

Use of Facilities Contract Incorporating a Release, Waiver of Liability, and Indemnity Contract

This Use of Facilities Contract ("Agreement") is made and entered into as of July 1, 2025 (Effective Date) by Boone County Schools/ Hilliard Collins Elementary School (hereinafter referred to as CES) and KCE Champions LLC (hereinafter referred to as Champions). CES and Champions are sometimes referred to herein as "parties" and each individually as a "party."

WHEREAS, CES is committed to providing a positive, enriching and challenging learning environment to help all children reach their full potential. Through rigorous instruction, employing 21st century skills of communication, collaboration, critical thinking and creativity, we strive to make all students lifelong learners and productive positive members of society.

WHEREAS, CES desires to provide Before and After School Child Care, on its campus as a service to their students and Champions desires to work cooperatively with CES to provide an asset-based approach to the delivery of the before mentioned services in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, CES and Champions hereby mutually agree to install and implement the before mentioned services, as set forth herein.

IN CONSIDERATION of the mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

I. PURPOSE:

The purpose of this Agreement is to establish the working relationship by and between the parties, based on the intent to meet the service delivery needs of the Before and After School, facility usage and to set forth the operative conditions which will govern this partnership. The program will operate at no cost to the school, will not inconvenience or disrupt school operations and will be fully supported by parent fees. In the event that enrollment in the program is not sufficient to support its continued operation, the Champions will notify the school and parents in writing at least sixty (60) days before ceasing operations.

II. DESCRIPTION OF PROGRAM SERVICES

A. Champions Agreement:

1. The hours of operation will be from **6:30 AM – 8:40 AM and 3:30 PM-6:30 PM** Monday through Friday, excluding days there is no school.

2. Champions will provide all supplies and materials for the programs, including locked storage cabinets which will be placed in unobtrusive areas of the designated rooms.
 3. All licensing and KY requirements will be the responsibility of the Champions.
 4. Staff will be hired, trained, supervised, and compensated exclusively Champions. The on-site director, at minimum will meet the education requirements provided by the KY state licensing department. The assistants will be caring adults who are experienced working with children and will receive supplementary training from Champions.
 5. Parents will drop off and pick up children at CES in through the front office doors.
 6. Parents will be required to sign their children in at drop off and out at pick up. This will be done directly with Champions staff.
 7. All children will be supervised at all times by the Champions staff.
 8. A daily snack will be provided by the Champions staff, using pre-packaged, nutritious foods that won't require use of school storage.
 9. Champions will assume all administrative functions, including, but not limited to registration, purchasing, and all liability insurance on staff, volunteers, and program. Champions will retain all income and make all disbursements from parent and registration fees.
 10. Champions will be responsible for providing phone service to their staff members. The contact numbers for onsite staff members will be provided to the office staff and school administration. School staff will not accept phone calls for Champions.
 11. Champions will provide a weekly report that includes every child scheduled to attend the following week.
 12. Champions will commit \$55 weekly to CES for allowing the Discover Champions to utilize the school space Monday – Friday during the school year. Champions will remit payment to CES monthly within 30 days of month-end.
- consistent w/ Bd. policy?*

B. CES Agreement:

1. The program will occupy an appropriate area of the school, designated by the school principal. The school playground and gymnasium will be available daily to the program, weather and schedule permitting, and will be used only under the close supervision of Champions.

2. Any room used by Champions program, including bathrooms, will be reserved exclusively for Champions during the daily periods of time the children in the program are present.
3. CES will provide regular maintenance and cleaning services after the program closes at **6:30 PM** each day. Champions staff will leave the premises in the same condition in which they found it each day the program operates.
4. CES will provide all utilities, including water, electricity, and heat. CES will provide internet access for the use of administrative needs and requirements.

III. TERM

This Agreement shall commence upon the Effective Date and continue for a period of twelve months through June 30, 2026. A CES representative and a Champions representative will meet at least quarterly to review this Agreement, including, but not limited to the programs and services provided.

This Agreement may be terminated by either party upon sixty (60) days prior written notice to the other. For purposes of this Agreement, written notice shall be deemed duly given if delivered in person to an authorized representative of the party or delivered via courier (signature and proof of delivery required) or by US Certified Mail – Pre-Paid, with Receipt of Delivery Requested.

IV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, and all other communications between the parties with respect to such matters.

V. AMENDMENTS

Amendments to this Agreement may be made only with the mutual written agreement of both parties.

VI. INSURANCE

Each party shall maintain insurance policies and coverage in its own name with respect to its own activities. During the term of this Agreement, each party shall carry: (a) Commercial General Liability Insurance with limits against claims for bodily injury (including death), personal injury, and property damage of not less than One Million Dollars (\$1,000,000) each occurrence; (b) Employment Practices Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) each occurrence; and (c) Worker's Compensation Insurance in an amount sufficient to comply with applicable laws and regulations. All insurance required under this Agreement shall be written with companies reasonably satisfactory to the other party. Each party shall provide the other party with certificates evidencing the insurance coverage required under this

Agreement (and as reasonably requested thereafter), naming the other party as an additional insured with regard to the utilization of space and the activities/programs conducted therein, and providing for not less than thirty (30) days advance written notice to the other party.

