

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

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY

41017

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WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

September 3, 2020

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract for The Brook Hospital at Scott High School.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Brook Hospital's goal is to facilitate the provision of mental health, substance abuse, and crisis assessments to students who are referred by the Kenton County School District or its agents and qualify for services. They will provide services for students in the school setting or other public locations and consult and collaborate with school staff to provide supports for students

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

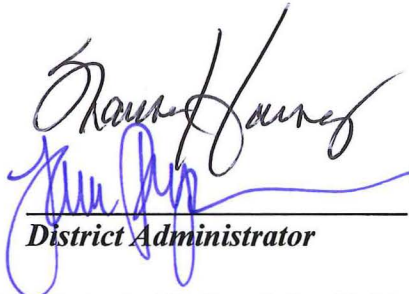
Approval of Community Use Facility contract for Brook Hospital at Scott High School.

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.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."

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 The Brook Hospital - KMI 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: use space at Scott High School to provide an

Adolescent Intensive Outpatient Program
at the following times and dates: Monday, Tuesday, Thursday 3³⁰-6³⁰ 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. User is responsible for the conduct of its participants or guests.
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 provided.

(Please initial) _____ user _____ school representative

Applicable Fees:

N/A

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:

SCHOOL FACILITIES

05.3 AP.1
(CONTINUED)

Facility Use Contract

Name of School: _____ The Brook Hospital - KMI
Name of Renting Organization "User"
Paul Andrews, CEO
Name of "User" Representative (Print)
8521 Lagrange Rd.
Address
Louisville KY 40242
City State Zip
(502) 814-3539
Phone Number
paul.andrews@uhsinc.com
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.

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 _____ day of _____, 20____. Contracts for recurring events expire on June 30th of the school year.


Signature of "User" Representative

Principal

Superintendent/designee

Review/Revised: 8/5/2019



The Kenton County School District

Agreement: *The Brook Hospital*

2020-2021

The Collaborative Service Agreement between the staff of Kenton County School District and *The Brook Hospital* will have the following components:

1. The goal is to facilitate the provision of **mental health, substance abuse, and crisis assessments** to students who are referred by the Kenton County School District or its agents and qualify for services.
2. **The Brook Hospital** will provide services for students in the school setting or other public location and consult and collaborate with school staff to provide supports for students.
3. **The Brook Hospital** will insure compliance with all existing federal, state, and local laws and regulations governing the scope of practice of their services and abide by Family Educational Rights and Privacy Act (FERPA).
4. **The Brook Hospital** will maintain appropriate professional and liability insurance. To the extent not covered and paid by insurance, **The Brook Hospital** agrees that he/she will be responsible for any claims, losses, liability, demands and damages, and agrees to hold harmless and/or indemnify from any loss, damage, claim or expense incurred by the KCS D based solely on negligence, errors, or omissions by related to the performance of services conducted by **The Brook Hospital** pursuant to this agreement.
5. **The Brook Hospital** will provide a list of personnel and their role, who will be working in the Kenton County School District, by the first day of school and updated if changes are made during the term of the agreement.
6. **The Brook Hospital** will comply with state regulations which may include background checks, fingerprinting, child abuse and neglect check, etc as required by the Kenton County School District for outside providers working with students in the Kenton County School District. (REG 160.151)
7. **The Brook Hospital** will collaborate with the district liaison when appropriate.
8. During the term of this agreement, the Kenton County School District agrees to:
 - provide a safe environment, space, and reasonable accommodations to allow the provision of services during the school day and in the school buildings.
 - Refer students for services using the **The Brook Hospital** referral process.
 - Comply with FERPA standards.
 - Provide a district liaison for questions and concerns.
10. The Kenton County School District is not responsible for payment for services provided by **The Brook Hospital**.
11. The terms of this agreement are valid for one calendar year. It is contingent on approval from the Kenton County Board of Education.
12. The Kenton County Board of Education reserves the right to terminate the agreement at any time, without cause.

Mary Beth Huss, Director of Reducing Barriers to Learning
Kenton County School District

Date

The Brook Hospital

5/19/20
Date

Date approved by KCS D Board of Education: _____