

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

# Issue Paper

**DATE:**

March 21, 2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with the Kentucky Select Basketball Club for use of the Summit View Academy gym in April and May 2022.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The Kentucky Select Basketball Club is a local youth AAU basketball organization that wants to practice at the Summit View Academy gym.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval to Community Use Facility contract with the Kentucky Basketball Club for use of the Summit View Academy gym in April and May 2022.

**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.

## KENTON COUNTY BOARD OF EDUCATION

## FACILITY USE CONTRACT

This agreement made by and between the Kenton County Board of Education.  
Julie Pong acting as school representative or Superintendent/designee (Circle one)  
authorized so to act by direction of the Board of Education and Kentucky Select Basketball  
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) \_\_\_\_\_ (Final determination of category is made by Superintendent/designee).

## WITNESSETH:

The school designee does hereby agree to permit user to utilize certain school facilities more  
particularly described as follows: the middle school gymnasium

and elementary gymnasium  
at the following times and dates: as determined by school based on  
availability

subject to the following terms and conditions:

1. 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.

2. The use of these school facilities shall be in compliance with all laws and regulations and the terms and conditions of the Kenton County Board of Education policies, specifically including Board Policy 05.3, the terms of which are incorporated herein by reference.
3. 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.
4. User is responsible for the conduct of its participants or guests.
5. There shall be no transfer or assignment of this agreement, nor any profit making or commercial venture subject to this use.
6. 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.
7. 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.**
8. User shall return the facilities or premised 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.
9. 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.

10. 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

\$5,000 medical expense per person and does not exclude participants in the lessee's activities

The Kenton County Board of Education is noted as additional insured

**A copy of the liability policy or declaration of coverage must be attached to this contract.**

11. An orientation has been provided.

(Please initial) JP user

JK school representative

**Applicable Fees:**

Rental fee:                      per hr. (min 2 hours)

Rental fee total:                     

Custodial fee\*:                      per hr. (min 2 hours)

Custodial fee total:                     

Supervisory fee \*:                      per hr. (min 2 hours)

Supervisory fee total:                     

Equipment fee \*:                     

Equipment fee total:                     

Other fees \*:                     

Other fees total:                     

**\* If supervisory/custodial fees apply, they must be paid as a security deposit at the time of contract signing.**

**Total Fees:                      Checks**

**are payable to Kenton County Board of Education**

**Supervision / Custodial Support Details:**

n/a

**Misc. Considerations:**

n/a

Name of School: Summit View Academy  
 Name of Renting Organization "User"

James Pouncy  
 Name of "User" Representative (Print)

1587 Twinridge Way  
 Address

Independence KY 41051  
 City State Zip

(859) 409-0195  
 Phone Number

jamespouncy@hotmail.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 4<sup>TH</sup> day of April, 2022.

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 \_\_\_\_\_

**VERIFICATION OF INSURANCE  
FOR THE AMATEUR ATHLETIC UNION OF THE U.S., INC. AND ITS MEMBER CLUBS**

<b>GENERAL INFORMATION</b>	This document verifies insurance coverage for the Amateur Athletic Union of the United States, Inc. Member clubs have coverage as shown below from the date of enrollment and acceptance in the AAU. Expiration date is August 31st annually.	<b>COVERAGE DATES:</b> 02/13/2022 - 8/31/2022
----------------------------	--	--

This verification is issued as a matter of information only and confers no rights. This verification does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This verification of insurance does not constitute a contract between the issuing insurer (s), authorized representative or producer.

<b>PRODUCER</b> Foy Insurance 64 Portsmouth Ave PO Box 1030 Exeter, NH 03833-1030	<b>INSURED</b> Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 1000022409 Lake Buena Vista, FL 32830-1000 (407) 934-7200	<b>MEMBER CLUB INSURED CLUB CODE: W36WA8</b> N.Jy Tarheels/Ky Select 1587 Twinridge Way Independence, KY 41051 Enrollment Date: 2/13/2022 10:39:00PM
---	--	--

**INSURER(S) AFFORDING COVERAGE**

Company A United State Fire Insurance Company NAIC # 21113 Company B Everest National Insurance Company NAIC # 10120	*For box below, INSR LTR refers to Company A or B.
---	--

**COVERAGES** - This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.


INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	US1182697	9/01/2021 12:01 AM.	9/1/2022 12:01 AM.	Accident Medical Accidental Death and Dismemberment	100,000 20,000
B	Excess Liability	SI8EX00142-211	9/01/2021 12:01 AM.	9/1/2022 12:01 AM.	Each Occurrence Policy Aggregate	5,000,000 5,000,000
B	General Liability	SI8ML00176-211	9/01/2021 12:01 AM.	9/1/2022 12:01 AM.	Each Occurrence Limit General Aggregate Limit Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Aggregate Fire Damage to premises Rented to Policy Aggregate Cap Medical Expenses Limit (Any One Person) Sexual Abuse Liability Sexual Abuse Aggregate	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 25,000,000 5,000 1,000,000 3,000,000

**ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS**

For said club to have coverage, all membership requirements in the AAU must be met.

For said club to have Extended Coverage (AB) program, all membership requirements in the AAU AB program must be met.

**CANCELLATION** - Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives.  
**REVOCACTION OF MEMBERSHIP** - will result in cancellation of coverage.

  
 \_\_\_\_\_  
 Authorized Representative

Verification No. W36WA8

1  
 IncSpednetCertClub.org