

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

Issue Paper

DATE:

March 19, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve Contract with NKU and Scott High School for Class of 2025 Senior Brunch venue on 5/21/25.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Each year Scott High School holds a Senior Brunch for the graduating class. This year that Brunch will be held on 5/21/25. Brunch will be provided for all students attending.

FISCAL/BUDGETARY IMPACT:

Approved fee of up to \$40 will be charged for Senior Activities. The fee will cover all Class of 2025 activities including Brunch, Senior Picnic, Senior yard signs, and any necessary transportation needs. All money collected will be deposited into the Class of 2025 account and all expenses will be paid from that account as well.

RECOMMENDATION:

Approval to Contract with NKU and Scott High School for Class of 2025 Senior Brunch venue on 5/21/25.

CONTACT PERSON:

Cody Wolf/Jeff Jackson


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.

**NORTHERN KENTUCKY UNIVERSITY
USE AGREEMENT FOR CAMPUS FACILITIES**

THIS AGREEMENT made and entered into on this day and year April 15, 2025, between Scott High School (User) and Northern Kentucky University (University). Both collectively referred to as the "Parties."

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1) DATE, TIME AND PURPOSE OF USE

User hereby agrees to lease and utilize the facilities/equipment/services from University on the dates and times, and for the activity and purposes, for the rental and other payments determined, subject to terms and conditions incorporated herein.

ORGANIZATION:	Scott High School
EVENT NAME:	Senior Brunch 2025
CONTACT NAME:	Jeffrey Jackson
TELEPHONE:	859-960-1507
EMAIL:	Jeffrey.jackson@kenton.kyschools.us
BILLING:	same
DATE(S) OF FUNCTION:	Wednesday, May 21, 2025
TIME(S) OF RESERVATION (includes set-up/clean-up):	11:00am – 1:00pm
ATTENDANCE ESTIMATE:	300
FACILITY:	(see section 4)
AGREEMENT DUE DATE:	Friday, April 25, 2025
ALL SET-UP (includes A/V) DETAILS DUE:	at least then business days prior to the event

2) CONDITION OF FACILITIES

User agrees that they have inspected the premises and facilities and accepts them in their present condition, will not alter or change the facilities without written approval of the University, and that the premises will be returned in the same condition as received by the User.

3) UNIVERSITY BUSINESS

User understands that other activities may be conducted on the University campus by the University or other users during the above time period. However, the University agrees that it shall use its best efforts to schedule such other activities so as not to unreasonably interfere with User's activities. User agrees that its activities will not unreasonably interfere with the primary purposes of University business. Should User's activities interfere with the primary purposes of University business, User may be asked to immediately vacate the premises and will forfeit reservation fees.

4) COST OF FACILITIES

All applicable sales tax will be listed on the final invoice.

A. PARKING FEES & ASSIGNMENT

Attendees should park in any visitors parking area (any parking garage). **Visitor parking fees will be charged to individual vehicles.** Attendees will be required to pay via credit card prior to exiting the parking facility. Attendees should keep tickets pulled at entry in their vehicle, when exiting the garage, they will insert the parking ticket first into the gate then follow the instructions on the screen to pay by credit card. Parking Machine will charge the maximum posted day rate to anyone exiting

without a ticket. All visitors not parked in assigned parking area will receive Parking Citations and all fines will be enforced. Please tell your attendees if the parking garage is full, they should see a booth attendant for instructions, use the intercom, or contact the Parking Office at 859-572-5505 (located within the Welcome Center Garage near the arena). If you need parking assistance: please use the intercom located at each exit.

B. CONFERENCE ADMINISTRATION FEE

\$57.00 per group per contract

C. CONFERENCE ROOMS:

	non-profit rates
Student Union Ballroom (SU 107all):	\$ 825.00
SMART Podium (for PowerPoint) - includes one screen	\$ 80.00
Podium with Microphone	\$ 50.00
3 Piece Stage	\$ 90.00

Additional fees may apply for additional equipment, items, resources, or services ordered including audio visual. Please request a price list when placing your room set-up and audio visual order.

STUDENT UNION / UNIVERSITY CENTER - Audio Visual Equipment Use/Rental:

You must hire a technician for continuous a/v assistance throughout your event. If desired, please inquire about availability and current fees no later than 10 business days prior to your event.

If you plan to bring any of your own audio visual equipment, it is possible outside audio visual equipment may not work in the Student Union. Please note: you will not receive technical assistance from the SU Staff with any of your own equipment.

5) DEPOSIT *no deposit necessary for this contract*

With the return of this signed agreement on or before the agreement due date (section 1), User shall ~~pay the University a non-refundable sum listed in section 1 to~~ confirm the initial reservation. Organizations should provide proof of tax-exempt status within the state of Kentucky. Balance will be invoiced after the date said User shall occupy the facilities unless other arrangements are made with the Office of Conference Management.

