

MEMORANDUM OF UNDERSTANDING

BOONE COUNTY SCHOOL DISTRICT AND LEARNING GROVE

**SCHOOL AGE SERVICES: Before and After School Care for:
Collins Elementary, Erpenbeck Elementary, Kelly Elementary,
Longbrach Elementary, and New Haven Elementary.**

After School care only for: Steeplechase Elementary.

This Agreement entered this 10th day of June, 2022 between Boone County School District ("District") and Learning Grove, a not for profit corporation ("LG"), whose address is 333 Madison Avenue, Covington, Kentucky 41011.

This Memorandum of Understanding memorializes the agreement between the District and LG for the operation of Before School Programs (BSP) and After School Programs (ASP) within the District.

GENERAL TERMS

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

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

The District shall provide adequate and appropriate space for the operation of the BSP/ASP at the school.

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

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

II. SCHEDULE

BSP/ASP 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.

FACILITIES AND EQUIPMENT

- A. The District 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 Day Care Licensing and Regulation (“Cabinet”), including an indoor space appropriate for operation for a BSP/ASP 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 LG.
- B. LG will equip the space with supplies appropriate for the operation of the BSP/ASP.

PERSONNEL

- A. LG 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 District Coordinator 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 LG.
- B. Personnel hired for the BSP/ASP are employees of the LG and are not employees or agents of the District for any purpose.
- C. All BSP/ASP personnel shall meet the licensure requirements of their occupations and any additional requirement set forth by the Cabinet.
- D. LG 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, LG shall be responsible for providing substitutes for absent employees.
- E. LG shall evaluate their employees to determine suitability for ongoing employment at the center.
- F. LG personnel, as a condition of their employment location being at a District school;
 - 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. LG is responsible to obtain and cover costs associated these checks. A copy shall remain on-site at the BSP/ASP 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.

PROGRAM

- A. The BSP/ASP shall be managed and operated by LG in accordance to the regulations of the Cabinet for Child Care, and when eligible, participate in Kentucky’s STARS

voluntary quality initiative. LG shall provide supervision of its Director of the BSP/ASP programs.

- B. LG, the District and the School shall share in the recruitment of students eligible to enroll their children in the BSP/ASP.

COST REIMBURSEMENT

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

TITLE TO PROPERTY

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

INSURANCE

LG 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). The District shall be named an additional insured on the policy.

HOLD HARMLESS

- A. LG shall hold the District harmless and indemnify it from any liability, cost and expense, including any cost of defending any claims, arising from or in connection with the ELC program and/or its activities and LG's recruitment, hiring/firing, training and supervision of its staff. LG warrants that it does not discriminate on the basis of race, creed, age, gender or disability.
- B. The District shall hold harmless and indemnify LG 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.

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 LG's operation of the BSP/ASP, LG will notify the school and enrolled families in a timely manner.

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.

LEARNING GROVE

Shannon Starkey-Taylor
Authorized Representative:

Shannon Starkey-Taylor 7/20/2022
Date

CEO
Title

BOONE COUNTY SCHOOL DISTRICT

Authorized Representative

Date

Title