360 who reside in Kenton County at no cost.
- G. Kenton shall review its safety and security policies with Summer 360 camp staff.
- H. Kenton will provide one (1) math teachers and one (1) reading teacher to support middle school programming.

3. **Responsibilities of UpSpring**

UpSpring's duties and responsibilities hereunder shall include, but not be limited to, the following:

- A. UpSpring shall provide a teacher/program director for Summer 360.
- B. UpSpring shall provide teaching supplies, textbooks, teaching material & handouts required for Summer 360.
- C. Upspring will be responsible for transportation for field trips and activities during the day not related to transportation to and from school at cost. Kenton will provide an invoice to UpSpring for the cost of providing this transportation.
- D. UpSpring shall ensure that at the close of Summer 360, each classroom provided by Kenton is returned to the same condition & configuration as it existed at the commencement of Summer 360.

4. Relationship of the Parties; Compliance with Laws, Regulations, and Standards

In the performance of the duties and obligations imposed on UpSpring by this Agreement, it is mutually understood and agreed that UpSpring and its teachers are at all times acting as independent contractors with respect to Kenton. Except as provided herein, Kenton shall not have any control or direction over the manner, methods, or means by which UpSpring and the teachers perform their work and functions. The sole interest of Kenton is to provide a physical space and accommodation for conducting the Summer 360 program. As a result of this Agreement, neither UpSpring nor any teacher involved in the program shall have any claim against Kenton for any employee benefits, including, but not limited to, life and hospitalization insurance benefits, pension or retirement benefits, Worker's Compensation, Social Security, disability benefits, unemployment benefits, or any other employee benefits of any kind.

5. Insurance

At all times while this Agreement is in effect, UPSRING shall provide and maintain, at UPSRING's sole cost and expense, general liability insurance for itself and each teacher with minimum primary coverage limits of One Million Dollars (\$1,000,000.00) per incident and Two Million Dollars (\$2,000,000.00) annual aggregate. The terms of all such insurance policies shall be subject to Kenton's approval. UPSRING shall furnish to Kenton a certificate of such insurance coverage, a legible copy of all insurance policies providing such coverage, and a copy of each periodic renewal thereof at the time of issuance. Such coverage shall be purchased from a carrier that is either approved and authorized to transact insurance in Kentucky or permitted as an eligible surplus lines carrier to do business in Kentucky by the Kentucky Department of Insurance.

6. Termination

Either party shall have the right to terminate this Agreement on thirty (30) days prior written notice to the other party. In the event that such timely notice is given, this Agreement shall terminate and will be of no further force or effect except as otherwise provided.

7. Assignment, Delegation, and Subcontracting

UpSpring shall not assign any right, delegate any duty, or subcontract any part of this Agreement without first obtaining the prior written consent of Kenton.

8. Governing Law

This Agreement shall be governed by and construed according to the laws of Commonwealth of Kentucky, and Kenton County, Kentucky shall be the sole and exclusive venue for any state court proceeding, which may arise out of this Agreement.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto and with respect to the subject matter hereof. In addition, there are no covenants, warranties, or representations between the parties with respect to the subject matter hereof other than as contained herein.

10. Modification of Agreement

Any matter of agreement herein contained may be altered from time to time by the written consent of both parties hereto without in any way affecting the remainder of the Agreement. Any such modification shall be attached hereto and become a part hereof.


11. Notice & Emergency Contacts

Any notice or emergency contact to UpSpring or Kenton required or permitted under this Agreement shall be deemed given if delivered personally to the following:

UpSpring	=	Alex Kuhns	(work) 513-389-0805 (cell) 513-884-1860
		Lenice Williams	(work) 513-389-0805 (cell) 513-236-7558
Kenton	=	Tara Sides	(work) 859-957-2609 (cell) 859-409-3327

IN WITNESS THEREOF, the parties have hereunto set their hands and executed this Agreement as of the date first written above

UpSpring

By: 

Alex Kuhns
Executive Director

Kenton County Schools

By: _____
TARA SIDES
Reducing Barriers to Learning Director
Kenton County School District