6) CANCELLATION

If the User cancels this agreement 60 days before the date of the function, as it appears on the front of this agreement, the User shall be liable for direct cost incurred by the University specifically in preparation to fulfill this agreement. This cost will be computed to be equal to or greater than the non-refundable deposit. No shows will be charged as contracted. Cancellation less than the 60 day limit may result in a charge for lost business opportunity computed to be fifty percent (50%) of total projected charges.

7) PAYMENT

Unless otherwise provided herein, the User shall be billed the remaining balance for all facilities, equipment, and services after the completion of the facilities use, and all payments are due upon such billing. If payment is not received within thirty (30) days of billing, a five percent (5%) fee will be added to the total amount due. After 60 days, eight percent (8%) of outstanding amount will be charged. After 90 days, ten percent (10%) of outstanding amount will be charged monthly until paid. If payment is not made when due, any waived or reduced fees may be reinstated and charges will be added on the late fee invoice. Please submit payment as instructed in order to avoid late fees or additional processing fees. Other arrangements must be made with the Office of Conference Management prior to your arrival.

8) COMPLIANCE WITH APPLICABLE LAWS AND UNIVERSITY POLICY

User shall comply with all applicable local, state and federal laws, ordinances and regulations. User shall comply with all policies, procedures, regulations and guidelines prescribed by the University for the use of facilities/equipment/services. User will receive a **copy of applicable rules and regulations specifically for Student Union and or University Center at the end of this document as Exhibit A**. Failure to comply with these regulations may result in forfeiture of the privilege of using University facilities and services and termination of this agreement. Applicable University regulations include but are not limited to the following:

- A. Firearms, weapons, ammunition, fireworks, explosives and highly flammable materials are not allowed within the buildings or on the grounds.
- B. Ticket sales, admission charge, or any other forms of monetary exchange to obtain entrance into any part of, or all, of said event is prohibited on the University premises unless otherwise authorized by the Office of Conference Management. Gambling or solicitation in any form is not permitted.
- C. Tobacco-free Campus.
Tobacco products are prohibited in all interior/exterior building space, outside ground areas, walkways and parking structures, indoor/outdoor athletic facilities, and vehicles. Prohibited products include, but are not limited to, cigarettes, cigars, pipes, hookah-smoked products, and oral tobacco such as spit/spitless, smokeless, chew, and snuff products. Products that contain tobacco flavoring or simulate tobacco use, such as electronic cigarettes, are also prohibited.
- D. Use of University facilities will not be authorized for (a) activities charging admissions or otherwise raising money, including theatrical and other types of entertainment, (b) on going meetings for local service clubs, churches, lodges and other groups except for purposes of temporary emergency assistance. Variances from this policy will be granted at the discretion of the Office of Conference Management.
- E. Affirmative Action Policy
It is the policy of Northern Kentucky University not to discriminate in its educational policies and/or conference programming on the basis of race, color, age, religion, national origin, sex, sexual orientation, physical or mental disabilities, or status as a disabled veteran or veteran of the Vietnam Era. This policy is in compliance with state and federal guidelines and is enforced as a matter of philosophy of the University.
- F. Americans with Disabilities Act
Northern Kentucky University represents that it is in compliance with the applicable sections of the Americans with Disabilities Act as amended (hereafter "ADA"). The facilities and services will be appropriately accessible to persons with disabilities. Northern Kentucky University agrees to hold harmless the User, its officers, directors, employees and agents from and against any claims resulting from Northern Kentucky University's failure to comply with ADA standards for access to its premises and services. The User agrees to hold harmless Northern Kentucky University, its officers, directors, employees, and agents from and against any claims resulting from the Users failure to comply with ADA standards for access to its programs and services.

- 9)** Facilities occupied by User shall, at all times, be under control of the University and designated personnel from the University shall have right to enter said facilities on official University matters at any time when deemed necessary by the University or its designated agents and employees.

- 10)** If, prior to the use date(s) provided for herein, the facilities/equipment are destroyed or damaged by fire or other casualty or become unavailable or unusable because of a cause beyond reasonable control of the University, then the University may elect to terminate this Agreement and return User's deposit and have no further obligation whatsoever hereunder.

- 11) If any required deposit or sum, is not paid promptly when due, or in the event the User shall violate any of the terms of the Agreement, User shall be required to vacate the premises, and the University shall retain all sums received prior to such termination. Early termination of this agreement shall not relieve User of any and all liabilities prior to User vacating the premises.

