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

Issue Paper

DATE:
October 13, 2026

AGENDA ITEM (ACTION ITEM):
Consider/Approve Community Use Facility contract with Ky Select Basketball for use of the Summit View Academy gymnasium on various weekdays during non-school hours for the 2026-27 school year. Times and dates will be coordinated by the Athletic Director.

APPLICABLE BOARD POLICY:
05.3 Community Use of Facility

HISTORY/BACKGROUND:
The Ky Select is a local AAU basketball team requesting to practice at Summit View Academy.

FISCAL/BUDGETARY IMPACT:
Estimated Facility Rental Fee- $600

RECOMMENDATION:
Approval Community Use Facility contract with Ky Select Basketball for use of the Summit View Academy gymnasium on various weekdays during non-school hours for the 2026-27 school year. Times and dates will be coordinated by the Athletic Director.

CONTACT PERSON:
Randy Borchers

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.

Facility Use Contract

This agreement made by and between the Kenton County Board of Education, the school Principal, and the Superintendent/designee authorized so to act by direction of the Board of Education and KY Select/James Pouncy hereinafter referred to as "user" of the school facilities hereinafter described. The user is a (Check One): ____ profit organization ✓ non-profit organization/FEIN # _____

Category of user (I-5) 3 (Final determination of category is made by Superintendent/designee).

WITNESSETH:

The school Principal does hereby agree to permit user to utilize certain school facilities more particularly described as follows: Summit View Academy gymnasiums Non school day/time apply for Saturday + Sunday at the following times and dates: Tuesday + Thursdays or other days when available according to school admin subject to the following terms and conditions:

1. School facilities shall not be utilized by any outside group prior to ninety (90) minutes after the end of the school day at this campus, unless otherwise approved by the Superintendent/designee.
2. 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 specified by the Principal. Any violation of such 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.
3. The use of these school facilities shall be in compliance with all laws and regulations and the terms and conditions of Kenton County Board of Education policies, specifically including Board Policy 05.3, the terms of which are incorporated herein by reference.
4. The reserved time/date for use by user may be cancelled or preempted by Principal or Superintendent / designee and permissions for use may be terminated without eause by notice from Principal or designee.
5. Approved users are responsible for the conduct and safety of their participants, guests, coaches, officials, and spectators. Automated External Defibrillators (AED) accessibility is not the responsibility of the KCSD facility.
6. There shall be no transfer or assignment of this agreement, nor any profit making or commercial venture subject to this use.
7. Approved users are responsible for the observance of county and state fire and safety regulations at all times. Corridors, exits, and stairways shall be kept free of obstructions. Members of an audience or spectators must never stand or sit to block exits, aisle ways, or stairways. Facility capacities as determined by the Fire Marshall shall be observed.

Facility Use Contract

8. All activities will be cancelled when school is closed due to inclement weather. Outside groups using our facilities during inclement weather will be at their own risk. **Campuses will be cleared for school use only.**
9. 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.
10. The user agrees to hold harmless and defend the Kenton County Board of Education, its employees and agents, for any claim, liability, damage, loss or expense resulting from the utilization of the facilities used hereunder.
11. The user agrees to provide liability insurance coverage for its use of the facilities including the following minimum amounts:

    The liability insurance certificate is required to include the following minimum amounts:

    $2,000,000 General Liability coverage in the aggregate
    $1,000,000 General Liability coverage per occurrence
    The Kenton County Board of Education is noted as additional insured

    A copy of the liability policy or declaration of coverage page must be attached to this contract.

12. An orientation has been provided.

    (Please initial) JG user WW school representative

Applicable Fees:

Rental fee: $ 100/hr. per hr. (min 2 hours) Rental fee total: TBD

Custodial fee: Ø per hr. (min 2 hours) Custodial fee total: _____

Supervisory fee: Ø per hr. (min 2 hours) Supervisory fee total: _____

Equipment fee: _____ Equipment fee total: _____

Other fees: _____ Other fees total: _____

50% of total fees to be paid as security deposit at contract signing; remainder to be paid within two (2) weeks after contracted event.

