



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:

2/5/19

AGENDA ITEM (ACTION ITEM):

Consider/Approve contract with Northern Kentucky University to rent the Student Union/University Center for the Kenton County Academies Senior Night Ceremony on March 29, 2019.

APPLICABLE BOARD POLICY:

01.11 General Power and Duties

HISTORY/BACKGROUND:

This is a new event for the Academies to our out senior scholars at a ceremony.

FISCAL/BUDGETARY IMPACT:

Estimate: \$377 from Fund 21.

RECOMMENDATION:

Approval of the contract with Northern Kentucky University to rent the Student Union/University for the Kenton County Academies Senior Night Ceremony on March 29, 2019.

CONTACT PERSON:

Heather Johnson, KCAIT bookkeeper



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 Carla Egan Shannon Herold 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

February 5, 2019

Dear Ms. Johnson:

Please find enclosed the contract that will serve as the 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. 7) and return **one copy** of the **signature page** to me (keep a copy of the Agreement for your records).

Please call 859-572-7775 or email tamblingc1@nku.edu (Chris Tambling at Student Union/University Center) with any setup needs (room, a/v) or questions at least 10 business days prior to your event.

Please take note 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.
- Please tell your presenters/facilitators that we do not allow tape on painted surfaces.
- If your group places signs anywhere on campus, please remove them after your function.
- Visitor parking will be assigned, please see section 4A for specific parking instructions and fees. Tickets will be issued for parking violations. Please see <http://www.nku.edu/campusmaps/index.php> for a map of Highland Heights campus.

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 email Sara.Trauth@compass-usa.com.

If you have additional questions, feel free to contact me at steinbrunnea@nku.edu.

Sincerely,

Amanda Steinbrunner
Conference Coordinator

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

THIS AGREEMENT made and entered into on this day and year February 5, 2019, 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:

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:	Kenton County Academies of Innovation and Technology
EVENT NAME:	Senior Night Ceremony
CONTACT NAME:	Heather Johnson
CONTACT ADDRESS:	3234 Turkeyfoot Road Edgewood, KY 41047
TELEPHONE:	859-341-2266 or 859-240-4361
EMAIL:	heather.johnson@kenton.kyschools.us
BILLING:	same as above
ON-SITE CONTACT:	Amanda Dempsey; 859.391.7165; Amanda.dempsey@kenton.kyschools.us
DATE(S) OF FUNCTION:	Friday March 29, 2019
TIME(S) OF RESERVATION (includes set-up/clean-up):	4:00pm-6:00pm
TIMES OF FUNCTION: (each day)	5:00pm- 6:00pm
ATTENDANCE ESTIMATE:	200
FACILITY:	(see section 4)
AGREEMENT DUE DATE:	March 6, 2019
ALL SET-UP (includes A/V) DETAILS DUE:	at least 10 business days prior to 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

Assigned parking area: **any Parking Garage (visitor parking area)**

Visitor parking fees will be **charged to individual attendees.**

<https://inside.nku.edu/parking/visit.html>

Attendees will be required to pay cash individually upon exiting the parking facility.

Attendees should pull an entry ticket and keep tickets pulled at entry with them. When they are returning to their vehicle they should pay on foot at the kiosk. Insert entry ticket into the machine and process payment. Use the pay on foot receipt to exit the garage. If an attendee forgets to pay on foot the exit gates will take credit cards (but not cash).

Parking attendant/equipment will charge the maximum posted day rate to anyone exiting without an entry ticket.

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

If you need afterhours parking assistance: please use the intercom located at each exit.

B. CONFERENCE ADMINISTRATION FEE

\$57.00 per group per contract

C. CONFERENCE ROOMS:

Otto M. Budig Theater (UC 270) discounted non-profit *half day rate: \$195.00

*half-day rate applies to events with a total room use of 4 hours or less

Smart Podium Package: podium with computer, VCR, DVD, microphone, and a single projector in the ceiling non-profit rate: \$80.00 per day

Technician hired to stay the entire event: \$45.00 the first two hours and \$18 thereafter (optional)

All waived or reduced fees may be reinstated and charges added on the late fee invoice in cases of late payment.

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

Additional fees will apply for additional equipment, items, resources, or services ordered.

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. 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

- A. 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".

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. 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.
- C. 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.

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) 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.

18) ENTIRE AGREEMENT

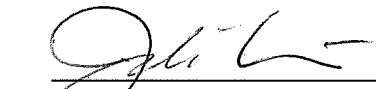
This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, arrangements and understandings relating to the use of campus facilities.

19) 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: Kenton County Academies of Innovation and Technology


EVENT: Senior Night Ceremony March 29, 2019

Signed: 

Title: PRINCIPAL

Date: 2-5-19

UNIVERSITY:



Associate Director
Student Union and Conference Management



Conference Coordinator
Conference Management