



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

Issue Paper

DATE:

July 19, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with St. Barbara Church and Beechgrove Elementary for use of the school parking lot on September 8 – 10, 2023.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The St. Barbara Church has requested use of Beechgrove Elementary parking lot for overflow parking for their festival.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval to Community Use Facility contract with St. Barbara Church and Beechgrove Elementary for use of the school parking lot on September 8 – 10, 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 **St. Barbara Church** hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): _____ profit organization ☒ non-profit organization/FEIN # **80-0318432**

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: **Parking lot for overflow for our festival depending on the crowd. It may or may not be used.**

at the following times and dates: **9/8 6pm-1am, 9/9 6pm-1am, 9/10 2-8pm** 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) TCL user _____ school representative

Applicable Fees:

Rental fee: _____ per hr. (min 2 hours)	Rental fee total: _____
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: _____ **Deposit:** _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

Misc. Considerations:

Facility Use ContractName of School: Beechgrove ElementarySt. Barbara Church

Name of Renting Organization "User"

Ted Lorenz

Name of "User" Representative (Print)

4042 Turkeyfoot Rd.

Address

Erlanger

City

KY

State

41018

Zip

(859) 371-3100

Phone Number

tlorenz@stbarbaraky.org

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.

Name_____
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 7th day of August, 2023. Contracts for recurring events expire on June 30th of the school year.

Ted Lorenz
Signature of "User" Representative[Signature]
Principal_____
Superintendent/designee

Review/Revised: 7/11/2022

Certificate of Coverage

Date: 6/20/2023

Certificate Holder

The Roman Catholic Diocese of Covington and Most
Reverend John C. Iffert, and His Successors in
Office, Chancery Office
P.O. Box 15550
Covington, KY 41015

This Certificate is issued as a matter of information only and
confers no rights upon the holder of this certificate. This certificate
does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location

ST. BARBARA CHURCH
4042 TURKEYFOOT ROAD
ERLANGER, KY 41018-0000

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability				Each Occurrence	1,000,000
<input checked="" type="checkbox"/> Occurrence	8547	12/31/2022	12/31/2023	General Aggregate	2,000,000
<input type="checkbox"/> Claims Made				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage only extends for claims arising out of St. Barbara Church use of Beechgrove Elementary School's (1029 Bristow Rd, Independence, KY 41051) parking lot for their Church Festival on September 8-10, 2023.

- Holder of Certificate

Additional Protected Person(s)

Kenton County Board of Education

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Michael A. Johnson

0346003185

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 9/8/2023

Cancellation Date of Endorsement: 9/11/2023

Certificate Holder: The Roman Catholic Diocese of Covington and Most Reverend John C. Iffert, and His Successors in Office, Chancery Office
P.O. Box 15550
Covington, KY 41015

Location: ST. BARBARA CHURCH
4042 TURKEYFOOT ROAD
ERLANGER, KY 41018-0000

Certificate No. 8547 of The Catholic Mutual Reief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

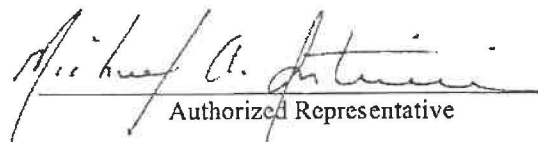
It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
Kenton County Board of Education

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage only extends for claims arising out of St. Barbara Church use of Beechgrove Elementary School's (1029 Bristow Rd, Independence, KY 41051) parking lot for their Church Festival on September 8-10, 2023.


Authorized Representative