

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

Issue Paper

DATE:

May 19, 2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Caywood Elementary and Upspring 360.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

Upspring 360 Summer Program is an educational and enrichment-based program for local at risk students. Program will focus on literacy, math, and engage in fitness activities.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval to Community Use Facility with Caywood Elementary and Upspring 360.

CONTACT PERSON:

Matt Wilhoite

M Wilhoite
Principal/Administrator

Sharon Harvey
District Administrator

[Signature]
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

FACILITY USE CONTRACT

This agreement made by and between the Kenton County Board of Education,
Karen Hendrix acting as school representative or Superintendent/designee (Circle one)
authorized so to act by direction of the Board of Education and Upspring

hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One):

____ profit organization ☒ non-profit organization/FEIN # 31-1628027

Category of user (1-5) 3 (Final determination of category is made by Superintendent/designee).

WITNESSETH:

The school designee does hereby agree to permit user to utilize certain school facilities more
particularly described as follows: Upspring 360 Summer Program

at the following times and dates: June 7th - July 16th

subject to the following terms and conditions:

1. 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.

2. The use of these school facilities shall be in compliance with all laws and regulations and the terms and conditions of the Kenton County Board of Education policies, specifically including Board Policy 05.3, the terms of which are incorporated herein by reference.
3. 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.
4. User is responsible for the conduct of its participants or guests.
5. There shall be no transfer or assignment of this agreement, nor any profit making or commercial venture subject to this use.
6. 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.
7. 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.**
8. 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.
9. 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.
10. 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
 \$5,000 medical expense per person and does not exclude participants in the lessee's activities
 The Kenton County Board of Education is noted as additional insured

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

11. An orientation has been provided.

(Please initial) MS user

KN school representative

Applicable Fees:

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

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: _____

* If supervisory/custodial fees apply, they must be paid as a security deposit at the time of contract signing.

Total Fees: 0

Checks are payable to Kenton County Board of Education

Supervision / Custodial Support Details:

N/A

Misc. Considerations:

N/A

Facility Use Contract

Name of School: Caywood Elementary Upspring 360
Name of Renting Organization "User"

Maurice Stewart
Name of "User" Representative (Print)

PO Box 23300
Address

Cincinnati OH 45223
City State Zip

(513) 389-0805
Phone Number

maurice@upspring.org
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.

Olivia Jester (Camp Director)
Name

PO Box 23300 Cincinnati, OH 45223
Address

(513) 257-8188
Telephone Number

olivia@Upspring.org
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2021

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dempsey & Siders Agency Inc. 4901 Hunt Road, Suite 101 Cincinnati OH 45242		CONTACT NAME: Lisa Ernst PHONE (A/C, No, Ext): (513) 936-4110 FAX (A/C, No): (513) 891-4281 E-MAIL ADDRESS: lernst@dsins.com	
INSURED Upspring P.O. Box 2300 Cincinnati OH 45223		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES

CERTIFICATE NUMBER: 21-22 GL/D&O

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2270666	05/30/2021	05/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers Liability Claims Made Basis Retro Date 5/30/09			PHSD1630860	05/30/2021	05/30/2022	Limit \$1,000,000 Aggregate \$1,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: "Summer Camp"

Kenton County Board of Education is named as an additional insured for general liability in regards to the above referenced event, per policy form PI-GLD-HS(10/11) - General Liability Deluxe Endorsement - Additional Insureds. ATIMA

CERTIFICATE HOLDER

CANCELLATION

Kenton County Board of Education 1055 Eaton Drive Fort Wright KY 41017	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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