

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

# Issue Paper

**DATE:**

December 13, 2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with St. Cecilia School and Simon Kenton High School for use of the auditorium on February 7, 10, and 11, 2023.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

St. Cecilia School is requesting to use Simon Kenton High School auditorium for their school play.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

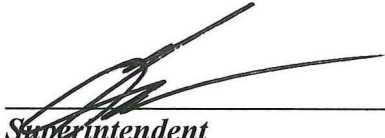
Approval to Community Use Facility contract with St. Cecilia School and Simon Kenton High School for use of the auditorium on February 7, 10, and 11, 2023.

**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.

## SCHOOL FACILITIES

(CONTINUED)

### 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 St. Cecilia School hereinafter referred to as "user" of the school facilities herein 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 particularly described as follows: SK Auditorium

at the following times and dates: February 7 & 10 (3-6pm) Feb 11 (noon - 5pm) subject to the following terms and conditions:

1. School facilities shall not be utilized by any outside group prior to ninety (90) minutes prior to 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 renewed 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. Approved users are responsible for the conduct and safety of their participants, guests, coaches, officials, and spectators. Automated External Defibrillators (AED) accessibility is not the responsibility of the KCSD facility.
6. There shall be no transfer or assignment of this agreement, nor any profit making 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) AK user TK school representative

**Applicable Fees:**

Rental fee: <u>5 hours</u> per hr. (min 2 hours)	Rental fee total: <u>300.00</u>
Custodial fee: <u>5 hours</u> per hr. (min 2 hours)	Custodial fee total: <u>240.00</u>
Supervisory fee: <u>X</u> per hr. (min 2 hours)	Supervisory fee total: _____
Equipment fee: <u>X</u>	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:** \$540.00

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

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

**Supervision/Custodial Support Details:**

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

**Misc. Considerations:**

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

Facility Use Contract

Name of School: Simon Kenton High School St. Cecilia School  
Name of Renting Organization "User"  
Luann Kohl  
Name of "User" Representative (Print)  
5313 Madison Pike  
Address  
Independence KY 41051  
City State Zip  
(859) 363-4314  
Phone Number  
Luann Kohl <lkohl@stcindependence.org>  
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.

Luann Kohl  
Name  
5313 Madison Pike Independence  
Address  
859-363-4314  
Telephone Number  
lkohl@stcindependence.org  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2022. Contracts for recurring events expire on June 30th of the school year.

Luann Kohl  
Signature of "User" Representative

[Signature]  
Principal

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

Review/Revised: 7/11/2022

# Certificate of Coverage

Date: 11 10 2022

**Certificate Holder**  
The Roman Catholic Diocese of Covington and Most  
Reverend John C. Iffert, and His Successors in  
Office, Chancery Office  
P.O. Box 15550  
Covington, KY 41015

This Certificate is issued as a matter of information only and  
confers no rights upon the holder of this certificate. This certificate  
does not amend, extend or alter the coverage afforded below.

**Company Affording Coverage**

THE CATHOLIC MUTUAL RELIEF  
SOCIETY OF AMERICA  
10843 OLD MILL RD  
OMAHA, NE 68114

**Covered Location**  
St Cecilia School  
5313 Madison Pike  
Independence, KY 41051

**Coverages**

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability	8547	12-31-2022	12-31-2023	Each Occurrence	
<input checked="" type="checkbox"/> Occurrence				General Aggregate	2,000,000
<input type="checkbox"/> Claims Made				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)  
Coverage only extends for claims arising out of St Cecilia School's use of Simon Kenton High School's auditorium for their events on February 8, 10 & 11, 2022.

**Holder of Certificate**

**Cancellation**

Additional Protected Person(s)

The Kenton County Board of Education

Should any of the above described coverages be cancelled before the expiration date thereof, the company shall endeavor to mail 30 days prior to the cancellation of the certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

*Michael A. Antonini*

0346003133