

MEMORANDUM OF UNDERSTANDING
FOR SCHOOL-BASED SERVICES

This Memorandum of Understanding ("MOU"), dated this 23rd day of March, 2026 (the "Effective Date"), is made and entered into by and between the Boone County School District ("the District"), with an address of 8330 U.S. Highway 42, Florence, KY 41042, and UpSpring ("Service Provider"), with an address of P.O. Box 23300, Cincinnati, OH 45223.

WHEREAS, Service Provider is a nonprofit that provides educational and enrichment services to students experiencing homelessness; and

WHEREAS, Service Provider recruits and employs certified teachers, instructional assistants, program directors and other support staff who are trained to provide trauma-informed educational and enrichment services to children who are currently or have recently experienced homelessness; and

WHEREAS, the District enrolls and provides educational services to children in Boone County, Kentucky; and

WHEREAS, the District seeks to bring supportive academic services focused on at-risk children during the summer months with an educational and enrichment program designed to engage such children and a vendor experienced in delivering such a program; and

WHEREAS, the District and Service Provider desire to collaborate on assisting at-risk children in retaining or improving their academic skills and social emotional competence, which impacts their learning experience, to assist students in functioning at higher levels despite their circumstances.

NOW THEREFORE, the parties enter into this MOU, defining their respective rights, duties, and liabilities relating to the on-site school-based services set forth herein, as follows:

Section 1. Service Provider's Obligations. In exchange for the consideration as stated herein, Service Provider agrees to the following:

- A. Trained Professionals. Service Provider agrees to hire and employ professional staff who will be supervised by personnel employed by Service Provider. The Trained Professionals provided by Service Provider under this MOU shall each possess all requisite certifications and degrees in their respective fields, as well as all other appropriate licensing credentials and training consistent with the services provided. These Trained Professionals are the sole employees of Service Providers and have no employment relation of any kind to the District, nor are they independent contractors to the District.

- B. Services Provided. Trained Professionals employed by Service Provider will be responsible for providing a variety of services to the District's staff and directly to the District's students and their families. The personnel and services provided include:
- a. UpSpring Summer 360 program for 6 weeks beginning June 8, 2026 and ending July 17, 2026, M-F from 9:00am to 3:30pm on-site at Florence Elementary;
 - b. 1 Program Director, 1 Program Administrative Assistant, 3 Certified Teachers, 3 Instructional Assistants, and 2 College Interns to staff the program;
 - c. Teaching and enrichment activity supplies, materials, and equipment;
 - d. Payment for use of Boone County Transportation services to transport children to and from camp and to and from off-site activities;
- C. Conduct of Trained Professionals. All Trained Professionals delivering services on District property are required to act in accordance with Board Policies and Procedures at all times. Failure to comply with Board Policies and Procedures may result in immediate removal from District property and termination of this MOU.
- D. Insurance. Service Provider agrees to covers its employees including, but not limited to, Trained Professionals and their services provided on District property, under Service Provider's general liability/malpractice insurance policy, and any and all other employment-related insurance policies which Service Provider maintains for and on behalf of its employees and contractors.
- E. Compliance with Laws. Service Provider is solely responsible for complying with relevant state and federal laws regarding the conduct of and services provided by its Trained Professionals.
- F. Confidentiality. Service Provider understands that, by virtue of its performance under this Agreement, Service Provider and its Trained Professionals may have access to educational records protected under the Family Educational Rights and Privacy Act of 1974 ("FERPA") where Service Provider and its Trained Professionals act in the capacity of a "School Official" with a legitimate educational interest. Service Provider acknowledges that the intentional disclosure of any FERPA protected information to any unauthorized person could subject Service Provider to criminal and civil penalties imposed by law. Service Provider further acknowledges that such willful or unauthorized disclosure also violates District policy and could result in immediate termination of this Agreement and an action to recover civil remedies available by law.

Service Provider agrees that, prior to providing any services on District property, each of its Trained Professionals will execute the Third Party Service Provider Conduct and Confidentiality Agreement attached to this MOU as Exhibit A and return a copy of the same to the District.

- G. Third Party Payers. Service Provider acknowledges that this MOU does not create any financial obligation by the District, and further acknowledges that it is solely responsible for accessing third party payers and other service reimbursement opportunities for the services provided herein. Service Provider may work with students and their families to obtain insurance without the District's involvement. Any direct-bill services provided by Service Provider shall be paid for by the clients either through direct pay or the clients' private insurance carrier or any other third-party source, and not through any monies budgeted by the District.

