



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

# Issue Paper

**DATE:**

May 8, 2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Crush Volleyball Club for use of the Dixie Heights High School gymnasium on July 8 and 9, 2023.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The Crush Volleyball Club is a local youth AAU volleyball organization that wants to rent gymnasium at Dixie Heights High School for the weekend.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval Community Use Facility contract with Crush Volleyball Club for use of the Dixie Heights High School gymnasium on July 8 and 9, 2023.

**CONTACT PERSON:**

Matt Wilhoite

A handwritten signature in black ink, appearing to read 'M Wilhoite', written over a horizontal line.

Principal/Administrator

A handwritten signature in black ink, written over a horizontal line.

District Administrator

A handwritten signature in black ink, written over a horizontal line.

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 Crush Volleyball hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): 3 profit organization X non-profit organization/FEIN # 46-3414689

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: Dixie Heights Main Gym - 2 Nets Set up

at the following times and dates: July 8 & 9, 2023 - 8:00am - 5:00pm 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) BS user \_\_\_\_\_ school representative

**Applicable Fees:**

Rental fee: <u>\$300.00 per day</u> per hr. (min 2 hours)	Rental fee total: <u>\$600.00</u>
Custodial fee: <u>\$48 per hour (6 hrs.)</u> per hr. (min 2 hours)	Custodial fee total: <u>\$576.00</u>
Supervisory fee: <u>\$35 per hour</u> per hr. (min 2 hours)	Supervisory fee total: <u>\$630.00</u>
Equipment fee: <u>n/a</u>	Equipment fee total: <u>n/a</u>
Other fees: <u>n/a</u>	Other fees total: <u>n/a</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:** TBD **Deposit:** n/a

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

There will be a custodian and supervisor on campus for your event. Crush Volleyball is responsible for any damage to the property or equipment at Dixie Heights. Cost listed above is for 2 days rental and 2 volleyball nets set up.

**Misc. Considerations:**

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



# CERTIFICATE OF INSURANCE

PRINT DATE: 3/23/2023

CERTIFICATE NUMBER: 20220826925029

**AGENCY:**

Edgewood Partners Insurance Center  
5909 Peachtree Dunwoody Road, Suite 800  
Atlanta, GA 30328  
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**NAMED INSURED:**

USA Volleyball (National Office)      Crush  
4065 Sinton Road                      PO Box 19  
Colorado Springs CO 80907          Burlington KY 41005

**INSURERS AFFORDING COVERAGE:**

INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379

**EVENT INFORMATION:**

USAV Club member Tryout/practice facility (-)

**POLICY/COVERAGE INFORMATION:**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-CO-17-01338534-00	9/1/2022 12:01 AM	9/1/2023 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$4,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				GENERAL AGGREGATE (Policy Cap) \$15,000,000
					EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-CO-17-01338535-00	9/1/2022 12:01 AM	9/1/2023 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE (Applies Per Event) \$3,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

The certificate holder is an additional insured as required by written contract or written agreement as per form CG2026 (04/13): Additional Insured - Designated Person or Organization, but only with respects to USA Volleyball (USAV) and Regional Volleyball Association (RVA) sanctioned events.

No coverage will apply for RVAs and RVA clubs for events conducted in which all participants are not registered with USAV.

The General Liability Policy includes \$2,000,000 Each Occurrence / \$4,000,000 Aggregate of Sexual Abuse and Molestation coverage.

Coverage is available under a Participant Accident policy #HH000539-941 with QBE Insurance Corporation on file with the policyholder - Accident Medical Coverage \$25,000, deductible \$250 - Accidental Death & Dismemberment \$10,000. Policy effective date: September 1, 2022 / Policy expiration date: September 1, 2023.

**CERTIFICATE HOLDER:**

Kenton CO Board of Education -Dixie Heights High School  
5400 Old Taylor Mill Rd  
Taylor Mill KY 51015

**NOTICE OF 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:**