



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

Issue Paper

DATE:

7/16/2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve the Agreement between Caywood, Fort Wright, and Piner and KCE Champions LLC ("Champions") for before and after school child care services.

APPLICABLE BOARD POLICY:

01.1-Legal Status of the Board

HISTORY/BACKGROUND: Caywood, Fort Wright, and Piner will provide Champions with access to facility space to operate the program, as available and approved by building administration. This agreement shall remain financially and programmatically independent of KCS D. This MOU has been amended from the May 2026 KCS D board approved MOU. The amendment can be found on page 2 under "Financial and Operational Conditions" Part B "Vendor Cost". The due date for payment to the KCS D Board was changed from the 10th of the month to the end of the month (28th or 30th) to accommodate Champions.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval of the Agreement between Caywood, Fort Wright, and Piner and KCE Champions LLC ("Champions") for before and after school child care services.

CONTACT PERSON:

Carrie Holloway, 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.

MEMORANDUM of UNDERSTANDING (MOU) for *Before and After School Care Programming* in the Kenton County School District

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 2026, by and between the **Kenton County School District Board of Education**, (hereinafter referred to as "KCSD" or "The Board"), located at 2044 Tuscanyview Drive, Covington, KY 41017, and [REDACTED] Champions (hereinafter referred to as the "Vendor" or "Contractor").

I. Purpose and Scope of Agreement

The purpose of this MOU is to establish the terms and conditions under which the Vendor will provide **Before and After School Care Programs** for KCSD schools seeking such services.

A. Scope of Services

The Vendor shall provide an on-site Before and After School Care Program in a safe and secure environment for children enrolled in the KCSD schools.

B. Program Requirements

1. **Operational Schedule:** The building Principal will be responsible for selecting the Vendor that will provide Before and After School Care Programming in KCSD schools. Additionally, the daily schedule for before and after school care programming shall be agreed upon by the Vendor and the building Principal. It is recommended that programs do not start prior to 7:00 AM and end no later than 6:00 PM. School events or activities being held in the building take precedent for scheduling purposes. Therefore, changes to the Vendor's daily service schedule, to accommodate school needs, shall occur when provided notice by the building Principal. Communication to parents/guardians of the program schedule, and changes that occur, are the responsibility of the Vendor.
2. **Calendar:** The program will follow the KCSD school calendar and will be closed when the district is closed. Vendors will follow schedule changes caused by delays and early dismissals of KCSD schools.

II. Term, Renewal, and Termination

A. Period of Contract The period of this agreement shall be from the date of approval by both parties to June 30, 2027.

B. Renewal If agreeable to both parties, through written acceptance by March 15th of each year, this agreement may be extended for additional annual renewals.

C. Termination The agreement may be terminated for any reason by either party upon 30 days written notice to the other party.

III. Financial and Operational Conditions

A. Self-Sustaining Program The before and after school care program shall be a self-sustaining program provided by the Vendor, at no cost to the district.

B. Vendor Cost The vendor providing Before and After School Care Programs 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 Before and After School Care 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 Before and After School Care Program at the KCSD building. Payment for the preceding calendar month is due on or before the 30th day of the following month, or the last day of a month consisting of less than thirty days, (e.g., rent for September is due by October 30th, January is due by February 28th) and shall be submitted to: **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 Before and After School Care 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. Personnel Before and After School Care Programs shall be staffed, operated and managed by the Vendor. Vendor personnel are employees of that Vendor and are not employees or agents of the KCSD for any purpose. The Vendor is solely responsible for all employer related expenses, including all employer related taxes, workers' compensation and eligible fringe benefits for its employees.

B. Licensing and Ratios The Vendor must have the appropriate child care license to operate the program and meet the state of Kentucky requirements for student-to-staff ratio. Specifically, staff per student ratio must follow Kentucky Cabinet for Health and Family Services 922 KAR 2:120.

C. Training and Professional Development Staff members must be trained in CPR, first aid, and the handling of confidential information. The staff should be qualified and alert in their supervision and knowledgeable to address the needs of all students, including those with medical needs and disabilities.

D. Background Checks and Employee Restrictions Fingerprinting and background checks for all employees and volunteers must be completed before having contact with district students, and the costs for these are the responsibility of the Vendor. Employees with the following offenses will not be permitted to have any contact with KCSD students:

- Sex-related offense convictions.
- Convictions against minors.
- Felony offense convictions against persons or property.
- Alcohol violation convictions within two (2) years from date of check, and no more than two (2) such offense convictions in total.
- Violence, threat-related or civil disturbance related misdemeanor convictions within seven (7) years from the date of the check. This includes: assault, terroristic threatening, menacing, harassment, violations of EPO/DVO, stalking, resisting arrest, disorderly conduct, contempt of court and similar offenses.
- Drug related offense convictions.
- Deadly weapon-related offense convictions.
- A pattern of irresponsible behavior, based upon the background check.

V. General and Ethical Conditions

A. Governing Law and Jurisdiction The validity, performance, construction, interpretation, and effect of this agreement shall be governed by the laws of the State of Kentucky. The parties agree to submit themselves to the exclusive jurisdiction of the courts located within Kenton County, Kentucky.

B. Indemnification and Insurance The Vendor agrees to indemnify and save The Kenton County School District harmless from claims for death or injury to the Vendor's personnel while such personnel are on KCSD premises in connection with the performance of this agreement. The Vendor shall maintain the following minimum insurance coverage:

1. Statutory Workman's Compensation Insurance on each employee.
2. Public Liability not less than \$1,000,000 single limit per occurrence.
3. Property Damage Liability, including Contractual Liability, with limits of not less than \$1,000,000 single limit per occurrence.
4. Automobile Liability Insurance, including all Owner, non-Owner or hired vehicles, with limits of not less than \$500,000.00 single limit per occurrence.

C. Ethical Standards (Conflict of Interest and Gratuities) The Vendor acknowledges that it shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee of KCSD, or for any employee or former employee to solicit, demand, accept, or agree to accept from the Vendor, a gratuity or offer of employment in connection with any matter pertaining to this contract. Conflicts of interest, gratuities, and kickbacks are strictly prohibited in accordance with KRS 45A.455 and KRS 45A.990.

VI. Default and Corrective Action

A. Default In case of default by the Vendor, KCSD may procure the services from other sources.

B. Corrective Action Request (C.A.R.) If an incident occurs that KCSD deems unacceptable, KCSD may issue a written Corrective Action Request (C.A.R.) to the Vendor detailing the incident, problem, and/or issue(s).

1. The Vendor has up to two (2) weeks from the date of issue to respond to KCSD in writing.
2. If KCSD does not receive a response from the Vendor, the agreement shall be dissolved and considered null and void, and the Vendor may not request or offer future agreements for three (3) years.
3. If KCSD deems the written response unsuitable, KCSD may revoke the agreement and refuse potential requests or offers from the Vendor until such a time is deemed suitable by KCSD.

VII. Signatures

The Kenton County School District Board of Education

Signature: _____

Title: _____

Date: _____

Kenton County School District School Building

School: _____

Signature: _____

Title: _____

Date: _____

Vendor/Contractor: *KinderCare Education, LLC - Champions*

Vendor Name: _____

Signature: _____

Title: _____

Date: _____