Section 2. District's Obligations. In exchange for the consideration as stated herein, the District agrees to the following:

- A. Facilities. The District will provide a private office or other space for Service Provider's Trained Professionals to deliver services pursuant to this MOU and maintain confidentiality. Program requires use of four furnished classrooms with whiteboards and access to Wi-Fi, cafeteria, outdoor playground, and gymnasium (if available) with access to building from 8am-4pm M-F.
- B. Point of Contact. The District will identify a point of contact to facilitate communication between Service Provider and its students' families, and to serve as a local contact person for general assistance.
- C. Referrals. The District and its staff will provide written referrals to Service Provider through the school counselors, teachers, or administrators. The District shall work with Service Provider to obtain appropriate consent and releases of information from the child's parent or guardian in order to enable the information exchange needed between the Service Provider's Trained Professionals and appropriate District personnel.
- D. Observations. As appropriate and needed, and in accordance with Board Policies and Procedures, and subject to classroom schedules, District will provide Service Provider's Trained Professionals with classroom access to observe children referred for receipt of Service Provider's services in their academic and social environments.
- E. Food Program. The District shall provide Breakfast and Lunch meals in accordance with free lunch policies for the students participating in UpSpring Summer 360.
- F. Bus Transportation. The District shall arrange and provide bus transportation services for students enrolled in UpSpring Summer 360. Transportation will be billed to Service Provider at an agreed upon rate not to exceed \$16,000.

Section 3. Mutual Obligations. The Parties mutually agree to the following:

- A. Term. That the term of this MOU shall be from the Effective Date through July 17, 20_26__, unless this MOU is mutually amended to modify the term or terminated.

- B. Exchange of Information. The Parties agree to draft and sign student information exchange agreements within each organizations' respective legal authority to do so.
- C. Amendment. This MOU may be amended in writing at any time by mutual agreement of the Parties to this MOU. Mutual assessment and evaluation of services shall occur during the period of this MOU and shall form a basis for decisions for continuation and/or revision of MOU services.
- D. Termination. Either Party to this MOU has the right to terminate this MOU for any reason by giving the other party a minimum of thirty (30) days advance, written notice.
- E. Governance. This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Jurisdiction to enforce the terms of this MOU shall be with the Boone Circuit Court.
- F. Written Notice. Any written notice provided under this MOU or required by law shall be deemed to have been given and received when it is sent by certified mail or hand delivered to the other Party of this MOU. The official recipients of such notices shall be as follows:

Dr. Jeff Hauswald, Superintendent
 Boone County School District
 8330 US Highway 42
 Florence, KY 41042

Jordan Mitchell, Program Director
 UpSpring
 P.O. Box 23300
 Cincinnati, OH 45223

IN WITNESS WHEREOF, the District and Service Provider execute this Memorandum of Understanding to be effective upon approval of the Board of Education at the May 14, 2026, regular meeting.

BOONE COUNTY SCHOOL DISTRICT

By: _____

Date: May 14, 2026

Printed Name: Dr. Jeff Hauswald

Title/Position: Superintendent

UPSPRING

By: Melissa Adamchik

Date: 05/05/2026

Printed Name: Melissa Adamchik (for Jordan Mitchell who is currently on leave until May 4, 2026)

Title/Position: Executive Director

Use Agreement

This agreement made by and between the Boone County Board of Education, Ryan Burch as Principal authorized so to act by direction of the Board of Education and Up Spring Summer 360 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:

5 class room spaces, common spaces including
gym, playground, & cafeteria

at the following times and dates: June 8th - July 17th 2026

from 9am - 3:30pm 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 or District Administration and permission for use may be terminated without cause by notice from Principal or District Administration.
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.
8. The User acknowledges that approval of this request does not signify District sponsorship, endorsement or approval of their organization or the activity.

Use Agreement

IN WITNESS WHEREOF the Principal for and on behalf of the Board of Education and the User hereunto set their hands this 5 day of May, 20 26.

