

**DATE:**

3/27/25

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the Partner Agreement between the Kenton County School District and Learning Grove, Inc. through August 8, 2025.

**APPLICABLE BOARD POLICY:**

01.1-Legal Status of the Board

**HISTORY/BACKGROUND:** This Memorandum of Understanding is an agreement between the KCSD and Learning Grove, Inc. for the operation of existing preschool child care services at River Ridge Elementary School. KCSD is providing the space in a school setting for the operation of the program. The preschool child care program shall be financially and programmatically independent of the KCSD.

**FISCAL/BUDGETARY IMPACT:**

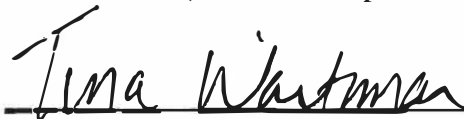
None

**RECOMMENDATION:**

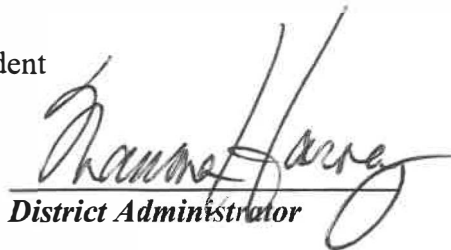
Approval of the Partner Agreement between the Kenton County School District and Learning Grove, Inc. through August 8, 2025.

**CONTACT PERSON:**

Tina Wartman, Assistant Superintendent



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.

**PARTNER AGREEMENT  
KENTON COUNTY SCHOOLS AND LEARNING GROVE, INC.**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 between the Kenton County School District (KCSD) and Learning Grove, Inc., (LGI), whose address is 333 Madison Avenue, Covington, Kentucky 41011.

This Memorandum of Understanding memorializes the agreement between the KCSD and LGI for the operation of preschool (Pre K) child care services at River Ridge Elementary School, within the Kenton County School District.

**I. GENERAL TERMS**

The Pre K care services will benefit the children eligible by geographic determination specified by the KCSD and children of KCSD employees.

The Pre K care services shall be staffed, operated and managed by LGI, and in a manner in conformity with all laws, regulations and procedures applicable to daycare and preschool facilities.

AS AVAILABLE, KCSD shall provide adequate and appropriate space for the operation of the Pre K care services at the school.

The Pre K care services shall provide services as scheduled per the LGI program for enrolled children during the school day.

An agreement is in place between the KCSD and LGI to provide breakfast and lunch for the children enrolled in the Pre K care program.

In essence, the Pre K care services are LGI's programs and KCSD is merely providing the space in a school setting for their operation. The Pre K services program shall be financially and programmatically independent of the KCSD.

**II. SCHEDULE**

Pre K services shall operate during the school day and follow a calendar established in agreement with the KCSD. This is inclusive of the KCSD school calendar and summer break period.

The Pre K services shall not operate if the school declares a morning delay or closure due to inclement weather. The Pre K services shall follow the school schedule if an early dismissal for extraneous circumstances is enacted.

**III. FACILITIES AND EQUIPMENT**

- a. KCSD 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 Child Care Licensing and Regulation ("Cabinet"), including an indoor space appropriate for operation for a Pre K 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 LGI.
- b. LGI will equip the space with supplies appropriate for the operation of the Pre K.

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**IV. PERSONNEL**

- a. LGI 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 supervisor 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 LGI.
- b. Personnel hired for the Pre K are employees of the LGI and are not employees or agents of KCSD for any purpose.
- c. All Pre K personnel shall meet the licensure requirements of their occupations and any additional requirement set forth by the Cabinet.
- d. LGI 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, LGI shall be responsible for providing substitutes for absent employees.
- e. LGI shall evaluate their employees to determine suitability for ongoing employment at the center.
- f. LGI personnel, as a condition of their employment location being at KCSD;
  - 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. LGI is responsible to obtain and cover costs associated with these checks. A copy shall remain on-site at the Pre K program. Licensing prohibits the employment of any individual found to have a substantiated abuse or neglect charge or convicted of a crime pursuant to K.R.S 17.165 (5).
  - ii. Shall abide by directives of the school administration respecting student safety and the orderly conduct of the school building.

