



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

# Issue Paper

**DATE:**

4/22/25

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the Amendment to Child Care Services Agreement between the Kenton County School District and KCE Champions LLC ("Champions").

**APPLICABLE BOARD POLICY:**

01.1-Legal Status of the Board

**HISTORY/BACKGROUND:** Fort Wright Elementary and Piner Elementary currently have a MOU for before and after school care services with KCE Champions LLC. This amendment to the child care services allows the KCE Champions LLC to provide a Child Care Service Program at Fort Wright Elementary and Piner Elementary throughout the summer until August 12, 2025. Both schools will provide Champions with access to facility space to operate the program as available per the building administration and/or District Operations approval. The Child Care Service Agreement shall be financially and programmatically independent of the KCSD.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval of the Amendment to Child Care Services Agreement between the Kenton County School District and KCE Champions LLC ("Champions").

**CONTACT PERSON:**

Tina Wartman, Assistant Superintendent

A handwritten signature in black ink, appearing to read 'Tina Wartman', written over a horizontal line.

Principal/Administrator

A handwritten signature in black ink, appearing to read 'Thammy Harry', written over a horizontal line.

District Administrator

A handwritten signature in black ink, appearing to read 'John', written over a horizontal line.

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.

## CHILD CARE SERVICES AGREEMENT

### EXHIBIT A

Effective Date: May 6, 2025

1. **School or District Name:** Kenton County School District ("School")
2. **Term:** This Exhibit A commences on the Effective Date and will continue until August 12, 2025. This Agreement may be renewed for additional periods if agreed to by both parties in a timely manner prior to the start date of the program.
3. **Champions** will provide the Programs at the sites set forth below:

Site Location	Program	Hours of Operation
Fort Wright Elementary School 501 Farrell Dr. Ft. Wright, KY 41011	Summer	07:00 am- 03:00 pm
Piner Elementary School 2845 Piner Ridge Dr. Morning View, KY 41063	Summer	07:00 am- 03:00 pm

**Projected Program Start Date: June 9, 2025**

**Facility Use Terms:** School will provide Champions with access to facility space to operate the program as available per the building administration and/or District Operations approval.

#### Tuition and Fees:

Program	1 Day Weekly Rate	2 Day Weekly Rate	3 Day Weekly Rate	4 Day Weekly Rate		5 Day Weekly Rate
Summer	\$42.00	\$84.00	\$126.00	\$168.00		\$210.00

#### Other Fees:

Student Registration	\$50
Family Registration	\$75
Activity Fee	\$100

#### Discounts:

School District Employee	10%
Military	10%
Multi-Child	10%

**Revenue Share:** Champions will pay 5% net revenue from the programs to the school monthly, after month-end close, minus applicable Champion's discounts. Notwithstanding the prior sentence this Revenue Share will not apply to the School Sponsorship programs.

**Minimum Enrollment:** Champions will establish minimum enrollments at each school and for each program to ensure sustainability. If daily attendance in any session fails to meet these target levels at any time, Champions may choose to terminate the Program session or this Agreement with 30 days' advance written notice.

**Documents Required for Licensing:** *To be provided to Champions Legal by Champions Business Development at time of contract creation.*

**4. Additional Client Provided Services or Additional School Closure Days:** N / A

**5. Addresses for Notice:**

School:               Kenton County School District  
                          1055 Eaton Dr. Ft. Wright, KY 41017  
                          Attn: Sarah Ackel & Emily Thompson  
                          Phone: 859-356-9270  
                          E-mail: emily.thompson@kenton.kyschools.us

Champions:       KCE Champions LLC  
                          5005 Meadows Rd., Suite 200  
                          Lake Oswego, OR 97035  
                          Phone: 503-872-1300  
                          Facsimile: 503-736-1954  
                          Attn: Vice President, Champions

With a copy to:   KinderCare Education Legal  
                          PO Box 190  
                          Stockbridge, MI 49285  
                          Phone: (248) 227-1373  
                          Attn: Christopher Kind

**KENTON COUNTY SCHOOL DISTRICT**

**KCE CHAMPIONS LLC**

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

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

Printed Name: \_\_\_\_\_

Printed Name: Dan Figurski

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

Title: President, Champions

## FIRST AMENDMENT TO CHILD CARE SERVICES AGREEMENT

This **FIRST AMENDMENT TO BEFORE AND AFTER SCHOOL CARE PROGRAMS AGREEMENT** (this "First Amendment") is entered into as of May 6, 2025 (the "First Amendment Effective Date"), by and between Kenton County School District ("Client") and KCE Champions LLC ("Champions").

### RECITALS

- A. Client and ("Champions") entered into that certain Before and After School Care Programs Agreement dated effective July 1, 2022
- B. The parties now desire to modify the Agreement as described below.

### AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties desire to amend the Agreement and hereby agree as follows:

- 1. **Amendment to Agreement.** The Agreement is hereby amended as set forth in this Section 1.
- 2. **Notices.** Any notice or other communication under the Agreement and this First Amendment will be given in writing, addressed to the addresses below for KCE (or by such other address set forth in a notice that complies with this section) and will be deemed to have been delivered and given for all purposes: (i) on the delivery date if sent by confirmed facsimile, (ii) on the delivery date if delivered personally, or (iii) one business day after deposit with an internationally recognized overnight courier.

***If to KCE:***

KinderCare Education LLC  
Attn: Sales Operations  
5005 Meadows Rd., Suite 200  
Lake Oswego, OR 97035

***With a copy to:***

KinderCare Education Legal  
Attn: Christopher Kind  
PO Box 190  
Stockbridge, MI 49285

- 3. **Conflict and Full Force and Effect.** In the event any term or provision of this First Amendment conflicts with a term or provision of the Agreement, this First Amendment shall control. Except as expressly amended herein, the remaining terms and conditions of the Agreement shall continue in full force and effect.
- 4. **Counterparts and Facsimile.** This First Amendment may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A facsimile transmission by one party to another party of an executed signature page of this First Amendment shall have the same effect as delivery of an original signature page, and the transmitting party shall forward the original signature page upon request of the receiving party.

*(Signature page to follow.)*

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the First Amendment Effective Date written above.

**KENTON COUNTY SCHOOL DISTRICT**

**KCE CHAMPIONS LLC**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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