

LATONIA ELEMENTARY COMMUNITY GARDENS
MEMORANDUM OF UNDERSTANDING BETWEEN
LATONIA UPTOWN, COVINGTON INDEPENDENT PUBLIC SCHOOL DISTRICT, AND
COVINGTON PARTNERS

This Memorandum of Understanding is entered into by and between Latonia Uptown, its members, directors, officers, assigns, and successors in interest, and the Covington Independent School Board, its officers, elected officials, employees, agents, and assigns and is **effective as of June 22, 2023**.

Whereas, Latonia Uptown, a neighborhood group consisting of businesses and residents desires to implement and maintain a community garden utilizing some of the garden plots currently owned by the Covington Independent Public School District at Latonia Elementary School; and,

Whereas, Covington Independent Public School District maintains and improves the buildings and grounds at all District-owned schools and sites; and,

Whereas, contemporaneous with the adoption of this Memorandum of Understanding, the Covington Independent Public School District has established rules and guidelines for the community garden;

NOW THEREFORE, BE IT AGREED AS FOLLOWS:

I. PURPOSE AND SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the establishment, management, and termination of community gardens at Latonia Elementary School

II. TERM OF THIS AGREEMENT

This Agreement shall become effective on June 8, 2023 upon approval of the Covington Independent Public School Board and shall remain in effect until December 31, 2023. Thereafter, the agreement shall automatically renew every year on January 1st and run year-to-year, unless or until either party gives to the other party a minimum thirty (30) day written notice of the intention to terminate this agreement.

III. MANAGEMENT OF THE COMMUNITY GARDEN

A. The community garden shall be managed by Covington Partners and Covington Partners shall be the fiscal agent responsible for any expenditures for or on behalf of the community gardens, and to manage any lease payments, joint fund raising, and/or utility payments related to the community gardens.

- B. Latonia Uptown shall be responsible for the management of its community garden members/users, and shall coordinate any plot registration and proof of insurance of its members with Covington Partners. In the event that Latonia Uptown shall cease to exist, or there is a transfer of leadership, then Latonia Uptown shall ensure that any obligations which it has undertaken under this MOU is transferred or assigned to its successor in interest. Alternatively, Latonia Uptown may withdraw from this agreement, by giving written notice to Covington Partners and Covington Independent Public Schools of its intention to terminate at least thirty (30) days prior to termination.
- C. In the event that Latonia Uptown ceases to exist or withdraws from this contract, then Covington Partners and Covington Independent Public Schools may at their discretion discontinue the community garden, or may enter into new agreements with individual plot holders.
- D. The community use of the plots under this MOU shall be limited to community garden purposes only as provided under the attached rules and regulations, which are attached hereto and incorporated by reference as if fully set out in this MOU. Neither Latonia Uptown, nor any plot holder, shall obtain any ownership interest or property interest in the plots or the community garden, and it is understood that the creation and maintenance of the community garden is at the sole discretion and authority of the Covington Board of Education.

IV. LATONIA UPTOWN'S RESPONSIBILITIES UNDER THIS AGREEMENT

- A. Assist and facilitate its members with the registration process to obtain garden plots in the community garden;
- B. Ensure that all of its members are provided with the attached rules for the community garden;
- C. Coordinate as needed with Covington Partners' designated manager for safe and productive use of the community garden;
- D. Assist with the maintenance and upkeep of the community garden, including lawn mowing, and to enact and implement a management plan for the garden as well as a management plan for the group/transfer of leadership, where appropriate;
- E. Ensure all garden volunteers and users submit the appropriate documentation and undergo background checks;

- F. Abide by the rules for the community gardens, and where appropriate, the policies and procedures of the Covington Independent Public School District;
- G. Ensure that the use of the community gardens by its members is not disruptive to school operations

V. COVINGTON PARTNERS' RESPONSIBILITIES UNDER THIS AGREEMENT

- A. Manage the School District and School's interests in the community gardens and ensure compliance with the rules for the community garden
- B. To act as the fiscal agent for the School District and School, including, but not limited to: collection of any funds, joint fundraising with Latonia Uptown, sales, and expenditures for maintenance and utilities. Revenues and funding received for the community garden, including lease payments paid by members shall be paid to Covington Partners and maintained by it as the fiscal agent for the School District. For clarity purposes, said revenue is neither student activity funds nor district activity funds, and is not subject to the the procedures mandated under 702 KAR 3:130(3) and KRS 156.070.
- C. Ensure that the community garden and its users do not disrupt school operations or the educational process at Latonia Elementary
- D. Manage any after-school programming which may include the community garden
- E. Provide any appropriate notice to the school principal and/or district leadership in the event of any emergency, policy infraction, or school-based danger or concern
- F. Monitor the condition of the garden and notify all parties if the conditions become unsightly, unsafe, or are no longer consistent with the intention of this MOU and/or the rules governing the community garden

VI COVINGTON INDEPENDENT PUBLIC SCHOOLS' RESPONSIBILITIES UNDER THIS AGREEMENT

- A. To set aside and provide access to seven (7) forty-foot beds, and one (1) 90 foot bed for use as the community garden by Latonia Uptown. These beds shall be sub-divided into individual plots as determined by the garden manager with said plots being utilized for Latonia Uptown members' gardening use.
- B. To provide access to water on site as needed by the community gardeners (aka plot holders).

VII FURTHER COVENANTS

- A. All participants in the community garden hereby indemnify and hold harmless Covington Independent Public Schools and Covington Partners against loss or threatened loss or expense by reason of the liability or potential liability of the District or Covington Partners for or arising out of any claims for damages.
- B. Neither Covington Schools, nor Covington Partners make any representations or warranties as to the garden, and are not responsible for any plant loss, plant disease, or similar occurrences; nor are they responsible for or liable for any lost of plants, crops, or tools or other personal property due to theft, weather, or vandalism.
- C. This Agreement may only be amended through a written agreement signed by all of the parties.
- D. The parties acknowledge that Latonia Uptown may from time to time engage in fundraising activities independent of the School District or Covington Partners. Latonia Uptown shall be the fiscal agent for the funds which it generates through its independent fundraising, and shall be solely responsible for proper accounting and payment of taxes, if any on such funds, and shall maintain said funds in an account outside of the school district or Covington Partners. For clarity purposes the parties acknowledge and expressly agree that any such funds are not student activity funds, nor district activity funds, and are not subject to the procedures mandated under 702 KAR 3:130(3) and KRS 156.070.
- E. With prior written approval of the principal, Latonia Uptown may from time to time utilize the community garden space to teach outreach gardening courses throughout the year during non-school hours.
- F. At all times during this Agreement use of the gardens by Latonia Uptown and its members shall comply with the School District's policy 5.32 (no public sales on school property); and the prohibited activities provided in policy 5.3.
- G. No alterations or improvements shall be made to the community garden plots without prior approval by the Board of Education for the Covington Independent Public Schools.
- H. Latonia Uptown may at its option post one sign identifying the community garden so long as it meets the zoning requirements for the City of Covington.

EFFECTIVE DATE AND SIGNATURES:

This MOU shall be effective only after approval by the Covington Board of Education on June 8, 2023. It shall be in force until date of termination.

Signatures:

By: Alvin Garrison, Superintendent
Covington Independent Public Schools

Date

By: Stacie Strotman, Director of Community
Engagement
Covington Partners

Date

By: _____
Latonia Uptown

Date