Florence Elementary SCHOOL

BY: Ryan Burch, Ryan Burch
PRINCIPAL

Up Spring
USER

P.O. Box 23300
ADDRESS

Cincinnati Ohio 45223
CITY STATE ZIP

513 389 0805
PHONE NUMBER

Rental Application and Contract**CONDITIONS OF RENTAL**

All rental of school facilities is subject to the following conditions:

1. An official application shall be made to the Superintendent or his designee.
2. Rentals will be made only to responsible and organized groups, and responsible officers of that group must sign the application and the contract.
3. Conditions of that contract shall include:
 - a. Acceptance of responsibility by officials of the renting organization for any damage or loss resulting from the rental; JM Initials
 - b. Agreement that renting organizations, and officers thereof, shall assume all liability for any personal injuries incurred during their use of the facilities and shall hold the Board harmless from any such claims against it; JM Initials
 - c. Agreement to observe all fire and safety regulations; JM Initials
 - d. Agreement that the use of any tobacco product, alternative nicotine product, or vapor product shall not occur on or in all property. The use of alcoholic beverages is prohibited in school buildings or on school grounds; JM Initials
 - e. Observance that no immoral or illegal activity shall be allowed on the premises; JM Initials
 - f. The presence of a school custodian at all times. The hourly wage of the custodian(s) must be included in the contract along with the social security and retirement payments required by law. If the custodian is employed beyond the normal 40-hour week that he works for the Board, overtime wages must be paid. N/A Initials
 - g. The presence of a food-service employee when kitchen facilities are used. The hourly wage of the employee must be included in the contract along with social security and retirement payments required by law. N/A Initials
 - h. Agreement that no kitchen equipment may be used outside the building; JM Initials
 - i. Agreement that no alterations to the buildings or grounds be made without prior approval; JM Initials
 - j. Agreement that the renting party shall not sublease or reassign any portion of the building or item of equipment covered by the rental contract; JM Initials
 - k. Agreement that school equipment shall not be a part of the rental contract unless specifically enumerated; JM Initials
 - l. Agreement to leave the facilities in as good a condition as before used. Groups using outdoor facilities free of charge shall do the cleaning themselves or bear the cost of necessary custodial services. JM Initials
 - m. Agreement that only the agreed upon, assigned areas / spaces of the property may be used. JM Initials

- n. Agreement that parking in designated areas will be enforced by the renter. There is no parking in grass areas or non-designated parking areas unless included as part of the original facility use agreement. JM Initials
- o. Agreement that there are to be no alterations to designated handicap parking spaces through the addition of or removal of signage JM Initials

REFERENCES:

KRS 158.149; KRS 162.055; KRS 438.050; KRS 438.305
OAG 81-295
R. L. 114-95, (Every Student Succeeds Act of 2015)

07/03/2025

Facility Use Agreement Application

This application must be completed and attached to the Facility Use Agreement along with all corresponding required documents. Incomplete applications or those submitted without all required documents will be returned without consideration.

Today's Date 05/16/26

Requestor's Contact Information

Name: Jordan Mitchell

Organization: UPSpring

Does this organization have non-profit status? Yes No
If yes, please attach documentation.

Contact number: 513-389-0805

Email address: jordan@upspring.org

School / Location Requested

Florence elementary

List all areas needed:

4 classrooms, gym, playground, cafeteria

** ex. Auditorium, football field, practice field, parking lot, classrooms (list number needed) kitchen, cafeteria etc.

Date(s) of program / event: 06/05/26 - 07/17/26

Program/ event time: 9am - 3:30pm

Actual time needed: 8am - 4:30pm Include set up / tear down / clean up / restoration time

Expected number of attendees: 60-65

Is this event part of a fundraiser? Yes No ** If yes, please attach a copy of the submitted fundraiser approval

How is this event/ program being advertised? Please attach any relevant flyers, media notices, social media postings, registration information etc.

N/A

Do you have liability insurance? Yes ___ No ** If yes, please attach a copy of your Certificate of Insurance.

Who is responsible for supervision of the attendees of this event / program?
CAMP DIRECTOR MEGHAN + STAFF

Purpose of the event / program:
TO improve literacy & math skills, boost social, emotional, and physical health, expand enrichment opportunities for children experiencing homelessness.

Safety and Emergency Procedures:
UESERING will follow the school emergency procedures.

Inclement Weather Plan :
UESERING will follow the school weather plan.

Site restoration plan:
** Include the plan for trash removal, cleaning of facilities, returning of equipment etc. For programs over multiple days, there should be a plan for nightly restoration.
The school team will support in trash & cleaning of the rooms.

For outdoor only events:

07/03/2025

Plan for restroom facilities. Will you be using school facilities? Providing portable restrooms?

using school

This section to be completed by school or district administration

Please Initial each item.

RB Administration has reviewed the application in its entirety and has attached all required documents.

RB Administration has checked the Active Facility and Construction Projects document to ensure there is no conflict with scheduled work.

RB For athletic events, administration has coordinated with the Athletic Director to ensure there is no conflict with previously scheduled events.