



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

Issue Paper

DATE:

March 13, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Beechgrove PTA for use of the Beechgrove Elementary Gymnasium and Cafeteria for a Craft Show on April 14 and 15, 2023.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Beechgrove PTA is an approved booster organization that was established to promote and support the school. They will be hosting a Craft Show and using it as a fundraiser that will impact students at Beechgrove Elementary.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:


Approval to Community Use Facility contract with Beechgrove PTA for use of the Beechgrove Elementary Gymnasium and Cafeteria for a Craft Show on April 14 and 15, 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

05.3 AP.1
(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 Beechgrove PTA hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 61-1156570

Category of user (1-5) _____ (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: Gym + 1st Grade Hallway

at the following times and dates: April 14th 6pm-8pm and April 15th 9am-3pm 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. 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 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: _____ per hr. (min 2 hours)	Rental fee total: _____
Custodial fee: <u>\$48.00</u> per hr. (min 2 hours)	Custodial fee total: <u>6 hours =</u>
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:



ASSOCIATION INSURANCE MANAGEMENT INC

MEMBER CERTIFICATE OF INSURANCE

9/20/22

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Insured #: KY191425

NAMED INSURED MEMBER:

Beechgrove Elementary PTA
Attn: Heather Wolking or Current Officer
1029 Bristow Rd
Independence, KY 41051

Named Insured & Mailing Address

Education Support Purchasing Group
c/o AIM
P.O. Box 874051
Dallas TX, 75287-4051

PRODUCER NAME

AIM Association Insurance
Management, Inc.
PO Box 874051
Dallas TX, 75287-4051

Company / Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
Concert Specialty Insurance Company / Commercial General Liability	GL2022AIM03884	9/1/22 - 9/1/23	\$ 0	Each Occurrence	\$1,000,000
				General Aggregate	\$2,000,000
				Products - COMP/OPS	\$2,000,000
				Personal & Advertising Injury	\$1,000,000
				Fire Damage (any one fire)	\$50,000
Concert Specialty Insurance Company / Extended Medical Payments	GL2022AIM03884	9/1/22 - 9/1/23	\$ 0	Medical payments-any one person	\$5,000
Concert Specialty Insurance Company / Professional Liability (Directors & Officers Liability)	DO2022AIM03429	9/1/22 - 9/1/23	\$ 0	Aggregate	\$1,000,000
	Retro-active Effective Date:		9/16/20		
Concert Specialty Insurance Company / Fidelity Bond (Crime)	CR2022AIM03030	9/1/22 - 9/1/23	\$ 250	Each Occurrence	\$10,000
Concert Specialty Insurance Company / Inland Marine (Business Personal Property)	IM2022AIM00489	9/1/22 - 9/1/23	\$ 250	Each Occurrence	\$10,000

Certificate Holder:

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any, complete the above numbered policy. Copies of the Master Policies are available upon request or may be printed at www.aim-companies.com

AUTHORIZED REPRESENTATIVE