



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

# Issue Paper

**DATE:**

September 18, 2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Highlands High School for use of the KCSD Natatorium on various dates during the 2023-24 school year.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The Highlands High School dive team is requesting practice time to use the dive wells during the 2023-24 school year. Times and dates will be coordinated with the KCSD Aquatics Director when pool opens.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval to Community Use Facility contract with Highlands High School for use of the KCSD Natatorium on various dates during the 2023-24 school year.

**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 Highlands HS Dive Team hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): \_\_\_\_\_ profit organization X non-profit organization/FEIN # 61-6001405 -

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: Highlands Dive Team Practice

at the following times and dates: 2023-24 season when the pool opens: Tues 3:15pm-5:15pm; 1 diving board; Weds 7:40-8:40pm 1 diving board 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: _____ <b>\$35 per board</b> per hr.	Rental fee total: _____ <b>TBD</b>
Custodial fee: _____ 0 _____ per hr. (min 2 hours)	Custodial fee total: _____ 0 _____
Supervisory fee: _____ 0 _____ per hr. (min 2 hours)	Supervisory fee total: _____ 0 _____
Equipment fee: _____ 0 _____	Equipment fee total: _____ 0 _____
Other fees: _____ 0 _____	Other fees total: _____ 0 _____

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:** \_\_\_\_\_

**Checks are payable to Kenton County Board of Education**

**Supervision/Custodial Support Details:** \_\_\_\_\_ **Supervision and lifeguard will be provided by Aquatics Staff**

**Misc. Considerations:** \_\_\_\_\_ **Contract is written for practice use only. A meet is not permitted without prior approval and additional contract approval to include pool rental fees for a meet. Any breach of this contract could result in cancellation of the contract and/or denial of future contracts. Designated coach must be on deck with athletes at all times, and are responsible for their athletes. Only the diving area is to be utilized during scheduled practice time.**

**Facility Use Contract**

Name of School: Scott H.S. Highlands High School  
Name of Renting Organization "User"

Jerry Wissman

Name of "User" Representative (Print)

28 N. Fort Thomas Avenue

Address

<u>Fort Thomas</u>	<u>KY</u>	<u>41075</u>
City	State	Zip

( 859 ) 781-3333

Phone Number

jerry.wissman@fortthomas.kyschools.us

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.

Joey Svatba

Name

28 N. Fort Thomas

Address

859.816.6421

Telephone Number

joeysvatba@gmail.com

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 2<sup>ND</sup> day of October, 20 23. Contracts for recurring events expire on June 30<sup>th</sup> of the school year.

Jerry Wissman  
Signature of "User" Representative

[Signature]  
Principal

\_\_\_\_\_  
Superintendent/designee

Review/Revised: 8/7/2023



FORTTHO-01

LBAKER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2023

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).

<b>PRODUCER</b> AssuredPartners-Bellevue/Maysville 179 Fairfield Avenue Bellevue, KY 41073	<b>CONTACT NAME:</b> Karen McIntosh		
	<b>PHONE (A/C, No, Ext):</b> (859) 581-2088	<b>FAX (A/C, No):</b> (859) 581-1008	
	<b>E-MAIL ADDRESS:</b> certificate@crawfordins.com		
<b>INSURED</b>  Fort Thomas Independent 28 North Ft. Thomas Ave Ft. Thomas, KY 41075	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Liberty Insurance Corporation		42404
	<b>INSURER B:</b> Liberty Mutual Fire Insurance Co		23035
	<b>INSURER C:</b> ClearPath Mutual		16273
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		TB7-Z51-293204-023	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-Z51-293204-013	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			TH7-Z51-293204-073	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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	N/A	WC100-0177310-2023A	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
B	School Leaders E&O			R62-Z51-293204-033	7/1/2023	7/1/2024	Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Kenton County School District is named as Additional Insured in regards to General Liability as per written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Kenton County School District  
1055 Eaton Drive  
Ft Wright, KY 41017

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