



## Memorandum of Understanding

This Memorandum of Understanding ("Agreement") is made on the 8th day of Sept 2026, ("Effective Date") by and between UpSpring, an Ohio nonprofit ("UpSpring") and **Bellevue High School** ("Bellevue"), a Kentucky public school in the Bellevue Independent Schools district.

This MOU sets for the terms and understanding between UpSpring and Bellevue to provide **UpSpring's College and Career Readiness program entitled "Pathway to Success"** to identified McKinney-Vento & at-risk students at Dayton High School.

### WITNESSETH

WHEREAS, it is in the best interests of Bellevue and the communities it serves for Dayton to arrange for academic and enrichment activities focused on McKinney-Vento students during the school year, with a program designed to **engage and support high schoolers in their post-secondary education and career readiness, UpSpring's Pathways to Success program**, and a vendor qualified and experienced in developing and delivering such a program;

WHEREAS, Bellevue has decided to provide such services to its students by establishing an agreement with UpSpring to provide **the Pathways to Success program** at its facilities;

WHEREAS, UpSpring has employees, and/or independent contractors consisting of **a sufficient and qualified Program Director and Program Manager to provide post-secondary education and career readiness activities** at Bellevue's facilities, grant collaboration such as input and evaluation;

WHEREAS, UpSpring desires to provide **post-secondary education and career readiness** activities at Bellevue's facilities and Bellevue 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:

### Term of Agreement

Subject to any provisions herein allowing for termination of this Agreement, services shall be weekly beginning **September 2026** and continuing through **May 2027** (the "Initial Term"). Thereafter, this Agreement may be revisited the following year for successive weekly

terms (each school year) if the Parties agree to do so by giving not less than ninety (90) days prior written notice to the other party. If less than 90 days' notice is given by the school or shelter entering into this agreement, an assurance of services cannot be made and will depend upon the current capacity of staff.

### **Purpose & Need**

The McKinney-Vento Act provides rights and services to children and youth experiencing homelessness, which includes those who are: sharing the housing of others due to loss of housing, economic hardship, or a similar reason; staying in motels, trailer parks, or campgrounds due to the lack of an adequate alternative; staying in shelters or transitional housing; or sleeping in cars, parks, abandoned buildings, substandard housing, or similar settings.

School-age children and youth spend 80 percent of their waking hours outside of school, while 1 in 5 young people in the U.S. are alone after the school day ends. High-quality afterschool programs promote positive youth development and offer a safe space where youth can explore their potential.

Effective afterschool programs provide learning settings that bring a wide range of benefits to youth, families, and communities. Afterschool programs can support social, emotional, cognitive, and academic development, reduce risky behaviors, promote physical health, and provide a safe and supportive environment for children and youth.

Effective post-secondary education and career readiness programs assist youth in successful transitions to vocational or college education and/or career entry. In 2024, 75% of high school graduates reported feeling unprepared or only somewhat prepared for their future [Post Graduation Readiness Report](#). A readiness program is even more essential for students who have experienced poverty and homelessness, supporting their academic and social-emotional growth and instilling a sense of hope and greater control over their future.

### **Responsibilities of UpSpring**

Up Spring's duties and responsibilities hereunder shall include, but not be limited to, the following:

- A. UpSpring shall provide a program manager for UpSpring Pathways to Success programming at Bellevue HS.
- B. UpSpring shall provide the curriculum, supplies, teaching, and assessment materials required for UpSpring Pathways to Success programming.
- C. UpSpring shall ensure that at the close of programming, each space provided by Bellevue is returned to the same condition & configuration as it existed at
- D. Upspring will follow Bellevue's policies and procedures for technology usage and for safety/security.

## **Responsibilities of Bellevue**

Bellevue's duties and responsibilities hereunder shall include, but not be limited to, the following:

- A. Bellevue shall identify at-risk students to participate in UpSpring Pathways to Success program and shall enroll the same.
- B. The Partner School Site agrees to actively recruit, register, and maintain a minimum enrollment of seven (7) active students in the Program throughout the duration of this Agreement.
- C. Bellevue shall provide school facilities with ample space in which to conduct the UpSpring Pathways to Success program. The designated areas will be open at the agreed upon times.
- D. Bellevue shall ensure participating children have permission to participate in the program, including permission to be assessed using the program's career assessment and outcome tools.
- E. Bellevue shall ensure participating children have transportation or are able to walk home safely, if program is held after school hours.
- F. Bellevue shall review its safety and security policies with UpSpring staff.

## **Insurance**

At all times while this Agreement is in effect, UpSpring shall provide and maintain, at Up Spring's sole cost and expense, general liability insurance for itself and minimum primary coverage limits of One Million Dollars (\$1,000,000.00) per incident and Two Million Dollars (\$2,000,000.00) annual aggregate

## **Funding**

If the school has available funding that could cover any of the program's services, the school will notify UpSpring of such.

## **Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from UpSpring and Bellevue Independent School District. This MOU shall become effective upon signature by the authorized officials below and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials, this MOU shall end on May 31, 2027.

## **Contact Information**

UpSpring:

Jordan Mitchell, Program Director

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Bellevue High School/Bellevue Independent Schools:

Name: Katrina Rechtin

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Signature: \_\_\_\_\_

**Jordan Mitchell, Program Director  
UpSpring**

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

Signature: \_\_\_\_\_

**Katrina Rechtin  
Bellevue Independent Schools**

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