12) EMERGENCY ASSISTANCE

If you require emergency assistance while on our campus, you can contact our Northern Kentucky University Police Department at 572-7777 or 7777 from any house phone. If by chance you arrive in the evening or on a weekend and your room is locked; please call 572-5500 and be prepared to present this signed contract to the University representative who arrives to unlock your room. Our Severe Weather Policy can be viewed at <https://inside.nku.edu/safety/emergencymanagement/guide/weather.html>, and on Sunday call 859-572-5500.

13) FOOD SERVICE

User agrees to arrange for any food and beverage service on campus only through approved University Food Service vendor(s) who will issue separate contracts and invoices. Food and beverages may not be sold or distributed in campus facilities without prior written approval from the University. Arrangements for meals should be made directly with the campus Food Service Department or his/her appointee at the University at 859-572-7782 or email Sara.Trauth@compass-usa.com. Additional information is available at [Northern Class Catering](#). The Food Service Department has the first right of refusal of service before an alternate service may be considered.

14) INSURANCE

Company shall obtain and maintain the minimum insurance coverages set forth below. By requiring the minimum insurance, NKU shall not be deemed or construed to have assessed the risk that may be applicable to Company. Company shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Company is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Such insurance shall protect NKU against any damage that may be caused by the acts or omissions of Company or its crew during the exercise of this Agreement. Company shall maintain such insurance at its own cost and expense for the duration of this Agreement.

Commercial General Liability- ISO form CG or its equivalent	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Medical Payments (any one person)	\$5,000
Commercial Automobile Liability	
Bodily Injury/Property Damage (each accident)	\$1,000,000
Personal Injury Protection	Limits required by Kentucky law
Workers' Compensation	
Coverage A (Workers' Compensation)	Limits required by Kentucky law

Coverage B (Employers' Liability)	\$1,000,000
Third Party Crime/Employee Dishonesty- ISO forms CR 00 01 and CR 04 01 or its equivalent	
Each Loss	\$1,000,000
Umbrella Liability/Excess Liability	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Sexual Molestation and Abuse Liability	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$1,000,000

Coverage shall be provided by a carrier authorized to do business in Kentucky and has an A.M. Best's rating of A-VIII or better. Coverage shall name NKU, its regents, officers, agents, and employees as additional insureds and limits shall be primary and non-contributory to any insurance or self-insurance maintained by NKU. Company shall provide a waiver of subrogation in favor of NKU. NKU shall be provided a valid Certificate of Insurance evidencing coverage prior to the commencement of filming pursuant to this Agreement.

Crime/Employee Dishonesty Coverage shall name NKU as a loss payee. If the policy or policies are written on a claims-made basis, coverage must be in place for a period of at least twelve (12) months after the completion or termination of this Agreement. Further, an appropriate endorsement deleting the Insured versus Insured exclusion must be evidenced so as to not impede a claim by "Insured" and subsidiaries for a wrongful act of Company.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the University, except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. Such notice shall be sent directly to the Location Manager. If any insurance company refuses to provide the required notice, Company or its insurance broker shall notify the University of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect.

15) INDEMNITY AND DAMAGES

- A. User agrees that all participants and/or members of the audience are under the direct and complete control of the User. As such, the User is liable for all damages resulting from participant utilization of the facilities and services provided by the University. User will reimburse the University for All Damages to facilities and services of the University resulting from the use of said facilities and services.
- B. User shall indemnify and hold harmless the University, its officers and employees, against any and all claims for loss, injury or damage to persons or property arising out of activities conducted by the User or its guests on University premises. The University assumes no liability whatsoever for any property placed by the User in University buildings or on University properties.
- C. Northern Kentucky University requires that you provide insurance for all participants. As a state-supported educational institution, NKU is immune from liability for injury to individuals or damage to goods. Nevertheless, a limited state waiver of immunity exists under K.R.S. 44.070, which allows for filing of claims of negligence with the Kentucky Board of Claims in the event of negligence on the part of an agency of the state.

16) ASSIGNMENT

User may not assign or in any way transfer its rights under this Agreement to any other parties. Nothing in this Agreement shall imply any partnership, joint venture, or other association between the University and the User. The User shall have sole responsibility for the content and the conduct of its activities on the University campus. The University's name shall not be used to suggest co-sponsorship or endorsement of any activity without prior written approval of the University.

