



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

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

9/19/2018

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract with Northern Kentucky University to rent Greaves Hall for the KCAIT Annual White Coat Ceremony.

APPLICABLE BOARD POLICY:

Policy 01.1 "Legal Status of the Board"

HISTORY/BACKGROUND:

Each year the Biomedical Sciences Academy hosts a White Coat Ceremony for their scholars at Greaves Hall on Northern Kentucky University's campus. At this ceremony new scholars will receive their white coats and returning scholars will receive new patches added to their coats.

FISCAL/BUDGETARY IMPACT:

\$467.00 for the KCAIT budget.

RECOMMENDATION:

Approval of the contract with Northern Kentucky University to rent Greaves Hall for the Annual White Coat Ceremony for KCAIT students.

CONTACT PERSON:

Nichole Mathews


Principal


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.*

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jessica Jehn
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

Northern Kentucky University
Office of Conference Management
Student Union 112
Nunn Drive
Highland Heights, KY 41099

September 11, 2018

Dear Ms. Mathews:

Please find enclosed the document that will serve as agreement between Northern Kentucky University and Kenton County Academies of Innovation and Technology. If all details are agreeable, please sign a copy of the signature page (pg. 8) and return **one** copy of the **signature page** to me (keep a copy and the contract for your records).

Please see <http://www.nku.edu/campusmaps/index.php> for a map of Highland Heights campus. Tickets will be issued for flagrant violations such as parking in a handicapped spot without a handicapped tag, blocking aisles, parking in a reserved spot or lot, parking outside of assigned areas, etc. **Visitor parking fees will be charged, please see section XII.I for specific parking instructions.**

Please be aware of a few policies associated with using NKU's facilities. **Northern Kentucky University is a tobacco-free campus.** Please remind your guests of this policy. The use, possession, or storage of hoverboards or similar devices is prohibited. All visitors who wish to serve food or beverage at their function must go through our catering department. Please contact catering at (859) 572-7782 or Sara.Trauth@compass-usa.com.

Please tell your presenters/facilitators that we do not allow tape on painted surfaces. If they will be hanging signs or banners, please advise them to use sticky tack. If your group places signs anywhere on campus, please remove them after your function is over.

Please call 859-572-5901 or email eatonjl@nku.edu (Jonathan Eaton at NKU School of the Arts - Music) with any setup needs (i.e. Piano or chairs on stage, microphones, etc.) and to schedule your Sound/Lighting Technician at least 3 weeks prior to your event. Please request pricing.

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 <http://police.nku.edu/safety/policy/weather.html>, and on Sunday call 859-572-5500.

If you have additional questions, feel free to call me at (859) 572-6502.

Sincerely,

Amanda Steinbrunner
Conference Coordinator

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

THIS AGREEMENT made and entered into on this day and year September 11, 2018, between Kenton County Academies of Innovation and Technology (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:

I. User hereby agrees to lease and/or utilize the facilities/equipment/services from University on the dates and times, for the activity and purposes, for the rental and other payments, all as shown listed in Section I.I and Section XII.I incorporated herein by this reference, subject to terms and conditions set forth herein.

I.I ORGANIZATION:	Kenton County Academies of Innovation and Technology
EVENT NAME:	White Coat Ceremony
CONTACT NAME:	Ms. Nichole Mathews
CONTACT ADDRESS:	3234 Turkeyfoot Road, Edgewood, KY 41017
TELEPHONE:	859-341-2266 or 859-227-4499
EMAIL:	nichole.mathews@kenton.kyschools.us
BILLING:	Jenni Kentrup; jennifer.kentrup@kenton.kyschools.us; 859-341-2266
DATE(S) OF FUNCTION:	Thursday February 7, 2019
TIME OF RESERVATION:	4:30pm – 8:30pm
TIME OF EVENT:	6:30pm – 8:00pm
FACILITY:	Greaves Concert Hall
ATTENDANCE ESTIMATE:	600
PURPOSE OF RESERVATION:	Ceremony for BioMedical Class
AGREEMENT DUE DATE:	October 11, 2018

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

III. 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.

IV. 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.

INDEMNITY AND DAMAGES

V. 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. To the extent authorized by law, the 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.

UNIVERSITY REGULATIONS

VI. User, its representatives and employees, shall comply with all policies, procedures, and/or laws prescribed by the University for use of facilities/equipment/services of the University and with all applicable governmental rules, laws, ordinances and regulations.

VII. 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.

VIII. User is required to adhere to all University policies, regulations, guidelines, and all local, state and federal laws concerning health safety and public order. Failure to comply with these regulations may result in forfeiture of the privilege of using University facilities and services and termination of this agreement. University regulations applicable in University buildings and on University property include but are not limited to the following:

- a) All individuals will abide by the laws of the Commonwealth of Kentucky and Northern Kentucky University regarding intoxicants, narcotics and drugs.
- b) Firearms, weapons, ammunition, fireworks, explosives and highly flammable materials are not allowed within the buildings or on the grounds.
- c) Gambling or solicitation in any form is not permitted.
- d) 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.

