

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

Issue Paper

DATE:

2/24/23

AGENDA ITEM (ACTION ITEM):

Consider/Approve the 2023 Memorandum of Understanding with Upspring, LLC for the summer 360 program from June 5, 2023 to July 14, 2023 with an annual automatic renewal option.

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 six 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/Northern Kentucky area for over 10 years.

FISCAL/BUDGETARY IMPACT:

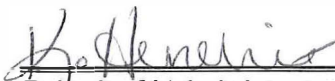
N/A.

RECOMMENDATION:


Approval to 2023 Memorandum of Understanding with Upspring, LLC for the summer 360 program from June 5, 2023 to July 14, 2023 with an annual automatic renewal option

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 Mar 2023, ("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 6, 2023 and continuing through July 14, 2023 (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 6 – July 13

iii. Day of Reflection and Clean-up July 14

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 bus transportation for students enrolled in Summer 360 who reside in Kenton County. Upspring to pay for transportation. KCSD will invoice UpSpring at the completion of the summer program.

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.

F. Upspring to pay for transportation. KCSD will invoice UpSpring at the completion of the summer program.

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	=	Jordan Mitchell	(work) 513-389-0805 (cell) 937-604-2202
Kenton	=	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: _____

Jordan Mitchell

Program Director

UpSpring

Kenton County Schools

By: _____

Karen Hendrix

Director of District Wide Programs

Kenton County School District