

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

Issue Paper

DATE:

February 18, 2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Boone County Water Rescue for use of Scott High School Pool.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Boone County Water Rescue is a division of Boone County Emergency Management and is available 24/7 to all governmental agencies. The group consists of volunteers who need training for water rescue activity.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

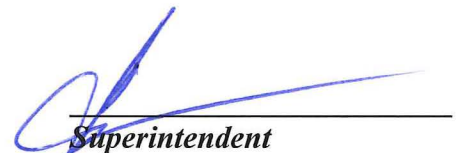
Approval to Community Use Facility contract with Boone County Water Rescue and Scott High School for use of pool.

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 **Boone County Water Rescue** hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): _____ profit organization X 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: **Scott High School Pool** at the following times and dates:

 Sunday March 28, 2021; 1:00-4:00pm 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.

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 SA school representative

Applicable Fees:

Rental fee: _____ 0 _____ per hr. (min 2 hours) Rental fee total: _____ 0 _____

Custodial fee: _____ 0 _____ per hr. (min 2 hours) Custodial fee total: _____ 0 _____

Supervisory fee: \$35 per hr. (min 2 hours) Supervisory fee total: \$105

Equipment fee: _____ 0 _____ Equipment fee total: _____ 0 _____

Other fees: _____ 0 _____ Other fees total: _____ 0 _____

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: \$105 Deposit: _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details: Supervision and pool/deck sanitization will be provided by the Kenton County Aquatics Coordinator.

Misc. Considerations: Custodial fees are subject to be added should a need arise requiring custodial services. All COVID Guidelines and Protocols will be followed.

Facility Use ContractName of School: Scott High SchoolBoone County Water Rescue

Name of Renting Organization "User"

Name of "User" Representative (Print)_____
Address_____
City State Zip(____) _____
Phone Number_____
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

2020-21 Guidelines

Scott High School Natatorium

Social Distancing/Masks/Temperatures

- Temperatures must be taken of all guest upon arrival
- Any temperature above 100.4 is not permitted to participate
- Any participant who is not feeling well, or has been around someone who has tested positive or has not been feeling well should be discouraged from participating
- Social distancing must be maintained on deck at all times
- Masks are mandatory by all participants upon entering and exiting the building
- Masks are mandatory for all participants until they are prepared to enter the water; and must be worn immediately upon exiting the water, before any movement or during on deck training
- Instructors must wear masks at all times on deck, regardless of social distancing
- Bleachers and chairs are marked appropriately for social distancing and participants must adhere to these guidelines at all times

Restrooms/Locker Rooms/Water Fountains:

- No locker rooms will be available
- Restrooms should not be utilized for changing
- Participants are expected to maintain social distancing guidelines at all times
- Instructors should assure that the capacity of the restroom is not exceeded to maintain social distancing guidelines; Masks must be worn if the participant is not in the water
- Water fountains will not be available. Coaches should encourage all participants to supply their own water/sports drinks & snacks for the duration of their activity

Sanitizing:

- Virex is available and should be used on all equipment used during the event
- Hand sanitizer/Hand washing is encouraged upon entering and exiting the pool area
- Gloves are available
- A final sanitizing regime will be performed by the custodian/supervisor at the conclusion of the event

Deck Capacity

- Deck capacity is not to exceed 49 persons
- Social distancing on deck is required at all times
- Bleachers and benches are properly marked for social distancing
- Registered participants/instructors are essential on deck.
- Spectators and non-essential persons are not permitted on deck or within the building
- A list of attendees must be provided to the Aquatics Coordinator for check in, temperature check
- All participants must complete a Covid-19 event screening form which will be provided

I have read the Kenton County Schools Aquatics Covid-19 Guidelines and agree to adhere to these guidelines. I understand that if my event is not following the guidelines as written, that I will be asked to comply, and could be asked to leave the premises if a violation continues to occur.

Name/Organization

Date