



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

Issue Paper

DATE:

April 13, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with National Inventors Hall of Fame and Summit View Academy for use of building from June 5 – 9, 2023.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

Camp Invention will provide a week-long summer camp opportunity for kids 4 – 13 years old that will engage in an open-ended, hands on exploration of science, technology, and engineering.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:


Approval Community Use Facility contract with the National Inventors Hall of Fame and Summit View Academy for use of building from June 5 – 9, 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 Camp Invention hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): _____ profit organization ☒ non-profit organization/FEIN # 34-1580038

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: Classrooms, Cafe, & Gym

at the following times and dates: June 5 - 9, 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. 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) _____ user _____ school representative

Applicable Fees:

Rental fee: \$ 75 ⁰⁰ per hr. (min 2 hours)	Rental fee total: \$ 375 ⁰⁰
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: \$ 375⁰⁰ Deposit: _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

All we need custodians to do is take out trash from used rooms daily, and vacuum.

Misc. Considerations:

Facility Use ContractName of School: Summit View Academy National Inventors HOF
Name of Renting Organization "User"Brooke Wright
Name of "User" Representative (Print)3701 Highland Park NW
AddressNorth Canton OH. 44720
City State Zip(330) 316-2308
Phone Numberbwright@invent.org
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.

Krista MillerName
1366 Liveoak Ct. Ind, KY 41051Address
859 479 4363Telephone Number
Krista.miller@kentn.kyschools.usE-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 1st day of May 2023,
20___. Contracts for recurring events expire on June 30th of the school year.

Krista B. Miller
Signature of "User" Representative[Signature]
Principal_____
Superintendent/designee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2023

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).

PRODUCER
AssuredPartners of Ohio, LLC
4244 Mt. Pleasant St., NW
North Canton OH 44720

CONTACT
NAME: Natalie Michael
PHONE (A/C, No, Ext): 330-266-1905
FAX (A/C, No): 330-266-1905
E-MAIL: natalie.michael@assuredpartners.com
ADDRESS: natalie.michael@assuredpartners.com

INSURED
National Inventors Hall of Fame Inc.
3701 Highland Park NW
North Canton OH 44720

INVEN-1

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Company	18058
INSURER B: Hartford Insurance Co of the Midwest	37478
INSURER C: Underwriters at Lloyd's	15792
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2016538923

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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	PHPK2457987	8/31/2022	8/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea 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 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					
	OTHER:					
A	AUTOMOBILE LIABILITY		PHPK2457987	8/31/2022	8/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	SCHEDULED AUTOS NON-OWNED AUTOS ONLY				
A X	UMBRELLA LIAB EXCESS LIAB DED X RETENTION \$ 10,000	X OCCUR CLAIMS-MADE	PHUB830262	8/31/2022	8/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	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	45WBCBV3411	1/1/2023	1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Abuse & Molestation		PHPK2457987	8/31/2022	8/31/2023	\$1,000,000 each claim
A	Professional Liab		PHPK2457987	8/31/2022	8/31/2023	\$1,000,000 each claim
C	Cyber Liability		ESL0039510363	8/21/2022	8/21/2023	\$2,000,000 each claim

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

Automatic Additional Insured per written contract/agreement as provided by form PI-GLD-MK (03/2012)
Camp Invention - Certificate Holder included as Additional Insured. C-KY60-01256-23

CERTIFICATE HOLDER

Kenton County School District
1055 Eaton Drive
Fort Wright KY 41017

CANCELLATION

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

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