

Issue Paper

DATE:

January 22, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Van Chin – Zion Chin Baptist Church for use of River Ridge Elementary on February 17, 2024.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Zion Chin Baptist Church would like to use River Ridge Elementary to celebrate Chin National Day. River Ridge is home to many Chin families and would like to support the annual celebration with their culture.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval to Community Use Facility contract with Van Chin – Zion Chin Baptist Church for use of River Ridge Elementary on February 17, 2024.

CONTACT PERSON:

Matt Wilhoite

Principal/Administrator

District Administrator

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
hereinafter referred to as "user" of the school facilities hereinafter
described. The user is a: (Check One): profit organization X non-profit organization/FEIN
47 - 3481490
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: use of aumasium a care of restrooms
bii Gumasium
at the following times and dates: 2-17-24 2 pm - 11 pm 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.

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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

(Please initial) VC user KM school representative

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.

Rental fee: 350 00 per hr. (min 2 hours) Rental fee total: 350 00 Custodial fee: 40 25 per hr. (min 2 hours) Custodial fee total: 720 00 Supervisory fee: per hr. (min 2 hours) Supervisory fee total: Equipment fee: Equipment fee total: 00 00 Other fees: Other fees total fees to be paid as security deposit at contract signing; remainder to be paid within two (2 weeks after contracted event. Total Fees: 1070 00 Deposit: 535 00 Checks are payable to Kenton County Board of Education				
Custodial fee: 40	Applicable Fees:			
Custodial fee: 40	Rental fee: 350,00	per hr. (min 2 hours)	Rer	ntal fee total: 350,00
Equipment fee: Equipment fee total: Other fees: Other fees total: 1070,00 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: 1070,00 Deposit: 535,00 Checks are payable to Kenton County Board of Education Supervision/Custodial Support Details:	Custodial fee: 48°×15	per hr. (min 2 hours)	Cus	stodial fee total: 720.00
Other fees: Other fees total: 1070,00 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: 1070,00 Deposit: 535,00 Checks are payable to Kenton County Board of Education Supervision/Custodial Support Details:	Supervisory fee:	per hr. (min 2 hours)	Sup	pervisory fee total:
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Weeks after contracted event. Total Fees: 1070.00 Deposit: 535.00 Checks are payable to Kenton County Board of Education Supervision/Custodial Support Details:	Other fees:		Oth	er fees total: 1070,00
Checks are payable to Kenton County Board of Education Supervision/Custodial Support Details:	50% of total fees to be paid as sweeks after contracted event.			
Supervision/Custodial Support Details:	Total Fees: 1070.00	Dеро	sit: _	535,00
1 custodian 12-11	Checks are payable to Kenton	County Board of Educa	tion	
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Misc. Considerations:

Review/Revised:8/7/2023

Facility Use Contract

Name of School: KIVER RIAGE THEMEN TUN	Tame of Renting Organization User
. J	
	Name of "User" Representative (Print)
	2.13 Main St
	Address
	City State Zip
	513, 449 7260 Phone Number
	Vanthuam D Vahoo COM E-Mail Address
If responsible individual is other than then the "Us please identify that individual. Responsible individual Name	
Address	
Telephone Number	
E-Mail Address	
IN WITNESS WHEREOF the Principal and the Sup Board of Education and the user hereunto set their ha 20 24 . Contracts for recurring events expire on	ands this 5th day of February,
VanNingli	Tatal Ellald
Signature of "User" Representative	Principal
Superintenden	t/designee



CERTIFICATE OF LIABILITY INSURANCE

Phone: (859)341-5260 DATE (MM/DD/YYYY)

12/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE IS ISSUED AS A MIATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS GFON 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.

_	his certificate does not confer rights	to the ce	nuncate noiger in lieu c	CONTA	ACT					
Garner Insurance Agency LLC 7430 US 42, Suite 207					NAME: JIM GARNER, CPCU					
					[A/C, No, Ext): (809)203-0101 [A/C, No): (809)203-1					
	Florence, KY 41042			ADDRE	ESS: Jung	garner-ins.c				
	1 10101100, 111 41042						RDING COVERAGE		NAIC #	
				INSUR	INSURER A: Southern Mutual Church Insurance Company					
NSL	JRED			INSUR	INSURER B:					
	Zion Chin Baptist Church	n, Inc.		INSUR	INSURER C:					
	213 Main Street			INSUR	INSURER D:					
	Florence, KY 41042			INSUR	INSURER E :					
				INSUR	ERF:					
CO	VERAGES CER	RTIFICAT	TE NUMBER: 0000131	2-125990			REVISION NUM	BER: 1		
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SR	TYPE OF INSURANCE	INSO WY		2	POLICY EFF (MM/DD/YYYY)	POLICY EXP		LIMITS		
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							PERSONAL & ADV I		1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGA		2,000,000	
	X POLICY PRO-									
							PRODUCTS - COMPA	OP AGG \$	1,000,000	
	OTHER: AUTOMOBILE LIABILITY				t .		COMBINED SINGLE			
	ANY AUTO						(Ea accident) BODILY INJURY (Per			
-	OWNED SCHEDULED						· · · · · · · · · · · · · · · · · · ·			
	AUTOS ONLY AUTOS NON-OWNED						BODILY INJURY (Per PROPERTY DAMAGE			
	AUTOS ONLY AUTOS ONLY						(Per accident)	,		
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	DED RETENTIONS							\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						STATUTE	OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	T\$		
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	11.0					E.L. DISEASE - EA EI	MPLOYEE \$		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLIC	CY LIMIT S		
		i								
	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE OF RIVER RIDGE Elementary on Fig.			edule, may b	e attached if mor	e space is requin	ed)			
EF	RTIFICATE HOLDER			CANC	ELLATION					
Kenton County Board of Education c/o River Ridge Elementary 227 Amsterdam Road			cation	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	Villa Hills, KY 41017			AUTHO	© 1988-2015 ACORD CORPORATION. All rights reserved.					