

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COVINGTON INDEPENDENT PUBLIC  
SCHOOL DISTRICT AND THE BOYS AND GIRLS CLUB OF GREATER CINCINNATI FOR USE OF  
POOL FACILITIES FOR HOLMES HIGH SCHOOL SWIM TEAM**

This Memorandum of Understanding (MOU) is made and entered into this \_\_\_ day of January, 2023 ("Effective Date") by and between the Covington Independent Public School District (Hereinafter, "School District", and the Boys and Girls Clubs of Greater Cincinnati (Hereinafter, "BGCGC") to provide Holmes High School students and in particular the swim team members access to the swimming pool facilities maintained by BGCGC during school hours.

**RECITALS**

**WHEREAS**, BGCGC is a non-profit organization dedicated to the principles of youth development, serving youth ages six to eighteen years of age; and,

**WHEREAS**, BGCGC owns a facility which houses a swimming pool at 30 W. 26<sup>th</sup> Street, Covington, Ky. 41014 (Hereinafter, "Pool Facilities"); and,

**WHEREAS**, Holmes High School is a school located in the Covington Independent Public School District, and seeks to have access to the Pool Facilities for use by the swim team and its members for practices or other swim-team associated uses, and storage of swim team equipment and materials; and,

**WHEREAS**, the parties desire to implement this MOU for the time period of January 1, 2023 through the end of the 2022-2023 school year;

NOW THEREFORE, the Parties agree as follows:

1. BGCGC shall make available the Pool Facilities for School District's use and enjoyment from 01/09/2023 through 05/19/2023, from 10:15 a.m. to 12:00 p.m. Monday through Friday, excluding only the dates specified in paragraph 4. School District programs, including the Holmes Workforce Development Program, and School District students, shall have exclusive use of the Pool Facilities during these dates and times. BGCGC shall not make the Pool Facilities available to or accessible by any other third parties, community members, or Club members during these dates and times.
2. BGCGC shall be responsible for all operating and maintenance costs for the Pool Facilities during the times and dates specified in Paragraph 1. BGCGC shall provide one lifeguard per session and the lifeguard shall be an employee of BGCGC and not the School District. All lifeguards shall meet and maintain the certification and training requirements of BGCGC.

3. School District shall have access to and use of all storage units, systems, facilities, including but not limited to lockers, bins, storage room(s), etc. located at the Pool Facilities for storage of equipment, uniforms, and any other school-related property. School District shall be responsible for securing said property. BGCGC shall not be responsible for any loss, damage, or theft of school property while stored at the Pool Facilities.
4. School District shall have access to the pool use at the Pool Facilities for the District's swim team program as specified in paragraph 1, with the exception of the following dates: 01/16, 02/17, 02/20, 03/09-03/10, 04/03-04/07, 05/16-05/29, 05/31 (2023).
5. School District shall pay to BGCGC a flat fee of \$1,230.00 for Lifeguard Fees in addition to the \$2,130.00 previously paid by the School District.
6. School District shall abide by all rules and regulations as established from time to time by BGCGC, or its agents at the Pool Facilities.
7. School District is responsible for providing adequate supervision of the students using the Pool Facilities and shall be responsible for disciplining any student for violation of District's policies or Pool Facilities' rules and regulations while the students are at the Pool Facilities.
8. The parties agree to meet as often as necessary to discuss the use of the Pool Facilities and how the Pool Facilities can best serve the needs of the School District and BGCGC. The parties shall also confer to resolve any questions or disputes in the School District's use of the Pool Facilities.
9. BGCGC shall at all times during the terms of this MOU keep in force and effect commercial general liability insurance policies issued by a company or companies authorized to do business in the Commonwealth of Kentucky with the following minimum limits of coverage in the amounts of \$1,00,000.00 for each occurrence, and \$2,000,000.00.
10. School District shall at all times during the terms of this MOU keep in force and effect general liability insurance policies with minimum limits of coverage in the amounts of \$1,00,000.00 for each occurrence, and \$2,000,000.00 through its insurance carrier.
11. This MOU may only be amended through a written amendment agreed to and executed by the Parties.

12. Any Party to this MOU may terminate the MOU without cause by providing the other party with written notice at least thirty (30) days in advance of the date of termination. All notices should be delivered in person, or sent by certified mail, return receipt requested, as follows:

- a. If to School District:  
Anita Beauchamp  
2500 Madison Avenue  
Covington, KY. 41014
- b. If to BGCGC:  
Meghan Jadwin, Club Director  
600 Dalton Avenue  
Cincinnati, OH. 45203

IN WITNESS WHEREOF, the parties have accepted this MOU as of the Effective Date:

**Covington Independent Public School District**

**By: Alvin Garrison, Superintendent**

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\_\_\_\_\_  
(Date)

**Boys & Girls Clubs of Greater Cin.**

**By: Meghan Jadwin, Club Director, Kenton**

\_\_\_\_\_

\_\_\_\_\_  
(Date)