Total Fees: TBD **Deposit:** _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

None

Misc. Considerations:

N/A

Facility Use Contract

Name of School: Summit View Academy KY Select
Name of Renting Organization "User"

James Pouncy
Name of "User" Representative (Print)

1587 Turnridge Way
Address

Independence KY 41051
City State Zip

(859) 409-0195
Phone Number

jamespouncy@hotmail.com
E-Mail Address

If responsible individual is other than then the "User" whose signature appears on this page below, please identify that individual. Responsible individual will be in attendance during entire use of facility.

Eric Pouncy Jr.
Name
3626 Woodford Rd. Cincinnati, OH 45213
Address
859-547-9297
Telephone Number
eric.pouncy@kenton.kyschools.us
E-Mail Address

IN WITNESS WHEREOF the Principal and the Superintendent/designee for and on behalf of the Board of Education and the user hereunto set their hands this 2 day of November, 2026. **Contracts for recurring events expire on June 30th of the school year.**

James Pouncy
Signature of "User" Representative

Julie Pouncy
Principal

Superintendent/designee

Review/Revised:7/7/2025

PRACTICE THIRD PARTY CERTIFICATE OF INSURANCE
AMATEUR ATHLETIC UNION OF THE U.S., INC.

CERTIFICATE HOLDER	Kenton County Board of Education 1055 Eaton Dr. Ft Mitchell, KY 41017	**COVERAGE DATES:** 11/7/2026 - 8/31/2027

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.

PRODUCER	**INSURED**	**MEMBER CLUB INSURED**
Alliant Insurance Services, Inc. 101 Park Avenue, 14th Floor New York, NY 10178	Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 22409 Lake Buena Vista, FL 32830-1000 (407) 934-7200	**CERTIFICATE ID:** PL5E3C3R29 **CLUB CODE:** UV6DCGAMN Kentucky Select 1587 Twinridge Way Independence, KY, 41051

INSURER(S) AFFORDING COVERAGE

Company **A** Everest Reinsurance Company- NAIC # 26921 Company **B** Everest National Insurance Company NAIC # 10120 Company **C** HDI Global Specialty SE NAIC# AA-1340041	*For box below, INSR LTR refers to Company A, B, or C.

COVERAGES - This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	AHP1207925-26	9/01/2026 12:01 AM.	9/01/2027 12:01 AM.	Accident Medical Accidental Death and Dismemberment	100,000 20,000
B	Excess Liability	GCN0012707-261	9/01/2026 12:01 AM.	9/01/2027 12:01 AM.	Each Occurrence Policy Aggregate	1,000,000 1,000,000
C	Excess Liability	25QS2292	9/01/2026 12:01 AM.	9/01/2027 12:01 AM.	Each Occurrence Policy Aggregate	4,000,000 4,000,000
B	General Liability	GCN0012693-261	9/01/2026 12:01 AM.	9/01/2027 12:01 AM.	Each Occurrence Limit General Aggregate Limit Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Aggregate Fire Damage to premises Rented to You Policy Aggregate Cap Medical Expenses Limit (Any One Person) Abuse or Molestation Incident Abuse or Molestation Aggregate	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 20,000,000 5,000 1,000,000 2,000,000

ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS

Coverage applies to Kentucky Select , License # PL5E3C3R29 AAU Practice License 2027
from 11/7/2026 through 8/31/2027, for the gross negligence and/or liabilities of the AAU Club(s) or registered members.
For said club to have coverage, all membership requirements in the AAU must be met.
Primary non-contributory applies as per attached endorsement ECG 24 520 04 02.
Waiver of Transfer of Rights of Recovery Against Other to Us applies per attached Endorsement ECG 24 522 04 02.
The Certificate holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and limitations of the policy(ies), attached CG 20 11 04 13 applies.

CANCELLATION – Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives.
REVOCATION OF MEMBERSHIP - will result in cancellation of coverage.

FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE.
Go to www.aausports.org , Membership, Insurance, Issued Third Party Certificates, Insert member club code

J. A Charles
Authorized Representative

Certificate No. UQKE7CP5QUCXY

3
insertfacility.cpt

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Designation Of Premises (Part Leased To You):
All locations owned, operated or leased by Name Of Person(s) Or Organization(s) listed below

Name Of Person(s) Or Organization(s) (Additional Insured):

Kenton County Board of Education
1055 Eaton Dr.
Ft Mitchell, KY 41017

Event: AAU Practice License 2027

Date: 11/7/2026 through 8/31/2027

Additional Premium: $ N/A

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012