

MEMORANDUM OF UNDERSTANDING

BOONE COUNTY SCHOOL DISTRICT AND LEARNING GROVE SCHOOL AGE SERVICES: Before and After-School Care for: Erpenbeck Elementary School

This Agreement entered this 16th day of June 2025 between Boone County School District (“District”) and Learning Grove, a not for profit corporation (“LG”), whose address is 333 Madison Avenue, Covington, Kentucky 41011.

This Memorandum of Understanding memorializes the agreement between the District and LG for the operation of Before-School Programs (BSP) and After-School Programs (ASP) within the District.

GENERAL TERMS

The BSP/ASP will benefit the children eligible by geographic determination specified by the District and children of District employees.

The BSP/ASP will be staffed, operated and managed by LG, and in a manner in conformity with all laws, regulations and procedures applicable to day care and preschool facilities.

The District shall provide adequate and appropriate space for the operation of the BSP/ASP at the school.

The BSP/ASP shall provide before and/or after school care for children enrolled at the particular school location.

In essence, the BSP/ASP are LG’s programs and the District is merely providing the space in a school setting for their operation. The BSP/ASP shall be financially and programmatically independent of the District.

II. SCHEDULE

BSP/ASP shall operate during the school calendar year and be in operation on days that school is in session.

The BSP shall not operate if the school declares a morning delay. The ASP shall not operate if the school declares an early dismissal prior to the end of the regular school day.

FACILITIES AND EQUIPMENT

- A. The District 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 Day Care Licensing and Regulation (“Cabinet”), including an indoor space appropriate for operation for a BSP/ASP 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 LG.
- B. LG will equip the space with supplies appropriate for the operation of the BSP/ASP.

PERSONNEL

- A. LG 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 District Coordinator 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 LG.
- B. Personnel hired for the BSP/ASP are employees of the LG and are not employees or agents of the District for any purpose.
- C. All BSP/ASP personnel shall meet the licensure requirements of their occupations and any additional requirement set forth by the Cabinet.
- D. LG 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, LG shall be responsible for providing substitutes for absent employees.
- E. LG shall evaluate their employees to determine suitability for ongoing employment at the center.
- F. LG personnel, as a condition of their employment location being at a District school;
- 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. LG is responsible to obtain and cover costs associated these checks. A copy shall remain on-site at the BSP/ASP program. Licensing prohibits the employment of any individual found to have a substantiated abuse or neglect charge or convicted of a crime pursuant to KRS 17.165 (5).
- ii. Shall abide by directives of the school administration respecting student safety and the orderly conduct of the school building.

PROGRAM

- A. The BSP/ASP shall be managed and operated by LG in accordance to the regulations of the Cabinet for Child Care, and when eligible, participate in Kentucky's STARS voluntary quality initiative. LG shall provide supervision of its Director of the BSP/ASP programs.
- B. LG, the District and the School shall share in the recruitment of students eligible to enroll their children in the BSP/ASP.

COST REIMBURSEMENT

- A. Tuition shall be funded through available LG assistance and/or state child care subsidies to qualifying parents, and parent tuition. LG shall provide billing to the state, LG assistance and parents for this reimbursement with no involvement or responsibility of the District.

TITLE TO PROPERTY

- A. All property, equipment, materials, and supplies provided by LG shall remain the property of LG and shall be returned to LG upon termination of this Agreement.

- B. All property, equipment, materials, and supplies provided by the District shall remain the property of the District.

INSURANCE

LG 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). The District shall be named an additional insured on the policy.

HOLD HARMLESS

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

TERMINATION

This Agreement may be terminated for any reason by either party upon 30 days written notice.

In the event enrollment is not sufficient to support LG's operation of the BSP/ASP, LG will notify the school and enrolled families in a timely manner.

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



Authorized Representative:

7/1/25

Date

CEO
Title

BOONE COUNTY SCHOOL DISTRICT

Authorized Representative

Date

Title

MEMORANDUM OF UNDERSTANDING

BOONE COUNTY SCHOOL DISTRICT AND LEARNING GROVE SCHOOL AGE SERVICES: Before and After School Care for: Kelly Elementary School

This Agreement entered this 16th day of June 2025 between Boone County School District (“District”) and Learning Grove, a not for profit corporation (“LG”), whose address is 333 Madison Avenue, Covington, Kentucky 41011.

This Memorandum of Understanding memorializes the agreement between the District and LG for the operation of Before- School Programs (BSP) and After-School Programs (ASP) within the District.

GENERAL TERMS

The BSP/ASP will benefit the children eligible by geographic determination specified by the District and children of District employees.