IX. 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.

FINANCIAL

X. 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.

XI. 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.

XII. 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.

XIII.1 COST OF FACILITIES

Greaves Concert Hall non-profit rate: \$80.00/hour or \$400.00 per day maximum
Charges are based on the hours of your reservation or actual usage, whichever is greater.

Additional charges may include but are not limited to:

Microphone	\$25.00 each
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Additional fees will apply for additional equipment, items, resources, or services ordered.
*Please **request a price list and or a written quote** when placing your room set-up and audio visual order.*

Note: **A technician rate will be charged. Please see the attached Greaves Hall Technical Needs Guideline.** Sound and lighting technicians must be contracted through NKU SOTA Music Department. The charge will be applied for each hour the hall is rented out and any additional actual time present.

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

CONFERENCE ADMINISTRATION FEE

\$57.00 per group per contract

PARKING FEES & ASSIGNMENT

\$7.00 per vehicle per day in the specific assigned parking area of **Parking Lots D and I.**

Visitor parking fees will be charged to individual attendees.

Attendees will be required to pay individually upon entering the parking facility. They should state they are with the White Coat Ceremony. Cash only will be accepted (no checks nor credit cards). Attendees should receive proof of payment.

All visitors not parked in assigned parking area will receive Parking Citations and all fines will be enforced.

If you need parking assistance: please see the parking lot attendant or contact the Parking Office

at 859-572-5505 (located within the Welcome Center Garage near the arena).

If you have an afterhours parking *emergency* please call Campus Police at 859-572-5500 and ask for assistance.

DEPOSIT *deposit not necessary for this contract*

XIII. With the return of this signed agreement on or before the agreement due date (I.I), User shall ~~pay the University a non-refundable sum listed on page 2 to~~ confirm the initial reservation. Balance will be invoiced after the date said User shall occupy the facilities unless other arrangements are made with the Office of Conference Management.

CANCELLATION

XIV. If the User cancels this agreement prior to 60 days before the start 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. 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.

FOOD SERVICE

XV. 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 Sara.Trauth@compass-usa.com. Additional information is available at [Northern Class Catering](#).

The University employs a contract food service company to supply food service to the University and the users thereof. The Food Service Department has the first right of refusal of service before an alternate service may be considered.

GREAVES CONCERT HALL

XVI. User agrees to abide by all policies and procedures concerning the occupation and use of the Greaves Concert Hall which include all policies and procedures stated in this document as well as certain rules, regulations and requirements specific to Greaves Concert Hall. User will receive a copy of applicable rules and regulations specifically for Greaves Concert Hall at the end of this document.

INSURANCE

XVII. User, at its own expense, shall maintain in full force and effect during the program dates specified herein, the following insurance policy(s), which shall be endorsed as needed to provide that the coverage afforded by the policy(s) is primary and that insurance and/or self-insurance that may be available to Northern Kentucky University is strictly excess and secondary and shall not contribute in any way with the user's insurance. The policy(s) must be written by a good and solvent insurance carrier(s)

licensed to do business in the Commonwealth of Kentucky. Said policy(s) shall be endorsed to name Northern Kentucky University, its directors, officers, employees, agents, representatives, and volunteers as "additional insured".

- a) General Liability Insurance – A policy of General Liability Insurance insuring against claims of bodily injury, death, and/or property damage with a combined single limit of not less than One Million Dollars (\$1,000,000.00). The policy(s) should include (not exclude) coverage for: injury to athletic participants, corporal punishment, and sexual misconduct/sexual molestation.
- b) User's Property Insurance – Property owned and/or the responsibility of the user and brought to Northern Kentucky University must be properly insured for loss or damage (including theft). Northern Kentucky University is not responsible for loss and/or damage to the user's, or user's guest's property.

XVIII. A "Certificate of Insurance" (obtained from the user's insurance agent) shall be provided to Northern Kentucky University, with an original signature of an authorized insurance company representative, and shall provide for at least ten (10) days notice of change in coverage or cancellation. University representatives must receive the certificate thirty (30) days prior to the start of the use provided for herein.

Failure of the user to obtain or maintain insurance coverage, or failure to submit the certificate to Northern Kentucky University as outlined above will not relieve the user of the obligations specified in this agreement. In the event insurance coverage has not been obtained or maintained by the user, the responsibility for defense of and/or payment of any claims(s) for damages or expenses intended to be covered by the insurance shall become the responsibility of the user.

XIX. 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.

TOBACCO-FREE CAMPUS POLICY

XX. Northern Kentucky University is a tobacco-free campus. Tobacco use at all University owned, operated, and leased properties is covered by this policy. Tobacco products are therefore prohibited in all interior/exterior building space, outside ground areas, walkways and parking structures, indoor/outdoor athletic facilities, and vehicles.