**V. PROGRAM**

The Pre K shall be managed and operated by LGI in accordance to the regulations of the Cabinet for day care. LGI shall provide supervision of its Director of the Pre K programs.

**VI. COST**

LGI shall provide billing to the state and parents with no involvement or responsibility of the District.

**VII. TITLE TO PROPERTY**

- a. All property, equipment, materials, and supplies provided by LGI shall remain the property of LGI and shall be returned to LGI upon termination of this Agreement.
- b. All property, equipment, materials, and supplies provided by KCSD shall remain the property of the District.

**VIII. INSURANCE**

LGI 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). KCSD shall be named an additional insured on the policy.

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**IX. HOLD HARMLESS**

- a. LGI shall hold KCSD harmless and indemnify it from any liability, cost and expense, including any cost of defending any claims, arising from or in connection with the Pre K program and/or its activities and LGI's recruitment, hiring/firing, training and supervision of its staff. LGI warrants that it does not discriminate on the basis of race, creed, age, gender or disability.
- b. KCSD shall hold harmless and indemnify LGI 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, or caused by any defect within the building or grounds.

**X. TERMINATION**

This current agreement will remain in effect through August 8, 2025. However, the agreement may be terminated for any reason by either party upon 30 days written notice. Agreements between KCSD Student Nutrition and LGI will follow the duration and termination parameters of this agreement as well. Further agreements will be dependent on the mutual consent of the KCSD and LGI. In the event enrollment is not sufficient to support LGI's operation of the Pre K, LGI will notify the school and enrolled families in a timely manner. In addition, if the school needs the designated space the KCSD will contact LGI in a timely manner.

**XI. 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, INC.**

by: \_\_\_\_\_ Date \_\_\_\_\_

Its: \_\_\_\_\_  
Title

**KENTON COUNTY SCHOOL DISTRICT**

by: \_\_\_\_\_

**PARTNER AGREEMENT  
KENTON COUNTY SCHOOLS AND LEARNING GROVE, INC.**

Date

Its: \_\_\_\_\_

Title



LEARGR-R01

KROBBINS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/20/2025

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> Houchens Insurance Group 2734 Chancellor Dr, Suite 301 Crestview Hills, KY 41017	<b>CONTACT NAME:</b> Eileen Kunzelman		
	<b>PHONE (A/C, No, Ext):</b> (859) 426-4530 4530	<b>FAX (A/C, No):</b> (859) 426-4530	
	<b>E-MAIL ADDRESS:</b> ekunzelman@higusa.com		
<b>INSURED</b>  Learning Grove, Inc 333 Madison Ave. Covington, KY 41011	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Selective Insurance Company of America</b>		<b>12572</b>
	<b>INSURER B : Selective Insurance Company of South Carolina</b>		<b>19259</b>
	<b>INSURER C : Cincinnati Specialty Underwriters Insurance Company</b>		<b>13037</b>
	<b>INSURER D : ClearPath Specialty</b>		<b>16273</b>
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## COVERAGES

CERTIFICATE NUMBER:

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			S2058245	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	<input checked="" type="checkbox"/> Ohio Stop Gap- \$1,00		MED EXP (Any one person) \$ 20,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 1,000,000				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			S2058245	1/1/2025	1/1/2026	EMP BEN AGG \$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CSU0223367	1/1/2025	1/1/2026	PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC10982556	4/19/2024	4/19/2025	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N / A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						

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

## CERTIFICATE HOLDER

## CANCELLATION

Kenton County Board of Education  
1055 Eaton Drive  
Ft. Wright, KY 41017

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE