

Issue Paper

DATE: May 17, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Jonathan Nelson Basketball Team 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:

The Jonathan Nelson Basketball Team is a local youth AAU team that is requesting practice time at the Summit View Academy gymnasium. Dates and times will be coordinated with the Athletic Director.

FISCAL/BUDGETARY IMPACT: None

<u>RECOMMENDATION</u>:

Approval to Community Use Facility contract with Jonathan Nelson Basketball Team for use of the Summit View Academy gymnasium on various dates in 2024 during non-school hours.

<u>CONTACT PERSON</u>: Matt Wilhoite

District Administrator

Superintendent

Murelotte

Principal/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.

SCHOOL FACILITIES

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 / _____ non-profit organization/FEIN #

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: $(\pi_1 m_2) - (h_1 + h_2) + h_3 + h_4 + h_4$

at the following times and dates: <u>Tuesday</u> Thusday <u>7:00-9:00</u> 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.

SCHOOL FACILITIES

05.3 AP.1 (CONTINUED)

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

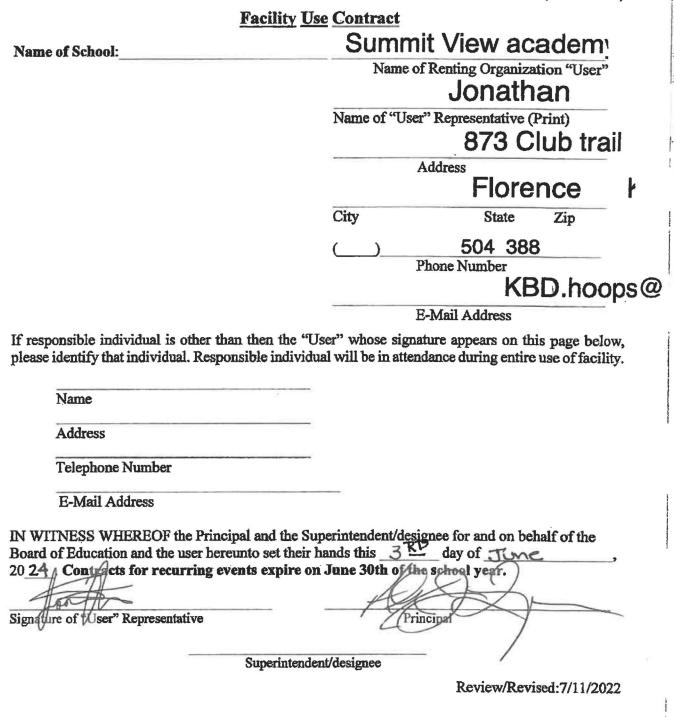
A copy of the liability policy or declaration of coverage page must be attached to this contract.

12. An orientation has been	en provided.											
(Please initial) user t 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 so weeks after contracted event.	ecurity deposit at contract	signing, remainder to be paid within two (2)										
Total Fees:	Total Fees: Deposit:											
Checks are payable to Kenton	County Board of Educa	tion										
Supervision/Custodial Support Details:												
Misc. Considerations:												

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SCHOOL FACILITIES

05.3 AP.1 (CONTINUED)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MIMOD/YYYY)

	~								1	05/01/2024
CI	IS CERTIFICATE IS ISSUED AS A I ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INSU EPRESENTATIVE OR PRODUCER, A	JRAN	CE D	NEGATIVELY AMEND, E OES NOT CONSTITUTE	XTEND	OR ALTER	THE COVER	AGE AFFORDED BY TH	IE P	OLICIES
IM If s	PORTANT: If the certificate holder SUBROGATION IS WAIVED, subject is certificate does not confer rights	is an t to th	ADD e ter	ITIONAL INSURED, the j ms and conditions of the	a policy	, certain pol	icles may re-			
					CONTA NAME:		s Jim		-	
Greater Cincinnati Insurance Services LLC					PHOME FAX					
	417 Anderson Ferry Rd,	Ste	3		E-MAIL					
Cincinnati, OH 45238 License #: 813789					ADDRESS: eness@gc-insurance.com					NAIC #
					INSURERA: Mount Vernon Fire Insurance Company					Smith B.
INSURED						INSURER 8 :				
	KBD BASKETBALL				INSURER C : INSURER D :					
	873 F CLUB TRAIL DR									
	FLORENCE, KY 41042				INSURE					
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COV	ERAGES CEF	TIFI	CATE	NUMBER: 00004108-	21264			REVISION NUMBER:	1	
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LTR	TYPE OF INSURANCE		WYD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	13	
A	X COMMERCIAL GENERAL LIABILITY			NPP2587465		08/24/2023	08/24/2024	EACH OCCURRENCE DAMAGE TO RENTED	8	1,000,000
-	CLAIMS-MADE OCCUR							PREMISES (Ea occurrence)	\$	100,000
-					- 1			MED EXP (Any one person)	\$	5,000
-								PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIÉS PER: X POLICY PRO- JECT LOC							GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$	INCLUDED
								PRODUCTS - COMP/OP AGG	5	INCLUDED
	OTHER: AUTOMOBILE LIABILITY	1						COMBINED SINGLE LIMIT	\$	
F	ANY AUTO							(Es acoident) BODILY INJURY (Per person)	s	
	OWNED SCHEDULED							SODILY INJURY (Per accident)	5	
	AUTOS ONLY AUTOS HIRED NON-OWNED							PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
-	UMBRELLA LIAB OCCUR	-						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
-	DED RETENTION \$	1						AGONEGATE	3 5	
	VORKERS COMPENSATION	-						PER OTH-	*	
	ND EMPLOYERS' LIABILITY							ELL EACH ACCIDENT	\$	
0	HERICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE		
ÌF	yes, describe under	1						E.L. DISEASE - POLICY LIMIT		
	ESCRIPTION OF OPERATIONS below	-						E.L. DISEASE - POLICY LIMIT	9	
DFerr	PTION OF OPERATIONS / LOCATIONS / VEHICL	EE /A	COPR	404 Additional Damades Bakada	10 mar-1-	attached if men	eners le result			
								-		
CERT	IFICATE HOLDER				CANC	ELLATION			-	
Summit View Academy 5006 Madison Pike				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
INDEPENDENCE, KY 41051					AUTHORIZED REPRESENTATIVE (ETJ)					
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