The BSP/ASP will be staffed, operated and managed by LG, and in a manner in conformity with all laws, regulations and procedures applicable to day care and preschool facilities.

The District shall provide adequate and appropriate space for the operation of the BSP/ASP at the school.

The BSP/ASP shall provide before and/or after school care for children enrolled at the particular school location.

In essence, the BSP/ASP are LG’s programs and the District is merely providing the space in a school setting for their operation. The BSP/ASP shall be financially and programmatically independent of the District.

II. SCHEDULE

BSP/ASP shall operate during the school calendar year and be in operation on days that school is in session.

The BSP shall not operate if the school declares a morning delay. The ASP shall not operate if the school declares an early dismissal prior to the end of the regular school day.

FACILITIES AND EQUIPMENT

- A. The District 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 Day Care Licensing and Regulation (“Cabinet”), including an indoor space appropriate for operation for a BSP/ASP 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 LG.
- B. LG will equip the space with supplies appropriate for the operation of the BSP/ASP.

PERSONNEL

- A. LG 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 District Coordinator 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 LG.
- B. Personnel hired for the BSP/ASP are employees of the LG and are not employees or agents of the District for any purpose.
- C. All BSP/ASP personnel shall meet the licensure requirements of their occupations and any additional requirement set forth by the Cabinet.
- D. LG 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, LG shall be responsible for providing substitutes for absent employees.
- E. LG shall evaluate their employees to determine suitability for ongoing employment at the center.
- F. LG personnel, as a condition of their employment location being at a District school;
- 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. LG is responsible to obtain and cover costs associated these checks. A copy shall remain on-site at the BSP/ASP program. Licensing prohibits the employment of any individual found to have a substantiated abuse or neglect charge or convicted of a crime pursuant to KRS 17.165 (5).
- ii. Shall abide by directives of the school administration respecting student safety and the orderly conduct of the school building.

PROGRAM

- A. The BSP/ASP shall be managed and operated by LG in accordance to the regulations of the Cabinet for Child Care, and when eligible, participate in Kentucky's STARS voluntary quality initiative. LG shall provide supervision of its Director of the BSP/ASP programs.
- B. LG, the District and the School shall share in the recruitment of students eligible to enroll their children in the BSP/ASP.

COST REIMBURSEMENT

- A. Tuition shall be funded through available LG assistance and/or state child care subsidies to qualifying parents, and parent tuition. LG shall provide billing to the state, LG assistance and parents for this reimbursement with no involvement or responsibility of the District.

TITLE TO PROPERTY

- A. All property, equipment, materials, and supplies provided by LG shall remain the property of LG and shall be returned to LG upon termination of this Agreement.

- B. All property, equipment, materials, and supplies provided by the District shall remain the property of the District.

INSURANCE

LG 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). The District shall be named an additional insured on the policy.

HOLD HARMLESS

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

TERMINATION

This Agreement may be terminated for any reason by either party upon 30 days written notice.

In the event enrollment is not sufficient to support LG's operation of the BSP/ASP, LG will notify the school and enrolled families in a timely manner.

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



Authorized Representative:

7/1/25
Date

CEO
Title

BOONE COUNTY SCHOOL DISTRICT

Authorized Representative

Date

Title

MEMORANDUM OF UNDERSTANDING

BOONE COUNTY SCHOOL DISTRICT AND LEARNING GROVE SCHOOL AGE SERVICES: Before and After School Care for: Longbranch Elementary School

This Agreement entered this 16th day of June 2025 between Boone County School District (“District”) and Learning Grove, a not for profit corporation (“LG”), whose address is 333 Madison Avenue, Covington, Kentucky 41011.

This Memorandum of Understanding memorializes the agreement between the District and LG for the operation of Before-School Programs (BSP) and After-School Programs (ASP) within the District.

GENERAL TERMS

The BSP/ASP will benefit the children eligible by geographic determination specified by the District and children of District employees.

The BSP/ASP will be staffed, operated and managed by LG, and in a manner in conformity with all laws, regulations and procedures applicable to day care and preschool facilities.

The District shall provide adequate and appropriate space for the operation of the BSP/ASP at the school.

The BSP/ASP shall provide before and/or after school care for children enrolled at the particular school location.

In essence, the BSP/ASP are LG’s programs and the District is merely providing the space in a school setting for their operation. The BSP/ASP shall be financially and programmatically independent of the District.

II. SCHEDULE

BSP/ASP shall operate during the school calendar year and be in operation on days that school is in session.