17) FORCE MAJEURE

Notwithstanding anything contained in this Agreement, neither Party shall be liable to the other for any failure to perform or any delay in the performance of any of its obligations herein, where such failure or delay is caused by war, rebellion, civil disturbance, earthquake, fire, flood, strike, pandemic, epidemic, public health emergency, labor unrest or strikes, acts of Government body, acts of public enemy, acts of God, or such other cause as is beyond the reasonable control of the defaulting or delaying Party (and which is not caused by the act or omission of the Party claiming force majeure) ("Force Majeure Events"), provided however that the defaulting or delaying Party shall give prompt notice of the Force Majeure Event to the other Party. Upon one Party providing such notice, the Parties shall discuss the situation and attempt to determine the likely impact on performance under this Agreement, including likely delay in performance of obligations. In the event a Force Majeure occurs that substantially impact or delays performance, the parties agree that either party may terminate the agreement. In the event of such termination due to Force Majeure event, the parties agree that neither party shall be liable to the other for any further funds, claims, or obligations, and any deposits paid shall be returned.

18) ADDITIONS AND DELETIONS

Any additional facilities and/or services not specified in this agreement are subject to additional charges and must be approved by both parties prior to incurring the additional charges. Any deletions from this agreement must be initialed and dated by both parties. All documents must be signed and initialed by the same.

19) ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, arrangements and understandings relating to the use of campus facilities.

20) This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above referenced.

USER: Scott High School Senior Brunch
May 21, 2025

ADDRESS: _____

SIGNATURE: _____

DATE: _____

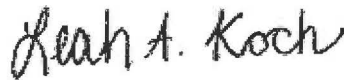
User has also received a copy of the following and agrees to terms stated within:
Please initial.

Student Union Facility Policy _____ (Exhibit A)

UNIVERSITY:



Sarah Aikman
Student Union Director
Northern Kentucky University



Leah A. Koch
Assistant Director for Conference Management
Northern Kentucky University

EXHIBIT A
Proper Care and Use of Facilities Policy
for Student Union and/or University Center

It is expected that proper care will be taken of the Student Union/University Center facilities. The following policies and procedures apply to all Users, individual and group sponsored events held in the facility:

1. Smoking is prohibited inside the facility.
2. Candles are not permitted in the facility without written permission from Student Union/University Center management and the campus Environmental Safety Coordinator.
3. Tacking items to the walls is not permitted.
4. No sitting on tables or counters.
5. It is the responsibility of the User to place all trash in the conveniently located receptacles and leave the room in good condition.
6. The sponsoring organization (User) will be held accountable for damages caused by any individual and shall be held financially responsible for the extent of the damage. (Section 15 in your Use Agreement)

Cleaning/Damage Fees

In addition to rental fees, labor charges will be assessed when an excessive amount of cleaning is required to return the areas utilized to a condition adequate for continued use. Extra charges will be assessed for damages resulting from chewing gum, candle wax or misuse of any furnishings or equipment requiring repairs or replacement. Users will be notified in writing of all damages and charges. Assessed labor and damage fees must be paid in full.

Decorations

Decorations, displays or exhibits that require flame or water cannot be used in the Student Union/University Center. Hurricane candles are permitted when special arrangements have been made through the Student Union/University Center staff. (Open flame candles are prohibited). Any damage done by wax dripping on carpets, wood floors, etc., will be repaired by the Student Union/University Center. The User will be billed for labor, supplies, and equipment rentals.

No nails, screws, hooks, etc., may be driven into any walls, floors, or ceilings. Tape may not be used on floors unless it is designated as "floor tape." Floor tape will be provided upon request at a cost. Regular masking, box, scotch, or duct tape is not permitted on any walls, floors, or ceilings. Blue painters tape may be used on walls. Tape will be provided upon request at a cost.

No decorations may be glued to any surface. No pins or tape (except for blue tape) may be used to affix posters, paper, etc., to the walls, tables, etc. No decorations may be hung from ceiling tiles or ceiling grids.

No glitter, confetti, sequins, or sand filled items may be used.

Decorating plans not addressed within this policy should be reviewed by the Student Union/University Center staff prior to the event. If needed, building staff will assist your organization with alternative ways to hang

materials that will not damage walls or finishes. These alternate arrangements must be resolved at least two days prior to the event.

Any damages done will be repaired by the Student Union/University Center, and the User will be billed for all costs incurred on the basis of materials required and staff time. Similarly, excessive cleaning charges will be billed to the User.

Storage

Short or long term storage of any items used for your event must be arranged with the Student Union/University Center staff at least one week prior to your event and may result in appropriate fees.

Vendors

All vendors your organization has contracted to provide service(s) for your event must be shared with the Student Union/University Center staff. The vendor's company name, personal contact and phone number must be provided at least one week prior to your event. They must follow the policies and procedures listed above and can direct any questions to the Student Union/University Center staff.

Failure of Compliance

User shall comply with this Proper Care and Use of Facilities Policy, and all policies and procedures outlined in the attached contract (Use Agreement for Campus Facilities). Failure to comply will result in all applicable charges and also the suspension of future use of Student Union and University Center facilities.