



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

# Issue Paper

**DATE:**

September 15, 2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Notre Dame Academy and Covington Catholic High School for use of the KCS D Natatorium on various dates during 2023-24 school year.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

Notre Dame Academy and Covington Catholic High School dive teams are requesting practice time to use the dive wells during the 2023-24 school year. Times and dates will be coordinated with the KCS D Aquatics Director when pool opens.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval to Community Use Facility contract with Notre Dame Academy and Covington Catholic High School for use of the KCS D Natatorium on various dates during 2023-24 school year.

**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, appearing to read "Katie Haug", written over a horizontal line.

District Administrator

A handwritten signature in blue ink, appearing to read "J. [unclear]", 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 **Katie McGonigal Notre Dame Academy/Covington Catholic 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 # F-000008846

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: **NDA/Cov Cath Dive Practice**

at the following times and dates: **2023-24 season when the pool opens**; 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) SC user SA school representative

**Applicable Fees:**

Rental fee: <u>\$35 per board</u> per hr.	Rental fee total: <u>TBD</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:** 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 HSNotre Dame / CovCath  
Name of Renting Organization "User"**Katie McGonigal**

Name of "User" Representative (Print)

1699 Hilton Dr.

Address

Park HillsKY41011

City

State

Zip

(859) 2921892

Phone Number

Mcgonicalk@ndapandas.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.

Janet Carl

Name

1699 Hilton Dr. Park Hills, KY 41011

Address

859-292-1298

Telephone Number

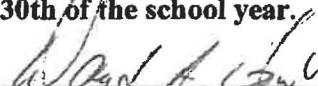
carlj@ndapandas.org

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

Janet Carl

Signature of "User" Representative



Principal

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

Review/Revised: 8/7/2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/13/2023

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> Artex Risk Solutions, Inc. (CB) 2850 Golf Road, 5th Floor Rolling Meadows IL 60008-4050	<b>CONTACT NAME:</b> Christian Brothers Services	<b>FAX</b> (A/C, No): 630-378-2508	
	<b>PHONE</b> (A/C, No, Ext): 800-807-0300	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Brothers of the Christian Schools & Affiliates Loc #1186048 NOTRE DAME ACADEMY 1205 Windham Parkway Romeoville IL 60446-1679	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Old Republic Union Insurance Company		31143
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

## COVERAGES

CERTIFICATE NUMBER: 2093227008

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 type="checkbox"/> LOC OTHER:	Y	N	822300 1325596	6/15/2023	6/15/2024	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ No Agg. PRODUCTS - COMP/OP AGG \$ Included \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input 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						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The certificate holder is added as an additional insured under the General Liability per prior written contract and Primary Non-Contributory coverage is also provided under the Primary General Liability per prior written contract per the attached endorsement. Coverage is solely, strictly, and specifically with regards to:

NDA/Cov Cath Dive Practice use of pool within facilities, per dates and times agreed upon

## CERTIFICATE HOLDER

Kenton County Board of Education 1055 Eaton Drive Ft Wright KY 41011	<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.  <b>AUTHORIZED REPRESENTATIVE</b> 
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