The BSP shall not operate if the school declares a morning delay. The ASP shall not operate if the school declares an early dismissal prior to the end of the regular school day.

FACILITIES AND EQUIPMENT

- A. The District 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 Day Care Licensing and Regulation (“Cabinet”), including an indoor space appropriate for operation for a BSP/ASP 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 LG.
- B. LG will equip the space with supplies appropriate for the operation of the BSP/ASP.

PERSONNEL

- A. LG 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 District Coordinator 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 LG.
- B. Personnel hired for the BSP/ASP are employees of the LG and are not employees or agents of the District for any purpose.
- C. All BSP/ASP personnel shall meet the licensure requirements of their occupations and any additional requirement set forth by the Cabinet.
- D. LG 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, LG shall be responsible for providing substitutes for absent employees.
- E. LG shall evaluate their employees to determine suitability for ongoing employment at the center.
- F. LG personnel, as a condition of their employment location being at a District school;
- 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. LG is responsible to obtain and cover costs associated these checks. A copy shall remain on-site at the BSP/ASP program. Licensing prohibits the employment of any individual found to have a substantiated abuse or neglect charge or convicted of a crime pursuant to KRS 17.165 (5).
- ii. Shall abide by directives of the school administration respecting student safety and the orderly conduct of the school building.

PROGRAM

- A. The BSP/ASP shall be managed and operated by LG in accordance to the regulations of the Cabinet for Child Care, and when eligible, participate in Kentucky's STARS voluntary quality initiative. LG shall provide supervision of its Director of the BSP/ASP programs.
- B. LG, the District and the School shall share in the recruitment of students eligible to enroll their children in the BSP/ASP.

COST REIMBURSEMENT

- A. Tuition shall be funded through available LG assistance and/or state child care subsidies to qualifying parents, and parent tuition. LG shall provide billing to the state, LG assistance and parents for this reimbursement with no involvement or responsibility of the District.

TITLE TO PROPERTY

- A. All property, equipment, materials, and supplies provided by LG shall remain the property of LG and shall be returned to LG upon termination of this Agreement.
- B. All property, equipment, materials, and supplies provided by the District shall remain the property of the District.

INSURANCE

LG 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). The District shall be named an additional insured on the policy.

HOLD HARMLESS

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

TERMINATION

This Agreement may be terminated for any reason by either party upon 30 days written notice.

In the event enrollment is not sufficient to support LG's operation of the BSP/ASP, LG will notify the school and enrolled families in a timely manner.

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



Authorized Representative:

7/1/25
Date

CEO
Title

BOONE COUNTY SCHOOL DISTRICT

Authorized Representative

Date

Title

MEMORANDUM OF UNDERSTANDING

BOONE COUNTY SCHOOL DISTRICT AND LEARNING GROVE SCHOOL AGE SERVICES: Before and After School Care for: New Haven Elementary

This Agreement entered this 16th day of June 2025 between Boone County School District (“District”) and Learning Grove, a not for profit corporation (“LG”), whose address is 333 Madison Avenue, Covington, Kentucky 41011.

This Memorandum of Understanding memorializes the agreement between the District and LG for the operation of Before-School Programs (BSP) and After-School Programs (ASP) within the District.

GENERAL TERMS

The BSP/ASP will benefit the children eligible by geographic determination specified by the District and children of District employees.

The BSP/ASP will be staffed, operated and managed by LG, and in a manner in conformity with all laws, regulations and procedures applicable to day care and preschool facilities.

The District shall provide adequate and appropriate space for the operation of the BSP/ASP at the school.

The BSP/ASP shall provide before and/or after school care for children enrolled at the particular school location.

In essence, the BSP/ASP are LG’s programs and the District is merely providing the space in a school setting for their operation. The BSP/ASP shall be financially and programmatically independent of the District.

II. SCHEDULE

BSP/ASP shall operate during the school calendar year and be in operation on days that school is in session.

The BSP shall not operate if the school declares a morning delay. The ASP shall not operate if the school declares an early dismissal prior to the end of the regular school day.

FACILITIES AND EQUIPMENT

- A. The District 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 Day Care Licensing and Regulation (“Cabinet”), including an indoor space appropriate for operation for a BSP/ASP 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 LG.
- B. LG will equip the space with supplies appropriate for the operation of the BSP/ASP.

