



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

Issue Paper

DATE:

February 22, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with the Boy Scouts of America – Dan Beard Council for use of Scott High School cafeteria and classrooms on March 12 and 26, 2022.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Boy Scout's Mission Statement is to prepare young people to make ethical and moral choices over their lifetime by instilling in them values of Scout Oath and Law.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval to Community Use Facility contract with Boy Scouts of America – Dan Beard Council for use of Scott High School cafeteria and classrooms on March 12 and 26, 2022.

CONTACT PERSON:

Matt Wilhoite

M Wilhoite
Principal/Administrator

[Signature]
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.

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 BSA Den Board Council hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): profit organization non-profit organization/FEIN # 31-0536451

Category of user (1-5) 4 (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: Classrooms & Conference

at the following times and dates: 3-12, 9, 3-26 Fri 7-4 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.

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) MS user CR 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: _____

Please see attached sheet

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:

Custodians will cover Supervision

Misc. Considerations:

Custodial coverage is an estimation. School has to be cleaned and return to school from before they are done

Facility Use Contract

Name of School: Scott BSA Dan Beard Council
Name of Renting Organization "User"

Michael Kostic
Name of "User" Representative (Print)

10078 Reading Rd
Address

Cincinnati, OH 45241
City State Zip

(513) 577-7700
Phone Number

michael.kostic@scouting.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.

Darrell Bitler

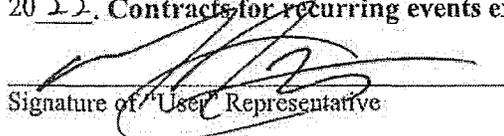
Name
75 Spiral Dr, Florence, KY 41042

Address
(502) 514-8264

Telephone Number
dntbitler@yahoo.com

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 7th day of February, 2022. ~~Contracts for recurring events~~ expire on June 30th of the school year.


Signature of "User" Representative

Principal

Superintendent/designee

Review/Revised:8/5/2019

Boy Scouts of America Rental Applicable Fees

Cafeteria \$20 per hour for 7 hours \$140 per day

Classrooms \$10 per hour for 7 hours \$70 per day

Custodial Fee \$48 per hour for 9 hours x2 \$864 per day

May change based on clean up time. All areas of the school that is used will have to be cleaned and sanitized after use*

Cafeteria Supervision Fee \$125 per day

Total per Day \$1199

Two Day Total \$2398 ***This is an estimate. Clean up time may change this cost****

User Initials: _____

School Representative Initials: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2022

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 Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	CONTACT NAME: Laura Craig PHONE (A/C, No, Ext): 972-770-1402 E-MAIL ADDRESS: laura.craig@marshmma.com	FAX (A/C, No): 972-770-1699
	INSURER(S) AFFORDING COVERAGE	
INSURED Boy Scouts of America, National Council and all of it's affiliates and subsidiaries Dan Beard Council	INSURER A: Evanston Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

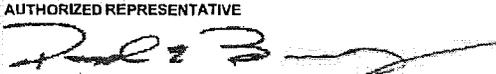
COVERAGES **CERTIFICATE NUMBER:** 430155702 **REVISION NUMBER:**

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MKL4V4PBC001681	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named as an additional insured by virtue of a written or oral contract or by the issuance/existence of a permit or certificate of insurance but only with respect to operations by or on behalf of the Insured, or to facilities of, or facilities used by the Insured and then only of the limits of liability specified in such contract for the event specified. Primary and Non-Contributory applies as required by written contract or agreement. Waiver of Subrogation applies when required by written contract or agreement. Sexual Molestation coverage is incorporated in the policy and addressed by endorsement and is subject to the policy period, terms, limits and conditions of the policy. Certificate holders include directors, officers, agents, owners, volunteers, mortgagees and landlords as required by written contract or agreement.

For: All Official Scout Activities

CERTIFICATE HOLDER Kenton County Schools 1055 Eaton Drive Ft. Wright, KY 41017	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. AUTHORIZED REPRESENTATIVE 
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