



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

# Issue Paper

**DATE:**

February 19, 2024

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Kellie Ponchak – Legacy Elite Basketball for use of the Summit View Academy gymnasium on various dates in 2024 during non-school hours.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

Legacy Elite is a local 9U AAU girls basketball group that wants to practice at Summit View Academy. Times and dates have been coordinated with the Athletic Director.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval to Community Use Facility contract with Kellie Ponchak – Legacy Elite Basketball for use of the Summit View Academy gymnasium on various dates in 2024 during non-school hours.

**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 Kellie Ponchak - AAU hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): \_\_\_\_\_ profit organization ☒ non-profit organization/FEIN # \_\_\_\_\_

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: Summit View Academy gymnasium

at the following times and dates: M-F 6-8:30 pm March - May 2024 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) KP user KP 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 Contract**

Name of School: Summit View Academy Kellie Pondhak  
Name of Renting Organization "User"

Name of "User" Representative (Print)

1685 Bingham Cir  
Address

Hebron Ky 41048  
City State Zip

(859) 229-4396  
Phone Number

Kellie.pondhak@kenton.ky.schools.us  
E-Mail Address

If responsible individual is other than 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

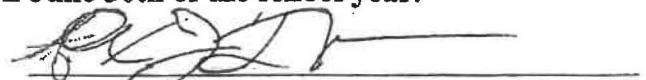
\_\_\_\_\_  
Address

\_\_\_\_\_  
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 4<sup>th</sup> day of March, 2024. Contracts for recurring events expire on June 30th of the school year.

  
Signature of "User" Representative

  
Principal

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

Review/Revised: 8/7/2023



**VERIFICATION OF INSURANCE  
FOR THE AMATEUR ATHLETIC UNION OF THE U.S., INC. AND ITS MEMBER CLUBS**

**GENERAL INFORMATION**

This document verifies insurance coverage for the Amateur Athletic Union of the United States, Inc. Member clubs have coverage as shown below from the date of enrollment and acceptance in the AAU. Expiration date is August 31st annually.

**COVERAGE DATES:**

02/15/2024 - 8/31/2024

This verification is issued as a matter of information only and confers no rights. This verification does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This verification of insurance does not constitute a contract between the issuing insurer (s), authorized representative or producer.

<b>PRODUCER</b> Foy Insurance 64 Portsmouth Ave PO Box 1030 Exeter, NH 03833-1030	<b>INSURED</b> Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 1000022409 Lake Buena Vista, FL 32830-1000 (407) 934-7200	<b>MEMBER CLUB INSURED</b> <b>CLUB CODE:</b> <b>W3CEE8</b> Legacy elite 9 HIGH SCHOOL CT. 1 WALTON, KY 41094 Enrollment Date: 2/15/2024 12:50:00PM
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**INSURER(S) AFFORDING COVERAGE**

Company A United State Fire Insurance Company NAIC # 21113

Company B Everest National Insurance Company NAIC # 10120

\*For box below, INSR LTR refers to Company A or B.

**COVERAGES:** This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies). Limits shown may have been reduced by paid claims.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	US1182724	9/01/2023 12:01 AM	9/1/2024 12:01 AM	Accident Medical Accidental Death and Dismemberment	100,000 20,000
B	Excess Liability	SBEX00142-231	9/01/2023 12:01 AM	9/1/2024 12:01 AM	Each Occurrence Policy Aggregate	5,000,000 5,000,000
B	General Liability	SBML00176-231	9/01/2023 12:01 AM	9/1/2024 12:01 AM	Each Occurrence Limit General Aggregate Limit Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Aggregate Fire Damage to premises Rented to Policy Aggregate Cap Medical Expenses Limit (Any One Person) Sexual Abuse Liability Sexual Abuse Aggregate	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 25,000,000 5,000 1,000,000 3,000,000

**ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS**

For said club to have coverage, all membership requirements in the AAU must be met.

For said club to have Extended Coverage (AB) program, all membership requirements in the AAU AB program must be met.

**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. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives.

**REVOCAION OF MEMBERSHIP** - will result in cancellation of coverage.



Authorized Representative

Verification No.    W3CEE8

InfoSpecimenCertCluborg

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