

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

# Issue Paper

**DATE:**

December 7, 2021

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with KC Kryptonite for use of the Caywood Elementary gym on March 1<sup>st</sup>, 8<sup>th</sup>, 15<sup>th</sup>, and 29<sup>th</sup>, 2022.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The KC Kryptonite is a local youth AAU baseball organization that wants to practice at Caywood Elementary.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval to Community Use Facility contract with KC Kryptonite for use of the Caywood Elementary gym on March 1<sup>st</sup>, 8<sup>th</sup>, 15<sup>th</sup> and 29<sup>th</sup>, 2022.

**CONTACT PERSON:**

Matt Wilhoite

M Wilhoite  
Principal/Administrator

[Signature]  
District Administrator

[Signature]  
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 KC Kryptonite (Sparks) hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One):  profit organization  non-profit organization/FEIN # 31-0922226

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 gym described as follows:

at the following times and dates: 3-1, 3-8, 3-15, 3-22, 3-29 5:00-7:00pm  weeknights on school days 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.



Name of School: Caywood

KC KeyStone (SPARKS)

Name of Renting Organization "User"

RYAN SPARKS

Name of "User" Representative (Print)

2929 Campus Dr.

Address

Crestview Hills Ky 41017

City

State

Zip

(859) 802-4859

Phone Number

Rsparks1231@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

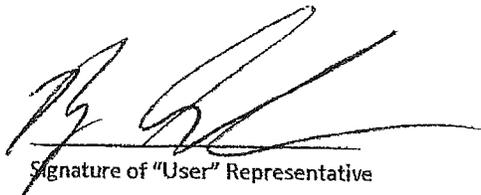
\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-Mail Address

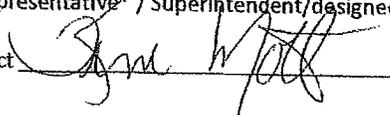
IN WITNESS WHEREOF the principal or Superintendent/designee for and on behalf of the Board of Education and the user hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contracts for recurring events expire on June 30<sup>th</sup> of the school year.

  
Signature of "User" Representative

\_\_\_\_\_  
Principal/school representative\* / Superintendent/designee\*

\*Principal has reviewed this contract





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/16/2020

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 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 Emory P. Zimmer Insurance Agency, Inc. 2148 Gilbert Avenue  Cincinnati OH 45206	CONTACT NAME: Deborah McCarty	
	PHONE (A/C No. Ext): (513) 381-1919	FAX (A/C No.): (513) 381-1928
	E-MAIL ADDRESS: dmccarty@zimmerinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Insurance	10677
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: CL1961805824 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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	ENP0390566	6/17/2019	6/17/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COM/POP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO					HIRED/NON-OWNED AUTO \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				
	UMBRELLA LIAB					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				BODILY INJURY (Per person) \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				BODILY INJURY (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PROPERTY DAMAGE (Per accident) \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					\$
		Y/N	N/A			PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is Additional Insured with regard to General Liability.

<b>CERTIFICATE HOLDER</b>  Kenton County Board of Education 1055 Eaton Drive Ft. Wright, KY 41017	<b>CANCELLATION</b>  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  T O'Donnell/DMCCAR <i>T O'Donnell</i>