VII. HOLD HARMLESS/INDEMNIFICATION

- A. Champions agrees to indemnify, defend and hold harmless Boone County Schools, its Board of Directors, officers, agents and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages injuries and liabilities, arising from or related to: (i) workers' compensation claims, overtime claims, tax liability claims, benefit claims or other liabilities imposed against CES by an employee or other representative of Champions, or (ii) any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to this Agreement and the services/equipment provided hereunder. It is understood that such indemnity shall survive the termination of this Agreement.

VIII. STATUS OF PARTIES

The parties hereto agree that the relationship created by this Agreement is that of independent contractors. Each party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and other benefits of any kind, as required by law, for its own employees.

IX. BACKGROUND CHECKS

In accordance with Champions policy, the Champions shall conduct a criminal background check of its employees and, upon receipt of the results, certify to CES that all employees meet Champions employee guidelines.

→ give us copies

X. FEES

Champions will set the program fees and will maintain responsibility of fee collection as it relates strictly to Champions programming. All forms of payment will be recorded and reported by the Champions according to policies and procedures.

XI. FORCE MAJEURE

Neither party shall be responsible, nor shall either be held liable to the other, for any non-performance or delay in performance of its obligations under terms or provision of this Agreement directly or indirectly resulting from any cause or circumstance beyond its control (including, by way of example, war, strike, riot or natural disaster) or failure of the other party hereto to fulfill any of its obligations hereunder.

XII. WRITTEN NOTICE

Written notices regarding this Agreement required to be provided herein, shall be sent, first class mail to the following representatives:

Boone County Schools – Child Care Service Agreement

5/30/2024

also want
CAN & ←
other district
raid
checks

XIII. GOVERNING LAW, VENUE AND JURISDICTION.

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles. The parties consent to exclusive jurisdiction and venue in the state courts of Boone County, Kentucky.

To: Boone County Schools

To: KCL Champions LLC

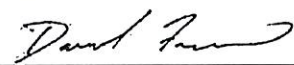
XIV. APPROVALS

Printed Name and Title

Signature

Date

Dan Figurski, President
Printed Name and Title



Signature

6/9/25

Date

REVIEWED BY LEGAL (KCE)

DATE: 6/6/2025

INITIALS 

USE AGREEMENT

This agreement made by and between the Boone County Board of Education, Debra Buchanan as Principal authorized so to act by direction of the Board of Education and KCE Champions LLC hereinafter referred to as "user" of the school facilities hereinafter described.

WITNESSETH:

The principal does hereby agree to permit user to utilize certain school facilities more particularly described as follows:

for before and after school childcare for

Students attending Boone Elementary

at the following times and dates: 8/11/25 to 10/10/25

School Monday - Friday 6:30 AM - 8:40 AM and 3:30 PM - 6:30 PM

subject to the following terms and conditions:

1. 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 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.
2. The use of these school facilities shall be in compliance with all laws and regulations and the terms and conditions of Boone County Board of Education policies, including but not limited to BCBE Policy No. 05.3, 05.31, 05.32 and 10.3 which are incorporated by reference herein.
3. The reserved time/date for use by user may be cancelled or preempted by Principal and permission for use may be terminated without cause by notice from Principal.
4. User is responsible for the conduct of its participants or guests.
5. There shall be no subletting or assignment of this agreement nor any profit making or commercial venture subject of the use.

6. 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.
7. The user agrees to save harmless the Boone County Board of Education, its employees and agents, for any liability, damage, loss or expense incurred respecting the utilization of the school facilities; and the user agrees to reimburse the Boone County Board of Education for any damages to or replacement of school property damaged, lost, stolen or vandalized while in user's name.

IN WITNESS WHEREOF the principal for and on behalf of the Board of Education and the user hereunto set their hands this 3 day of July, 20 25.

Collins Elementary SCHOOL

BY: Deshae Barnhorst Deshae Barnhorst
PRINCIPAL

Dan F...

USER/SIGNATURE

5005 Meadows Rd., Suite 200

ADDRESS

Lake Oswego

OR

97035

CITY

STATE

ZIP

800-633-1488

PHONE NUMBER



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)

11/27/2024

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE: 1-877-945-7378 FAX: 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS:														
INSURED KUEHG Corp.; KinderCare Education LLC; KC REE Holdings, Inc.; And Their Wholly Owned Subsidiaries 5005 Meadows Road, Suite 200 Lake Oswego, OR 97035	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER B: XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER C: Arch Indemnity Insurance Company</td><td>30830</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Company	11150	INSURER B: XL Insurance America Inc	24554	INSURER C: Arch Indemnity Insurance Company	30830	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** W36423609 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molestation-Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		71GPP0512316	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		71CAB1045716	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US00011222LI24A	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> No N/A		74WCI1000616	12/01/2024	12/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation & Employers Liability Per Statute		71WCI4952016	12/01/2024	12/01/2025	E.L. Each Accident \$1,000,000 E.L. Disease-Pol Lmt \$1,000,000 E.L. Disease-Each Emp \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Entities:

KUEHG Corp.
KinderCare Education Holdings LLC
Knowledge Schools LLC
SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Posting Notice - AOS	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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