



Kenyon 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 National Inventors Hall of Fame and Summit View Academy for use of building from June 6 – 10, 2022.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

Camp Invention will provide a week long summer camp for kids 4 – 11 yrs old that will engage in open-ended, hands-on explorations of science, technology, and engineering.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval to Community Use Facility contract with the National Inventors Hall of Fame and Summit View Academy for use of building from June 6 – 10, 2022.

**CONTACT PERSON:**

Matt Wilhoite

A handwritten signature in black ink, appearing to read 'M Wilhoite', written over a horizontal line.

Principal/Administrator

A handwritten signature in pink ink, written over a horizontal line.

District Administrator

A handwritten signature in black ink, written over a horizontal line.

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 Camp Invention 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: Classrooms, Cafe, & Gym

at the following times and dates: June 6-10, 2022 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 \_\_\_\_\_ school representative

**Applicable Fees:**

Rental fee: <u>\$ 75<sup>00</sup></u> per hr. (min 2 hours)	Rental fee total: <u>\$ 375<sup>00</sup></u>
Custodial fee: <u>-</u> per hr. (min 2 hours)	Custodial fee total: <u>-</u>
Supervisory fee: <u>-</u> per hr. (min 2 hours)	Supervisory fee total: <u>-</u>
Equipment fee: <u>-</u>	Equipment fee total: <u>-</u>
Other fees: <u>-</u>	Other fees total: <u>-</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: \$ 375<sup>00</sup>

Deposit: \_\_\_\_\_

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

**Supervision/Custodial Support Details:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Misc. Considerations:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facility Use ContractName of School: Summit View Academy National Inventors HOF  
Name of Renting Organization "User"Bebhinn VanMatre  
Name of "User" Representative (Print)3701 Highland Park NW  
AddressNorth Canton OH. 44720  
City State Zip( )  
Phone Number  
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 4<sup>TH</sup> day of April, 20 22. **Contracts for recurring events expire on June 30th of the school year.**

  
Signature of "User" Representative  
Principal  
Superintendent/designee

Review/Revised:8/5/2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2021

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).

<b>PRODUCER</b> AssuredPartners of Ohio, LLC 4244 Mt. Pleasant St., NW North Canton OH 44720		<b>CONTACT</b> NAME: Darren Faye PHONE (A/C, No, Ext): 330-266-1904 FAX (A/C, No): 330-498-9946 E-MAIL ADDRESS: dfaye@leonardinsurance.com	
<b>INSURED</b> National Inventors Hall of Fame Inc. 3701 Highland Park NW North Canton OH 44720		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INVEN-1</b>		<b>INSURER A:</b> Philadelphia Indemnity Company	
		<b>INSURER B:</b> Hartford Ins Co of the Midwest	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
		<b>NAIC #</b>	
		18058	
		37478	

**COVERAGES****CERTIFICATE NUMBER:** 1487095480**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2318961	8/31/2021	8/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2318961	8/31/2021	8/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB783129	8/31/2021	8/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	45WBCBV3411	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Abuse & Molestation			PHPK2318961	8/31/2021	8/31/2022	\$1,000,000 each claim \$3,000,000 aggrega

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Automatic Additional Insured per written contract/agreement as provided by form PI-GLD-MK (03/2012)  
Camp Invention - Certificate Holder included as Additional Insured. C-KY60-01256-22

**CERTIFICATE HOLDER****CANCELLATION**

Kenton Co School District  
1055 Eaton Drive  
Fort 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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