

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 NKY Lady Knights for use of Summit View Academy gym in April and May 2022.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The NKY Lady Knights are a local youth AAU basketball organization that wants to practice at Summit View Academy gym.

**FISCAL/BUDGETARY IMPACT:**

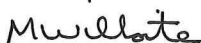
None

**RECOMMENDATION:**

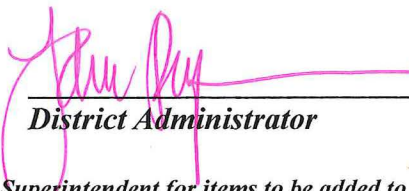
Approval to Community Use Facility contract with the NKY Lady Knights for use of the Summit View Academy gym in April and May 2022.

**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.

**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 David Brock / NKY Lady Knights hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): \_\_\_\_ profit organization X non-profit organization/FEIN # 27-3421949

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: Basketball Practice

at the following times and dates: Mon/Wed from 6:00-9:00pm until 5/26/2022 \_\_\_\_ 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) DB user \_\_\_\_\_ 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: _____

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

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

**Supervision/Custodial Support Details:**

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

**Misc. Considerations:**

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

**Facility Use Contract**

Name of School: Summit View Academy NKY Lady Knights  
Name of Renting Organization "User"  
David Brock  
Name of "User" Representative (Print)  
5121 Kieffer Ridge Lane  
Address  
Independence KY 41051  
City State Zip  
( 812 ) 599-7300  
Phone Number  
onemoment2105@aol.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.

Lisa Brock  
Name  
5121 Kieffer Ridge Lane  
Address  
513-508-0329  
Telephone Number  
lisambrock2515@gmail.com  
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, 2022. Contracts for recurring events expire on June 30th of the school year.

David Brock  
Signature of "User" Representative Principal

\_\_\_\_\_  
Superintendent/designee

Review/Revised:8/5/2019

**PRACTICE THIRD PARTY CERTIFICATE OF INSURANCE**  
**AMATEUR ATHLETIC UNION OF THE U.S., INC.**

<b>CERTIFICATE HOLDER</b>		Summit View Academy 5006 Madison Pike Independence, KY 41051		<b>COVERAGE DATES:</b> 03/07/2022 - 8/31/2022		
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.						
<b>PRODUCER</b>		<b>INSURED</b>		<b>MEMBER CLUB INSURED</b> <b>CERTIFICATE ID: 2KKYX74X</b> <b>CLUB CODE: W3659C</b>		
Foy Insurance 64 Portsmouth Ave PO Box 1030 Exeter, NH 03833-1030		Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 22409 Lake Buena Vista, FL 32830-1000 (407) 934-7200		NKY Lady Knights 5121 Kieffer Ridge Independence, KY 41051		
<b>INSURER(S) AFFORDING COVERAGE</b>						
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.		
<b>COVERAGES</b> - 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.						
<b>INSR LTR</b>	<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>COVERAGE EFF. DATE (MM/DD/YY)</b>	<b>COVERAGE EXP. DATE (MM/DD/YY)</b>	<b>COVERAGES</b>	<b>LIMITS</b>
A	Participant Accident	US1182697	9/01/2021 12:01 AM.	9/01/2022 12:01 AM.	Accident Medical Accidental Death and Dismemberment	100,000 20,000
B	Excess Liability	SI8EX00142-211	9/01/2021 12:01 AM.	9/01/2022 12:01 AM.	Each Occurrence Policy Aggregate	5,000,000 5,000,000
B	General Liability	SI8ML00176-211	9/01/2021 12:01 AM.	9/01/2022 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 You 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
<b>ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS:</b> Coverage applies to NKY Lady Knights, License # 2KKYX74X Practice, NKY Lady Knights from 03/07/2022 through 08/31/2022, for the gross negligence and/or liabilities of the AAU Club(s) or registered members. For said club to have coverage, all membership requirements in the AAU must be met. Primary non-contributory applies as per attached endorsement ECG 24 520 04 02. Waiver of Transfer of Rights of Recovery Against Other to Us applies per attached Endorsement ECG 24 522 04 02. The Certificate holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and limitations of the policy(ies), attached CCI 20 11 04 13 applies.						
<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. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives. <b>REVOCATION OF MEMBERSHIP</b> - will result in cancellation of coverage.						
<b>FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE.</b> Go to <a href="http://www.aausports.org">www.aausports.org</a> , Membership, Insurance, Issued Third Party Certificates, Insert member club code						

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

Certificate No. 20220730

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - MANAGERS OR  
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART:**

**SCHEDULE**

<b>Designation Of Premises (Part Leased To You):</b> All locations owned, operated or leased by Name Of Person(s) Or Organization(s) listed below
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>  Summit View Academy 5006 Madison Pike Independence, KY 41051  <b>Event:</b> Practice, NKY Lady Knights <b>Date:</b> 03/07/2022 through 08/31/2022
<b>Additional Premium:</b> \$ N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# Request for Extended Benefit (AB) or Sponsor Third Party Certificate

To have extended coverage (AB), the following criteria applies:

- For team competitions, the entire competing team and coach (non-athlete) must be AAU extended coverage (AB) members.
- The competition must be formally scheduled, supervised and HOSTED by a recognized sport association, civic organization or school (and not be a member of the AAU).
- If you are a member of the AAU in the extended coverage (AB) category and host an event that is not sanctioned by the AAU, you forfeit your rights of extended coverage (AB), for that event only.

To request a Sponsor named as a Third Party Additional Insured the entity must be benefactor or donor who supports a member club.



I agree that in order for this/these certificates to be valid everyone must have obtained their individual AAU Extended Benefit Membership before participating.



I understand that Extended Benefit Certificates are issued with one start date for all certificates and the end date can go until August 31<sup>st</sup> of the current membership year only.



I agree that certificates are not transferable, may not be shared and can only be use by the club who requested them.



I understand once certificates have been purchased/issued, the club name cannot be changed.

Club Name: NKY Lady Knights

Club Code: W3659C

Contact Name: David Brock

Contact Member ID: 79DB4TN2



Extended Benefit Certificate



Sponsor Certificate

Dates of Coverage: 03/07/2022 to 08/31/2022

Entity to be Named as Third Party: Kenton County School District

Address: 1055 Eaton Drive

City: Fort Wright

State: Kentucky

Zip: 41017