



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

# Issue Paper

**DATE:**

5/15/2026

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the Agreement between the Kenton County School District and Learning Grove, Inc.

**APPLICABLE BOARD POLICY:**

01.1-Legal Status of the Board

**HISTORY/BACKGROUND:** This Memorandum of Understanding is an agreement between the KCS D and Learning Grove, Inc. for the operation of preschool child care services at River Ridge Elementary School. KCS D 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 KCS D.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval of the Agreement between the Kenton County School District and Learning Grove, Inc.

**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 \_\_\_\_\_, 2026 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.

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. FINANCIAL AND OPERATIONAL CONDITIONS**

**A. Self-Sustaining Program** The LGI program shall be a self-sustaining program provided by the Vendor, at no cost to the district.

**B. Vendor Cost** The LGI program will be assessed a fee for operating the program in a district building based on a percentage of monthly gross revenue. In consideration for the use of KCSD school facilities, the Vendor agrees to pay to KCSD a monthly fee equal to eight percent (8.0%) of Vendor's gross monthly revenue derived from LGI Program operations conducted at the building. For the purposes of this Agreement, "Gross Revenue" shall be defined as all income and proceeds of any kind derived by the Vendor from the operation of its LGI Program at the KCSD building. Payment for the preceding calendar month is due on or before the 10th day of the following month (e.g., rent for September is due by October 10th) and shall be submitted to:

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**Kenton County Board of Education  
2044 Tuscanview Drive  
Covington, KY  
41017**

Together with each monthly payment, the Vendor must submit a "Monthly Revenue Statement" signed by an authorized officer of the Vendor. This statement must include:

1. Total student enrollment for the month.
2. Total gross income for the charged month.
3. The calculation of the eight percent (8%) assessed fee.

The Vendor Cost may be renegotiated by the request of either party prior to the renewal date. Any Vendor cost changes must be approved by both parties through the reissuance and approval of a Memorandum of Understanding, with the new cost structure outlined.

**C. Equipment** The equipment used by the Vendor in the execution of programming will be supplied and maintained by the Vendor, with a storage area provided by the school. All equipment costs, including purchase, delivery, and maintenance, are to be borne by the Vendor.

**D. Security Requirements**

1. All outside doors must remain locked at all times. Propping of doors is prohibited.
2. Service provider staff members shall have identification badges, or clearly identifiable clothing, indicating they are employed by the vendor.
3. A process of student dismissal and parent/guardian pickup shall be implemented to ensure that students are safely dismissed to their legal parent/guardian, or other parent/guardian approved individual.

**E. Supervision of Students in the LGI Program** The staff of the vendor is responsible for providing a safe environment for enrolled students, including ensuring that appropriate supervision is in place at all times. It is the responsibility of the vendor staff to address all issues of student misconduct while a student is in the care of the program. This shall include informing students of conduct expectations, responding appropriately to conduct incidents, and all communication with parents/guardians related to the situation.

**IV. Staffing and Licensing Requirements**

- 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.

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- 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. PARTICIPANT COST**

LGI shall provide billing to the state and parents/guardians 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.

**IX. HOLD HARMLESS**

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

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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.

**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: \_\_\_\_\_ Date \_\_\_\_\_

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