Numerous products are prohibited by this campus policy. They 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. Violations of this policy will be addressed by the appropriate administrative departments.

AFFIRMATIVE ACTION POLICY

XXI. 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.

Americans with Disabilities Act

Northern Kentucky University represents that it is in compliance with the applicable sections of the Americans with Disabilities Act (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 that they shall comply with all applicable requirements of the ADA in assuring the availability of auxiliary aids and services required by its own employees and attendees of the event. The User shall be solely responsible for the cost of any such auxiliary aids 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.

ADDITIONS AND DELETIONS

XXII. Any additional facilities and/or services not specified in this agreement are subject to additional charges. These charges 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.

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

USER: Kenton County Academies of Innovation and Technology
White Coat Ceremony February 7, 2019

Signed: _____

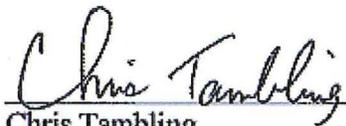
Title: _____

Date: _____

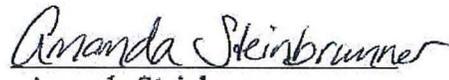
Attendance Estimate: _____

I have received and understand the Policies and Technical Needs Guideline at the end of this document _____ (please initial)

UNIVERSITY:



Chris Tambling
Associate Director
Student Union and Conference Management



Amanda Steinbrunner
Conference Coordinator
Conference Management

GREAVES CONCERT HALL POLICIES

* No smoking and * No food or drinks (except water) in the Concert Hall

* Do not place items on piano lid * No tape on painted drywall

* There is to be no tap dancing on Greaves stage unless a floor covering (supplied by the client and approved prior to arrival by NKU SOTA Music Department) is used.

* If you have a reservation for the Bandroom: DO NOT remove chairs or stands from Bandroom (Room 126). These were specifically ordered and designed for this classroom space, and are not to be used by outside groups.

* Before you leave:

- Please remove props and marker tape from stage floor
- Return all stands and chairs to Concert storage
- Please dispose of all trash
- Cover and lock piano
- Turn off all lights
- Lock all doors

* Individuals, organizations, or departments using Greaves will be held financially responsible for any damage to facility and/or equipment.

* Please report any problems to NKU School of the Arts-Music, Fine Arts Bldg room 253, or (859) 572-6399.

FAILURE TO OBSERVE THE ABOVE POLICIES MAY PROHIBIT FUTURE USE.

Required Announcement

(please read just prior to the beginning of your event, also note and point out locations of the exits):

May I please have your attention.

It is required by state fire code that I inform you of the location of the exits in this room. Please note there are exits located on both sides of the room.

In the unlikely event of a fire or other emergency, please stay calm and exit in an orderly fashion. Thank you.

The following does NOT need to be announced, but is for the information of officials during the event.

In the case of a tornado -- Please use the microphone (if applicable) to:

Direct all occupants of the room to seek shelter in the interior hallways of the lowest possible floor of that building in a calm and orderly manner. Stay away from windows. Assume a sitting position and cover your head with your arms. Use a coat or some other cover to provide protection from debris.

GREAVES HALL TECHNICAL NEEDS GUIDELINE

When planning for using Greaves Concert Hall, you should take some time and consider what (if any) technical needs there will be. Technical needs should be worked out well in advance of the event. Please have any technical needs/requests to the technical director (Jonathan Eaton at (859) 572-5901 or eatonj1@nku.edu) **AT LEAST THREE WEEKS** prior to your scheduled event. Additional fees may apply for additional equipment, items, resources, or services ordered.

If the event would happen to be canceled, please contact the technical director as soon as possible. If your event is a non university event and you do not contact the technical director 48 hours prior to the scheduled time of your event **YOU WILL BE CHARGED \$50** for the technicians loss of time.

COMMERICAL RATE: \$50 per hour for the first two hours and \$20/hour each additional hour
NON-PROFIT RATE: \$35 per hour for the first two hours and \$15/hour each additional hour
Minimum two hour charge per event/day

Additional technical crew charge will be determined on a per event basis. Additional fees will also apply for additional equipment, items, resources, or services ordered.

AMOUNT TO BE BILLED ON THE INVOICE MAY BE REFERENCED IN ATTACHED CONTRACT.

Things to consider when using the concert hall:

- Will you need a lighting, sound, or recording engineer? If yes, there could be an hourly fee involved.
- What type of sound equipment will you need (microphones, monitors, etc)? Try to have a basic idea before you come in for the event. It makes setup much easier.
- Are your technical needs such that additional technical staff will be needed? If yes, there could be an additional hourly fee involved.
- If you use any additional equipment for your event, you will be responsible for returning it to where it belongs.
- If you bring your own props, the university is not responsible for their well being. We have very limited storage space, and the concert hall is constantly being used. It is suggested that props be brought in the day of the event.

If you have additional questions please contact the technical director (Jonathan Eaton at (859) 572-5901 or eatonj1@nku.edu).

Thank you.