

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made on the March 3, 2025 _____, ("Effective Date") by and between **UpSpring, LLC** an Ohio nonprofit ("**UpSpring**") and **Boone County Schools** ("**Boone County Schools**"), a Kentucky public school system.

WITNESSETH

WHEREAS it is in the best interests of Boone County Schools and the communities it serves for Boone County Schools 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, Boone County Schools 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 Boone County Schools' facilities.

WHEREAS UpSpring desires to provide Summer 360 at Boone County Schools' facilities and Boone County Schools 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 9, 2025 and continuing through July 18, 2025** (the "Initial Term"). Thereafter, this Agreement may be automatically renewed the following year for successive terms of 6 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 Boone County Schools**

Boone County Schools' duties and responsibilities hereunder shall include, but not be limited to, the following:

A. Boone County Schools shall identify target students to participate in Summer 360 and shall facilitate enrolling the same.

B. Boone County Schools shall provide school facilities in which to conduct Summer 360. The four classrooms allocated to Summer 360 will be open from 7:00 am to 5:00 pm – Monday through Thursday. No program access will be granted on the weekends.

Boone County Schools' classrooms will be available as follows:

- | | |
|------------------------|---------------|
| ii. Summer 360 program | June 9-July17 |
| iii. Clean-up | July 18 |

C. Boone County Schools shall provide the following food program for students participating in Summer 360:

- i. Breakfast meal
- ii. Lunch meal

D. Boone County Schools 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. Boone County Schools shall provide janitorial service to the classrooms.

F. Boone County Schools shall arrange and provide bus transportation for students enrolled in Summer 360. Transportation will be billed to UpSpring at an agreed upon rate not to exceed \$15,000.

G. Boone County Schools shall review its safety, emergency, 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 program director, teaching staff, and aides 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 Boone County Schools is returned to the same condition & configuration as it existed at the commencement of Summer 360.
- D. Upspring will follow Boone County Schools County School District policies and procedures for technology usage.
- E. Upspring will follow Boone County Schools safety, emergency, and security policies.
- F. UpSpring will pay for use of Boone County Schools transportation service upon 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 teachers are always acting as independent contractors with respect to Boone County Schools. Except as provided herein, Boone County Schools 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 Boone County Schools 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 Boone County Schools 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 staff 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 Boone County Schools approval. UPSRING shall furnish to Boone County Schools 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. If 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 Boone County Schools.

8. Governing Law

This Agreement shall be governed by and construed according to the laws of Commonwealth of Kentucky, and Boone County Schools 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 the agreements between the parties with respect to the subject matter hereof. This Agreement supersedes 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 Boone County Schools required or permitted under this Agreement shall be deemed given if delivered personally to the following:

UpSpring = Jordan Mitchell cell 937-604-2202

Boone County Schools= Ryan Burch, Principal, 859-282-2610

Mark Raleigh, Assistant Director, Pupil Personnel, 859-283 3217

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

Jordan Mitchell

Program Director

UpSpring

Boone County Schools County Schools

By: _____

School Board Chairperson, Boone County Schools