

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

## Issue Paper

**DATE:**

2/25/22

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Approve the 2022 Memorandum of Understanding with Upspring, LLC for the summer 360 program from June 7 to July 14, 2022 to help support students who are identified as McKinney Vento.

**APPLICABLE BOARD POLICY:**

01.011 General Power and Duties of the Board

**HISTORY/BACKGROUND:**

Upspring, LLC and Kenton County School District have partnered for the last five years to provide educational consistency and academic enrichment over the summer to identified McKinney-Vento children with the agreement outlined in the attached Memorandum of Understanding. The summer 360 program has been providing support for homeless children in the Cincinnati area for over 10 years. Last year, 80% of all children who attended the regional Upspring summer program retained or improved their math and reading skills.

**FISCAL/BUDGETARY IMPACT:**

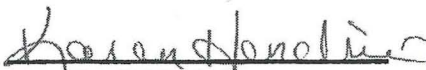
Provide students with transportation to and from Caywood Elementary School. The cost is estimated at \$13,000 and will be charged to the Title funds for McKinney Vento account.

**RECOMMENDATION:**

Approval to 2022 Memorandum of Understanding with Upspring, LLC for the summer 360 program from June 7 to July 14, 2022 to help support students who are identified as McKinney Vento.

**CONTACT PERSON:**

Karen Hendrix

  
Principal/Administrator

  
District Administrator

  
Superintendent

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

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made on the 7 day of Feb 2022, ("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 **weeks beginning on June 7, 2022 and continuing through July 14, 2022** (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 and Thursday. No program access will be granted on the weekends.

Kenton's classrooms will be available as follows:

- |                                     |                  |
|-------------------------------------|------------------|
| ii. Summer 360 program              | June 7 – July 14 |
| iii. Day of Reflection and Clean-up | July 15          |

**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 enrolled in Summer 360 who reside in Kenton County at no cost to UpSpring. Transportation will be billed Kenton County McKinney Vento.

G. Kenton shall review its safety and security policies with Summer 360 camp staff.

**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 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.

D. Upspring will follow Kenton County School District policies and procedures for technology usage.

E. Upspring will follow applicable CDC and KY guidelines for COVID-19.

**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        =        Maurice Stewart                      (work) 513-389-0805 (cell) 513-549-4009

Kenton           =        Tara Drysdale                      (work) 859-957-2609    (cell) 859-409-3327

                      Karen Hendrix                      (work) 859- 957-2605   (cell) 859- 308-2668

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

**UpSpring**

By: \_\_\_\_\_

Maurice Stewart

Program Director

UpSpring

**Kenton County Schools**

By: \_\_\_\_\_

Karen Hendrix

Director of District Wide Programs

Kenton County School District



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dempsey & Siders Agency Inc. 6725 Miami Avenue, Suite 102  Cincinnati OH 45243-3158		<b>CONTACT NAME:</b> Lisa Ernst <b>PHONE (A/C, No, Ext):</b> (513) 936-4110 <b>FAX (A/C, No):</b> (513) 891-4281 <b>E-MAIL ADDRESS:</b> lernst@dempsey-siders.com
<b>INSURED</b> Upspring P.O. Box 2300  Cincinnati OH 45223		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
		<b>NAIC #</b> 18058

**COVERAGES** **CERTIFICATE NUMBER:** 21-22 GLD&O **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		PHPK2270666	05/30/2021	05/30/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							PRODUCTS - COMPI/OP AGG \$ 2,000,000
UMBRELLA LIAB EXCESS LIAB							Professional Liability \$ 1,000,000
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							COMBINED SINGLE LIMIT (Ea accident) \$
DED RETENTION \$							BODILY INJURY (Per person) \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A				BODILY INJURY (Per accident) \$
A	Directors & Officers Liability Claims Made Basis Retro Date 5/30/09			PHSD1630860	05/30/2021	05/30/2022	PROPERTY DAMAGE (Per accident) \$
							\$
EACH OCCURRENCE \$							
AGGREGATE \$							
PER STATUTE OTH-ER							
E.L. EACH ACCIDENT \$							
E.L. DISEASE - EA EMPLOYEE \$							
E.L. DISEASE - POLICY LIMIT \$							
Limit \$1,000,000							
Aggregate \$1,000,000							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: "Summer Camp" - Caywood Elementary School, Edgewood, KY

Kenton County Board of Education is named as an additional insured for general liability in regards to the above referenced event, per policy form PI-GLD-HS(10/11) - General Liability Deluxe Endorsement - Additional Insureds. ATIMA

## CERTIFICATE HOLDER

## CANCELLATION

Kenton County Board of Education 1055 Eaton Drive  Fort Wright KY 41017	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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