

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 Newport Wildcat Youth Cheer for use of the Dixie Heights Gymnasium on October 9, 2021.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

Newport Wildcat Youth Cheer would like to host Cheer competition at Dixie Heights High School.

**FISCAL/BUDGETARY IMPACT:**

None

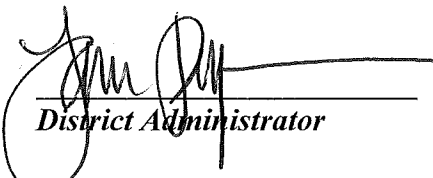
**RECOMMENDATION:**

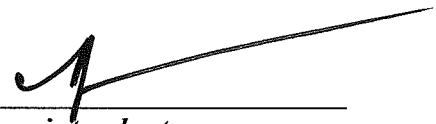
Approval to Community Use Facility contract with Newport Wildcats Youth Cheer for use of the Dixie Heights Gymnasium on October 9, 2021.

**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 Newport Wildcats Youth hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # \_\_\_\_\_

Category of user (1-5) 3 (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: Dixie Hts. Main Gym & Aux

Inside Concession Stand

at the following times and dates: Oct. 9, 2021 7:00am - 6:pm 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 AB school representative

Applicable Fees:

|   |                                   |
|---|-----------------------------------|
| Rental fee: <u>\$300.00</u> per hr. (min 2 hours) | Rental fee total: <u>\$300.00</u> |
| Custodial fee: <u>\$48</u> per hr. (min 2 hours)  | Custodial fee total: <u>TBA</u>   |
| Supervisory fee: <u>TBD</u> per hr. (min 2 hours) | Supervisory fee total: <u>TBA</u> |
| Equipment fee: <u>NA</u>                          | Equipment fee total: <u>NA</u>    |
| Other fees: <u>NA</u>                             | Other fees total: <u>NA</u>       |

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: TBD Deposit: NA

Checks are payable to Kenton County Board of EducationSupervision/Custodial Support Details:

Custodial fees will determine final cost. Two (2) custodians will work entire event at a cost of \$48 per hour each. Supervision fee will be waived for a \$1500 donation to Dixie Heights Cheer.

Misc. Considerations:

Dixie Heights Cheer will be responsible for all Supervision, set-up and clean up

Facility Use Contract

Name of School: Dixie Height HS. Newport Wildcat Youth  
Name of Renting Organization "User"

Carla Jones  
Name of "User" Representative (Print)

427 W 12<sup>th</sup> St.  
Address

Newport Ky 41071  
City State Zip

(859) 816-3276  
Phone Number

jones33.cj@gmail.com  
E-Mail Address

If responsible individual is other than then 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. **Contracts for recurring events expire on June 30th of the school year.**

\_\_\_\_\_  
Signature of "User" Representative

\_\_\_\_\_  
Principal

M. White  
Superintendent/designee

Review/Revised: 8/5/2019

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
8/4/2021

PRODUCER 513-818-1923

The DG Agency  
151 W 4th Street Suite 500A  
Cincinnati Ohio 45202THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

South Kenton Nittany Lions Youth  
Youth Football & Cheerleading INC  
495 Erlanger Road  
Erlanger KY 41018

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURER A: Erie Insurance Group

Q61-0125973

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | ADD'L                               | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|------|-------------------------------------|--|---------------|----------------------------------|-----------------------------------|--|
|      | <input checked="" type="checkbox"/> | GENERAL LIABILITY  |               |                                  |                                   |  |
|      |                                     | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                               |               |                                  |                                   |  |
|      |                                     | <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR                            |               |                                  |                                   |  |
|      |                                     | GEN'L AGGREGATE LIMIT APPLIES PER:   |               |                                  |                                   |  |
|      |                                     | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |               |                                  |                                   |  |
|      |                                     |  | Q61-0125973   | 8/3/2021                         | 8/3/2022                          |  |
|      |                                     |  |               |                                  |                                   | EACH OCCURRENCE \$ 1,000,000                           |
|      |                                     |  |               |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
|      |                                     |  |               |                                  |                                   | MED EXP (Any one person) \$                            |
|      |                                     |  |               |                                  |                                   | PERSONAL & ADV INJURY \$ 1,000,000                     |
|      |                                     |  |               |                                  |                                   | GENERAL AGGREGATE \$ 2,000,000                         |
|      |                                     |  |               |                                  |                                   | PRODUCTS - COMP/OP AGG \$ 2,000,000                    |
|      |                                     | AUTOMOBILE LIABILITY   |               |                                  |                                   |  |
|      |                                     | <input type="checkbox"/> ANY AUTO  |               |                                  |                                   |  |
|      |                                     | <input type="checkbox"/> ALL OWNED AUTOS   |               |                                  |                                   |  |
|      |                                     | <input type="checkbox"/> SCHEDULED AUTOS   |               |                                  |                                   |  |
|      |                                     | <input type="checkbox"/> HIRED AUTOS   |               |                                  |                                   |  |
|      |                                     | <input type="checkbox"/> NON-OWNED AUTOS   |               |                                  |                                   |  |
|      |                                     |  |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$                 |
|      |                                     |  |               |                                  |                                   | BODILY INJURY (Per person) \$                          |
|      |                                     |  |               |                                  |                                   | BODILY INJURY (Per accident) \$                        |
|      |                                     |  |               |                                  |                                   | PROPERTY DAMAGE (Per accident) \$                      |
|      |                                     | GARAGE LIABILITY   |               |                                  |                                   |  |
|      |                                     | <input type="checkbox"/> ANY AUTO  |               |                                  |                                   |  |
|      |                                     |  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$                             |
|      |                                     |  |               |                                  |                                   | OTHER THAN EA ACC \$                                   |
|      |                                     |  |               |                                  |                                   | AUTO ONLY: AGG \$                                      |
|      |                                     | EXCESS/UMBRELLA LIABILITY  |               |                                  |                                   |  |
|      |                                     | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                            |               |                                  |                                   |  |
|      |                                     | <input type="checkbox"/> DEDUCTIBLE  |               |                                  |                                   |  |
|      |                                     | <input type="checkbox"/> RETENTION \$  |               |                                  |                                   |  |
|      |                                     | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |               |                                  |                                   |  |
|      |                                     | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?                                      |               |                                  |                                   |  |
|      |                                     | If yes, describe under SPECIAL PROVISIONS below  |               |                                  |                                   |  |
|      |                                     | OTHER  |               |                                  |                                   |  |
| x    |                                     | Crime  | Q61-0125973   | 8/3/2021                         | 8/3/2022                          | CRIM EEMDH \$ 15,000<br>PAYPL                          |

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CERTIFICATE HOLDER is added as an additional insured with respects to general liability coverage but only with respect to liability arising out of the operations of the named insureds league.

Sexual abuse/ molestation limits are as follows: \$1,000,000 EACH OCCURRENCE/ \$2,000,000 AGGREGATE

THIS POLICY DOES NOT EXCLUDE CONCUSSIONS

## CERTIFICATE HOLDER

Kenton County Board of Education

Simon Kenton High School

3010 Dixie Highway  
Fort Mitchell KY 41017

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL  
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Damian Gilchrist*