PERSONNEL

- A. LG 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 District Coordinator 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 LG.
- B. Personnel hired for the BSP/ASP are employees of the LG and are not employees or agents of the District for any purpose.
- C. All BSP/ASP personnel shall meet the licensure requirements of their occupations and any additional requirement set forth by the Cabinet.
- D. LG 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, LG shall be responsible for providing substitutes for absent employees.
- E. LG shall evaluate their employees to determine suitability for ongoing employment at the center.
- F. LG personnel, as a condition of their employment location being at a District school;
- 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. LG is responsible to obtain and cover costs associated these checks. A copy shall remain on-site at the BSP/ASP program. Licensing prohibits the employment of any individual found to have a substantiated abuse or neglect charge or convicted of a crime pursuant to KRS 17.165 (5).
- ii. Shall abide by directives of the school administration respecting student safety and the orderly conduct of the school building.

PROGRAM

- A. The BSP/ASP shall be managed and operated by LG in accordance to the regulations of the Cabinet for Child Care, and when eligible, participate in Kentucky's STARS voluntary quality initiative. LG shall provide supervision of its Director of the BSP/ASP programs.
- B. LG, the District and the School shall share in the recruitment of students eligible to enroll their children in the BSP/ASP.

COST REIMBURSEMENT

- A. Tuition shall be funded through available LG assistance and/or state child care subsidies to qualifying parents, and parent tuition. LG shall provide billing to the state, LG assistance and parents for this reimbursement with no involvement or responsibility of the District.

TITLE TO PROPERTY

- A. All property, equipment, materials, and supplies provided by LG shall remain the property of LG and shall be returned to LG upon termination of this Agreement.

- B. All property, equipment, materials, and supplies provided by the District shall remain the property of the District.

INSURANCE

LG 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). The District shall be named an additional insured on the policy.

HOLD HARMLESS

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

TERMINATION

This Agreement may be terminated for any reason by either party upon 30 days written notice.

In the event enrollment is not sufficient to support LG's operation of the BSP/ASP, LG will notify the school and enrolled families in a timely manner.

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



Authorized Representative:

7/1/25
Date

CEO
Title

BOONE COUNTY SCHOOL DISTRICT

Authorized Representative

Date

Title

MEMORANDUM OF UNDERSTANDING

BOONE COUNTY SCHOOL DISTRICT AND LEARNING GROVE SCHOOL AGE SERVICES: Before and After School Care for: Steeplechase Elementary School

This Agreement entered this 16th day of June 2025 between Boone County School District (“District”) and Learning Grove, a not for profit corporation (“LG”), whose address is 333 Madison Avenue, Covington, Kentucky 41011.

This Memorandum of Understanding memorializes the agreement between the District and LG for the operation of Before-School Programs (BSP) and After-School Programs (ASP) within the District.

GENERAL TERMS

The BSP/ASP will benefit the children eligible by geographic determination specified by the District and children of District employees.

The BSP/ASP will be staffed, operated and managed by LG, and in a manner in conformity with all laws, regulations and procedures applicable to day care and preschool facilities.

The District shall provide adequate and appropriate space for the operation of the BSP/ASP at the school.

The BSP/ASP shall provide before and/or after school care for children enrolled at the particular school location.

In essence, the BSP/ASP are LG’s programs and the District is merely providing the space in a school setting for their operation. The BSP/ASP shall be financially and programmatically independent of the District.

II. SCHEDULE

BSP/ASP shall operate during the school calendar year and be in operation on days that school is in session.

The BSP shall not operate if the school declares a morning delay. The ASP shall not operate if the school declares an early dismissal prior to the end of the regular school day.

FACILITIES AND EQUIPMENT

- A. The District 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 Day Care Licensing and Regulation (“Cabinet”), including an indoor space appropriate for operation for a BSP/ASP 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 LG.
- B. LG will equip the space with supplies appropriate for the operation of the BSP/ASP.

PERSONNEL

- A. LG 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 District Coordinator 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 LG.
- B. Personnel hired for the BSP/ASP are employees of the LG and are not employees or agents of the District for any purpose.
- C. All BSP/ASP personnel shall meet the licensure requirements of their occupations and any additional requirement set forth by the Cabinet.
- D. LG 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, LG shall be responsible for providing substitutes for absent employees.
- E. LG shall evaluate their employees to determine suitability for ongoing employment at the center.
- F. LG personnel, as a condition of their employment location being at a District school;
- 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. LG is responsible to obtain and cover costs associated these checks. A copy shall remain on-site at the BSP/ASP program. Licensing prohibits the employment of any individual found to have a substantiated abuse or neglect charge or convicted of a crime pursuant to KRS 17.165 (5).
- ii. Shall abide by directives of the school administration respecting student safety and the orderly conduct of the school building.

