

# **Issue Paper**

### DATE:

10/15/24

#### **AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Sara Piepho/Piepho Enterprise for use of the Ryland Elementary gymnasium on various days during non-school hours for the 2024-25 school year.

## **APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

#### **HISTORY/BACKGROUND:**

The Piepho Enterprise is a local AAU basketball organization that is requesting to practice at Ryland Elementary School.

#### FISCAL/BUDGETARY IMPACT:

None

#### **RECOMMENDATION:**

Approve Community Use Facility contract with Sara Piepho/Piepho Enterprise for use of the Ryland Elementary gymnasium on various dates during non-school hours during 2024-25 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
Sara Plento hereinafter referred to as "user" of the school facilities hereinafter
described. The user is a: (Check One): profit organization non-profit organization/FEIN # 46339877/
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: Gymnasium on Tuesdays & Thursdays
at the following times and dates: During 2024-25 school year 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.
- 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.
- 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

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me of School: Myland Heights	Name of	Renting Organi	zation "User"			
	San	San Darka				
	Name of "User"	Representative	(Print)			
	10641 Tr	wine To				
		Address				
	Α.					
	Aurora	N	4 1001			
	City	State	Zip			
	\	(53) 578-5703				
	Ph	Phone Number				
	Spie	no13@gm	all.com			
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Review/Revised:7/11/2022

# PRACTICE THIRD PARTY CERTIFICATE OF INSURANCE AMATEUR ATHLETIC UNION OF THE U.S., INC.

CERTIFICATE HOLDER Kenton County Board of Education

1055 Eaton Dr.

Fort Wright, KY 47017

COVERAGE DATES:

09/10/2024 - 8/31/2025

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.

PRODUCER
Foy Insurance

64 Portsmouth Ave.

PO Box 1030

INSURED

Amateur Athletic Union of the U.S., Inc.

Walt Disney World Resort

P.O. Box 22409

Exeter, NH 03833-1030 Lake Buena Vista, FL 32830-1000

(407) 934-7200

MEMBER CLUB INSURED CERTIFICATE ID: 5KOHYT95

CLUB CODE: W3E3B5

No Limits

10641 Trevor Dr

Aurora, IN 47001

#### INSURER(S) AFFORDING COVERAGE.

Company A United State Fire Insurance Company NAIC# 21113

Company B Everest National Insurance Company NAIC #10120

Company C HDI Global Specialty SE NAIC# AA-1340041

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

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	PÓLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	US1182730	9/01/2024 12:01 AM.	9/01/2025 12-01 A.M.	Accident Medical Accidental Death and Dismemberment	100,000 20,000
В	Excess Liability	Si8EX00142-241	9/01/2024 12:01 AM.	9/01/2025 12:01 AM.	Each Occurrence Policy Aggregate	3,000,000 3,000,000
С	Excess Liability	18HX3007	9/01/2024 12:01 AM.	9/01/2025 12:01 AM.	Each Occurrence Policy Aggregate	2,000,000 2,000,000
В	General Liability	SI8ML00176-241	9/01/2024 12:01 AM.	9/01/2025 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 You 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 5,000 1,000,000 3,000,000

#### ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS

Coverage applies to No Limits, License # 5KOHYT95 Practice, No Limits from

09/10/2024 through 08/31/2025, for the gross negligence and/or liabilities of the AAU Club(s) or registered members.

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

Primary non-contributory applies as per attached endorsement ECG 24 520 04 02.

Waiver of Transfer of Rights of Recovery Against Other to Us applies per attached Endorsement ECG 24 522 04 02.

The Certificate holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and limitations of the policy(ies), attached CG 20 11 04 13 applies.

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.

REVOCATION OF MEMBERSHIP - will result in cancellation of coverage.

#### FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE.

Go to www.aausports.org , Membership, Insurance, Issued Third Party Certificates, Insert member club code

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3

Certificate No. 20251214