



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

Issue Paper

DATE:

September 20, 2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Northern Kentucky Cheer Coaches Association for use of Scott High School Stadium for cheer competition on October 30, 2021.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Northern Kentucky Cheer Coaches Association would like to host cheer competition for local middle and high schools. Portion of proceeds will be donated to scholarship fund given to area cheerleader.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval to Community Use Facility contract with Northern Kentucky Cheer Coaches Association for use of Scott High School Stadium for cheer competition on October 30, 2021.

CONTACT PERSON:

Matt Wilhoite


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 NKCA hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 26-3058487

Category of user (1-5) III (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: Futsal Field & Restrooms

at the following times and dates: 10-30-21 8am-8pm 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.
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 cause by notice from Principal or designee.
5. User is responsible for the conduct of its participants or guests.
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) _____ user CDK school representative

Applicable Fees:

Rental fee: _____ per hr. (min 2 hours)	Rental fee total: <u>300</u>
Custodial fee: _____ per hr. (min 2 hours)	Custodial fee total: <u>0</u>
Supervisory fee: _____ per hr. (min 2 hours)	Supervisory fee total: <u>0</u>
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: \$300

Deposit: _____

Checks are payable to Kenton County Board of Education**Supervision/Custodial Support Details:**

Cheroddy Ruten will Camp & Cook will provide supervision.

Misc. Considerations:

Facility Use Contract

Name of School:

Scott High SchoolNorthern Ky Cheer Coaches Assoc.
Name of Renting Organization "User"Gayle Trame

Name of "User" Representative (Print)

3168 Windemere Hill

Address

Lotania Ky 41015
City State Zip(859) 380-3542

Phone Number

nkcca92@gmail.com

E-Mail Address

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

Name

Address

Telephone Number

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 15 day of September, 2021. **Contracts for recurring events expire on June 30th of the school year.**

Signature of "User" Representative

Principal

M. Ullate

Superintendent/designee

Review/Revised: 8/5/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/21/2021

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 Chas. H. Bilz Ins. Agency 412 Madison Avenue Post Office Box 12666 Covington KY 41012-0666	CONTACT NAME: Michelle Sweeney PHONE (A/C, No, Ext): (859) 431-1235 FAX (A/C, No): (859) 431-0437 E-MAIL ADDRESS: MichelleS@bilzins.com
INSURED Northern Kentucky Cheerleading Coaches Assoc c/o Gayle Trame 3168 Windermere Hill Latonia KY 41015	INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 21/22 Master

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			A982456	09/22/2021	09/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers			2080529	03/01/2021	03/01/2022	Each Claim Limit \$1,000,000 Aggregate Limit \$1,000,000

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

Certificate holder is named as additional insured per written contract, subject to the terms and conditions of the policy. This is with regard to the event on 10-30-21 being held at Scott High School

CERTIFICATE HOLDER

CANCELLATION

Kenton County Board of Education 1055 Eaton Drive Ft. Wright KY 41017	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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