

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

Issue Paper

DATE:

8/26/2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility Contract for The Brook Hospital with Scott High School during 2022-2023 school year.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Brook Hospital's goal is to facilitate the provision of an Intensive Outpatient Program for substance abuse 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 support for students.

FISCAL/BUDGETARY IMPACT:

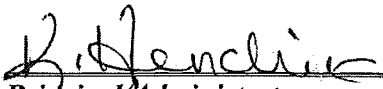
None

RECOMMENDATION:

Approval of the Community Use Facility Contract for Brook Hospital with Scott High School during the 2022-2023 school year.

CONTACT PERSON:

Karen Hendrix


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 The Brax 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 4-7pm subject to the following terms and conditions: for 2022-23 school year mw

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 _____ 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: _____

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: Scott High School The Brook Hospital - KMI
Name of Renting Organization "User"
Shern Boggs, COO
Name of "User" Representative (Print)
8521 La Grange Rd
Address
Louisville KY 40242
City State Zip
(502) 426-6380
Phone Number
ellen.nguyen@uhsinc.com
E-Mail Address

If responsible individual is other than 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.

Shern Boggs, COO
Signature of "User" Representative

Principal

Superintendent/designee

Review/Revised: 8/5/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2021

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 Marsh USA, Inc. 1717 Arch Street Philadelphia, PA 19103	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
CN102273418-KMI-22-23	BRK	AWXHP
INSURED The Brook Hospital at KMI c/o UHS of Delaware, Inc. 367 S. Gulph Road King of Prussia, PA 19406	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Endurance American Specialty Insurance Company	NAIC # 41718
	INSURER B: National Union Fire Ins Co. of Pittsburgh PA	19445
	INSURER C: New Hampshire Insurance Company	23841
	INSURER D: AIU Insurance Co	19399
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CLE-006607351-05 **REVISION NUMBER:** 1

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
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
B	AUTOMOBILE LIABILITY			6890150 (AOS)	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
B	<input checked="" type="checkbox"/> ANY AUTO			6890152 (VA)	01/01/2022	01/01/2023	BODILY INJURY (Per person) \$
B	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS			6890151 (MA)	01/01/2022	01/01/2023	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			HLC10006193207 (General Liability)	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 2,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			065885980 (A/O/S)	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			065885982 (CA)	01/01/2022	01/01/2023	E.L. EACH ACCIDENT \$ 2,000,000
D				065885981 (NY)	01/01/2022	01/01/2023	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			065885983 (WI)	01/01/2022	01/01/2023	E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CIRF-838896-6532-AU, GL, WC
General Liability: The above referenced Insured is self insured for \$3,000,000 each and every occurrence for 01/01/22 - 01/01/23.
General Liability - Kenton County Board of education is included as an additional insured as required by written contract but limited to the operations of the insured under said contract and always subject to the policy terms, conditions, and exclusions.
Re: Use of space in Kenton County High School to provide an Intensive Outpatient Program.

CERTIFICATE HOLDER Kenton County School District Attn: Amber Schmidt 1055 Eaton Drive Fort 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 <i>Marsh USA Inc.</i>
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