

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

# Issue Paper

**DATE:**

December 1, 2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Girl Scouts of America for use of River Ridge Elementary cafeteria during non-school time on various dates during 2022-23 school year.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The Girl Scout's mission statement is to build girls of courage, confidence, and character, who make the world a better place.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**


Approval to Community Use Facility contract with Girl Scouts of America for use of River Ridge Elementary cafeteria during non-school time on various dates during 2022-23 school year.

**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.  
Dominique Cussey acting as school representative or Superintendent/designee (Circle one)  
 authorized so to act by direction of the Board of Education and Chrissy Dutton

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: use of cafeteria ; use of restrooms

in gym hallway Girl Scout Troop #2874

at the following times and dates: 6:30 - 7:30 - every other Tuesday  
beginning on January, 10th

subject to the following terms and conditions: Except days school is closed.

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) CND user DC school representative

Applicable Fees:

Rental fee: \_\_\_\_\_ per hr. (min 2 hours) Rental fee total: 0

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: 0

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

Total Fees: 0

Checks are payable to Kenton County Board of Education

Supervision / Custodial Support Details:

Group will only use facility during the time  
a custodian is normally on duty - See  
Board Policy 05.3

Misc. Considerations:



Name of School: River RidgeGirl Scouts Wilderness Rd  
Council

Name of Renting Organization "User"

Carolee Vonderhaar & Chrissy Dutton

Name of "User" Representative (Print)

1010 Colina Dr.

Address

Villa Hills Ky 41017

City

State

Zip

(859) 803-2616

Phone Number

cdutton@bhmklaw.com

E-Mail Address

If responsible individual is other than the "User" whose signature appears on this page below, please identify that individual. Responsible individual will be in attendance during entire use of facility.

Chrissy Dutton

Name

1010 Colina Dr, Villa Hills KY 41017

Address

859-803-2616

Telephone Number

cdutton@bhmklaw.com

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.

Chrissy Dutton

Signature of "User" Representative

[Signature]

Principal/school representative / Superintendent/designee\*

\*Principal has reviewed this contract \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/29/2022

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.

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> Palmer & Cay LLC 22 Barnard Street Suite 200 Savannah GA 31401	<b>CONTACT NAME:</b>
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> gssolutions@palmerandcay.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	INSURER A: National Casualty Company 11991
<b>INSURED</b> Girl Scouts of Kentucky's Wilderness Road Council, 2277 Executive Drive Lexington KY 40505-4807	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 1273111732

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		KKO26981100	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sex Abuse & Molestation		KKO26981100	10/1/2022	10/1/2023	Per Occurrence Aggregate \$ 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder named below is an Additional Insured on the general liability policy with respect to the use of its premises for Girl Scout activities of the Insured Girl Scout Council.

## CERTIFICATE HOLDER

## CANCELLATION

Kenton County Board of Education  
Attn: Matt Wilhoffer  
1055 Eaton Dr.  
Ft. 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

© 1988-2015 ACORD CORPORATION. All rights reserved.