PROGRAM

- A. The BSP/ASP shall be managed and operated by LG in accordance to the regulations of the Cabinet for Child Care, and when eligible, participate in Kentucky's STARS voluntary quality initiative. LG shall provide supervision of its Director of the BSP/ASP programs.
- B. LG, the District and the School shall share in the recruitment of students eligible to enroll their children in the BSP/ASP.

COST REIMBURSEMENT

- A. Tuition shall be funded through available LG assistance and/or state child care subsidies to qualifying parents, and parent tuition. LG shall provide billing to the state, LG assistance and parents for this reimbursement with no involvement or responsibility of the District.

TITLE TO PROPERTY

- A. All property, equipment, materials, and supplies provided by LG shall remain the property of LG and shall be returned to LG upon termination of this Agreement.

- B. All property, equipment, materials, and supplies provided by the District shall remain the property of the District.

INSURANCE

LG 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). The District shall be named an additional insured on the policy.

HOLD HARMLESS

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

TERMINATION

This Agreement may be terminated for any reason by either party upon 30 days written notice.

In the event enrollment is not sufficient to support LG's operation of the BSP/ASP, LG will notify the school and enrolled families in a timely manner.

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



Authorized Representative:

7/1/25

Date

CEO

Title

BOONE COUNTY SCHOOL DISTRICT

Authorized Representative

Date

Title

USE AGREEMENT

This agreement made by and between the Boone County Board of Education, Kim Best, Assistant Superintendent of Operations as Principal authorized so to act by direction of the Board of Education and Learning Grove hereinafter referred to as "user" of the school facilities hereinafter described.

WITNESSETH:

The principal does hereby agree to permit user to utilize certain school facilities more particularly described as follows:

For before school and after school care at Erpenbeck Elementary, Kelly Elementary,

Longbranch Elementary, New Haven Elementary, and Steeplechase Elementary.

at the following times and dates: School year 2025-2026

subject to the following terms and conditions:

1. The school property identified above may be utilized by the user as a permittee at will on the condition that all terms and conditions as hereinafter set out are complied with and any other terms and conditions may result in immediate termination of the Use Agreement and/or liability of the user. The utilization of the premises by the user is a privilege extended to the user by the Board of Education and said use does not constitute a property right nor shall it be deemed a lease or renewable beyond the specified period without the written consent of the principal.
2. The use of these school facilities shall be in compliance with all laws and regulations and the terms and conditions of Boone County Board of Education policies, including but not limited to BCBE Policy No. 05.3, 05.31, 05.32 and 10.3 which are incorporated by reference herein.
3. The reserved time/date for use by user may be cancelled or preempted by Principal and permission for use may be terminated without cause by notice from Principal.
4. User is responsible for the conduct of its participants or guests.
5. There shall be no subletting or assignment of this agreement nor any profit making or commercial venture subject of the use.

6. User shall return the facilities or premises in the same condition as at the commencement of the use, or if user fails to do so, the user will be responsible for the cost of clean-up and be prohibited from further use of facilities.
7. The user agrees to save harmless the Boone County Board of Education, its employees and agents, for any liability, damage, loss or expense incurred respecting the utilization of the school facilities; and the user agrees to reimburse the Boone County Board of Education for any damages to or replacement of school property damaged, lost, stolen or vandalized while in user's name.

IN WITNESS WHEREOF the principal for and on behalf of the Board of Education and the user hereunto set their hands this 3rd day of July, 20 25.

Boone County Schools

SCHOOL

BY:

PRINCIPAL

H. Michelle Yong
USER/SIGNATURE

333 Madison Ave

ADDRESS

Covington

KY

41011

CITY

STATE

ZIP

859-431-2075

PHONE NUMBER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2024

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).

PRODUCER Houchens Insurance Group 2734 Chancellor Dr, Suite 301 Crestview Hills, KY 41017	CONTACT NAME: Cindy Charles	
	PHONE (A/C, No, Ext): (859) 426-4540	FAX (A/C, No): (859) 426-4540
	E-MAIL ADDRESS: ccharles@higusa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Learning Grove, Inc 333 Madison Ave. Covington, KY 41011	INSURER A : Selective Insurance Company of America	12572
	INSURER B : Selective Insurance Company of South Carolina	19259
	INSURER C : Cincinnati Specialty Underwriters Insurance Company	13037
	INSURER D : ClearPath Specialty	16273
	INSURER E :	
	INSURER F :	

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

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

CERTIFICATE HOLDER

CANCELLATION

FOR PRESENTATION USE ONLY XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX	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