



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

# Issue Paper

**DATE:**

March 22, 2023

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve Community Use Facility contract with KY Defenders Basketball Club for use of the Summit View Academy gymnasium during non-school hours on Wednesdays in May 2023.**

**APPLICABLE BOARD POLICY:**

**05.3 Community Use of Facility**

**HISTORY/BACKGROUND:**

**The KY Defenders Club is local youth AAU basketball organization that wants to practice at Summit View Academy gymnasium.**

**FISCAL/BUDGETARY IMPACT:**

**None**

**RECOMMENDATION:**

**Approval Community Use Facility contract with KY Defenders Basketball Club for use of the Summit View Academy gymnasium during non-school hours on Wednesdays in May 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.*

**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 KY Defenders AAU hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): \_\_\_\_\_ profit organization ☒ non-profit organization/FEIN # 201805511

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: Summit View Academy Gym - non  
school time.

at the following times and dates: Wednesdays - May 2023 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: _____ <u>0</u> _____ per hr. (min 2 hours)	Rental fee total: _____ <u>0</u> _____
Custodial fee: _____ <u>0</u> _____ per hr. (min 2 hours)	Custodial fee total: _____ <u>0</u> _____
Supervisory fee: _____ <u>0</u> _____ per hr. (min 2 hours)	Supervisory fee total: _____ <u>0</u> _____
Equipment fee: _____ <u>0</u> _____	Equipment fee total: _____ <u>0</u> _____
Other fees: _____ <u>0</u> _____	Other fees total: _____ <u>0</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:** \_\_\_\_\_ 0 \_\_\_\_\_ **Deposit:** \_\_\_\_\_ 0 \_\_\_\_\_

**Checks are payable to Kenton County Board of Education****Supervision/Custodial Support Details:**

Jenn Wessner (Assistant Coach) PE teacher of SYA  
will be at all practices and serve as supervisor +  
custodial support

**Misc. Considerations:**

all trash will be picked up and lights turned off  
before departure

**Facility Use Contract**Name of School: Summit view academy Ky defenders  
Name of Renting Organization "User"Jenn Wiesner  
Name of "User" Representative (Print)1349 Red Cedar Ct  
AddressIndependence Ky 41051  
City State Zip(859) 430-3816  
Phone NumberJennifer.Wiesner@kenton.kysch  
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.

Jenn Wiesner  
NameSame  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2020. Contracts for recurring events expire on June 30th of the school year.

Jenn Wiesner  
Signature of "User" Representative[Signature]  
Principal\_\_\_\_\_  
Superintendent/designee

**VERIFICATION OF INSURANCE  
FOR THE AMATEUR ATHLETIC UNION OF THE U.S., INC. AND ITS MEMBER CLUBS**

<b>GENERAL INFORMATION</b>		This document verifies insurance coverage for the Amateur Athletic Union of the United States, Inc. Member clubs have coverage as shown below from the date of enrollment and acceptance in the AAU. Expiration date is August 31st annually.		<b>COVERAGE DATES:</b> 01/20/2022 - 8/31/2023		
This verification is issued as a matter of information only and confers no rights. This verification does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This verification of insurance does not constitute a contract between the issuing insurer (s), authorized representative or producer.						
<b>PRODUCER</b> Foy Insurance 64 Portsmouth Ave PO Box 1030 Exeter, NH 03833-1030		<b>INSURED</b> Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 1000022409 Lake Buena Vista, FL 32830-1000 (407) 934-7200		<b>MEMBER CLUB INSURED CLUB CODE: W35DD3</b> Kentucky Defenders 2676 Conrad LN Burlington, KY 41005 Enrollment Date 1/20/2022 12:21:00PM		
<b>INSURER(S) AFFORDING COVERAGE</b>						
Company A United State Fire Insurance Company NAC# 21113 Company B Everest National Insurance Company NAC# 10120				*For box below, INSR LTR refers to Company A or B.		
COVERAGES - 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.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	US1182716	9/01/2022 12:01 AM	9/1/2023 12:01 AM	Accident Medical Accidental Death and Dismemberment	100,000 20,000
B	Excess Liability	SIEX00142-221	9/01/2022 12:01 AM	9/1/2023 12:01 AM	Each Occurrence Policy Aggregate	5,000,000 5,000,000
B	General Liability	SIML00176-221	9/01/2022 12:01 AM	9/1/2023 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 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>						
For said club to have coverage, all membership requirements in the AAU must be met.						
For said club to have Extended Coverage (AB) program, all membership requirements in the AAU AB program must be met.						
<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.						

  
Authorized Representative

Verification No. W35DD3

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