



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

# Issue Paper

**DATE:**

September 21, 2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve The Memorandum of Understanding for UpSpring to provide additional services which support McKinney Vento students and families of the Kenton County School District for the 2022-23 and 2023-24 school years.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

The KCS D has developed a good partnership with UpSpring in the past to provide summer camps for McKinney Vento (MKV) students. ARP – HCY (American Rescue Plan – Homeless Children and Youth) funding will allow the Kenton County School District to enhance current services for MKV families and students. UpSpring will provide a Families In Transition Specialist (FITS) to work with our schools, MKV students, and families. This work includes supporting the Family Resource Youth Services Coordinator in offering further supplementary wrap-around services to families as well as working with students to further remove barriers. It also includes training and support of KCS D staff to increase the understanding of services that are available to MKV students and families. In addition, this partnership will also allow for an opportunity for an after school program for MKV students based on percentage and total number of MKV students in the school. This program will be one day a week in three elementary schools and is designed to help students set goals and develop their skillset to overcome barriers they experience.

**FISCAL/BUDGETARY IMPACT:**

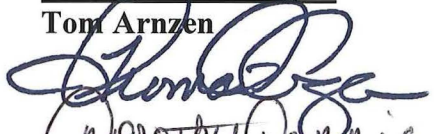
ARP-HCY Funds- \$166,194.00 (\$110,000.00 for UpSpring services and \$56,194.00 for student transportation.)

**RECOMMENDATION:**

Approval to The Memorandum of Understanding for UpSpring to provide services which support McKinney Vento students and families of the Kenton County School District for the 2022-23 and 2023-24 school years.

**CONTACT PERSON:**

Tom Arnzen

  
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 1<sup>st</sup> day of August 2022, ("Effective Date") by and between UpSpring, LLC an Ohio nonprofit ("UpSpring") and Kenton County School District ("Kenton"), a Kentucky public school system. UpSpring and Kenton are individually a "Party" and collectively the "Parties".

### **WITNESSETH**

**WHEREAS**, the McKinney-Vento Act provides rights and services to children and youth experiencing homelessness, which includes those who are: sharing the housing of others due to loss of housing, economic hardship, or a similar reason; staying in motels, trailer parks, or camp grounds due to the lack of an adequate alternative; staying in shelters or transitional housing; or sleeping in cars, parks, abandoned buildings, substandard housing, or similar settings (collectively, "McKinney Students"); and

**WHEREAS**, Kenton has determined it is in the best interest of the communities it serves for Kenton to arrange for UpSpring to provide after school programs to service McKinney Students and a Families in Transition Specialist ("FITS") person to support McKinney Students and their families as further provided herein; and

**WHEREAS**, Kenton is a recipient of certain funding under the American Rescue Plan Act and has determined that the services provided by UpSpring hereunder are eligible for payment with such funding; and

**WHEREAS**, the Parties agree that UpSpring is acting as a contractor under 2 CFR section 200.331 in providing Kenton with the services described hereunder.

**NOW, THEREFORE**, incorporating the above Recitals an in consideration of the promises, covenants, terms, and conditions herein contained, the Parties agree as follows:

1. **Term of Agreement**

Unless earlier terminated in accordance with Section 6 of this Agreement, the Agreement shall commence on the Effective Date and shall continue until May 31, 2024 (the "Term").

2. **Responsibilities of the Parties.**

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

- i. Provision of an UpSpring FITS person to support McKinney Students and their families and to support Kenton's designated McKinney Vento liaison;
- ii. Provision of data and goals around improved identification McKinney Students;
- iii. Provision of data and goals around students served and impact (e.g. test scores/grades, reduced truancy, URC provisions, common academic assessments);
- iv. Provision of trainings for KCSD staff/personnel to assist KCSD in meeting McKinney Vento requirements; and
- v. Provision of UpSpring's after school program for McKinney Students at three (3) new Kenton sites.

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

- i. Payment to UpSpring for the services provided hereunder as detailed in Section 3 of this Agreement;
- ii. Provision of transportation for McKinney Students participating in programs provided by UpSpring hereunder;
- iii. Administrative support for in-district initiatives (e.g. office space, time/ability to present to district staff, student achievement reports to aid in program development, assistance with conducting needs assessments to help determine program objectives, etc.)

### **3. Payment Amounts and Terms.**

In consideration of the services provided by UpSpring hereunder, Kenton shall pay UpSpring One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) ("Contract Amount") over the Term as further provided herein. The Parties agree that the Contract Amount is broken down as follows: Fifteen Thousand and 00/100 Dollars (\$15,000.00) shall be paid annually for UpSpring's provision of the after school programs, and Forty Thousand and 00/100 Dollars (\$40,000.00) shall be paid annually for costs associated with UpSpring's provision of the FITS person.

UpSpring shall invoice Kenton monthly for its provision of the services provided hereunder. Kenton shall remit full payment within thirty (30) days of receipt of such invoice.

### **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 employees, contractors, volunteers and agents 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 performs its work and functions. As a result of this Agreement, neither UpSpring nor any employee, contractor, volunteer, or agent of UpSpring providing the services hereunder 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. By entering this Agreement, Kenton agrees that it shall follow all applicable laws, rules, and regulations regarding the disbursement of funds used to pay for the services provided hereunder.

### **5. Insurance**

At all times while this Agreement is in effect, UpSpring shall provide and maintain, at UpSpring's sole cost and expense, general liability insurance 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. UpSpring 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 for any or no reason on thirty (30) days' prior written notice to the other party. In the event that such timely notice is given, this Agreement shall terminate on the date specified in the notice and will be of no further force or effect except as otherwise provided. So long as UpSpring

is not in breach of this Agreement at the time of termination, Kenton shall pay UpSpring for all services rendered through the date of termination as provided herein.

**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; Modification of Agreement; No Warranties**

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 may only be amended by written agreement signed by both Parties. There are no covenants, warranties, or representations between the Parties with respect to the subject matter hereof other than as contained herein.

**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 Party representatives provided below or by certified mail return receipt requested at the mailing addresses provided below:

UpSpring = Alex Kuhns (work) 513-389-0805 (cell) 513-884-1860  
PO Box 23300, Cincinnati, Ohio 45223

Kenton = Dorothy Dennie (work) 859-957-2634  
Tom Arnzen (work) 859- 957-2679  
1055 Eaton Dr., Ft. Wright, KY 41017

[Signature Page Follows]

[Signature Page for Memorandum of Understanding between UpSpring and Kenton]

**IN WITNESS THEREOF**, the Parties have executed this Agreement as of the Effective Date.

**UPSPRING, LLC**

**KENTON COUNTY SCHOOL DISTRICT**

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

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

**Alex Kuhns, Executive Director**

**Printed:** \_\_\_\_\_

**Title:** \_\_\_\_\_