



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

# Issue Paper

**DATE:**

March 4, 2025

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Independence Soccer Club for use of the Scott High School fieldhouse and stadium on various days during 2024-25 school year. Times and dates will be coordinated by the Athletic Director.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The Independence Soccer Club is a local youth club that wants to promote the growth and appreciation for the game by provided opportunities to participate on soccer teams.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval Community Use Facility contract with Independence Soccer Club for use of the Scott High School fieldhouse and stadium on various days during 2024-25 school year. Times and dates will be coordinated by the Athletic Director.

**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 Independence Soccer Club hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): \_\_\_\_\_ profit organization X non-profit organization/FEIN # 71-0964101

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 H.S. - Fieldhouse + Stadium

Non School Day / Time Fees apply for Saturday & Sunday

at the following times and dates: Various Dates during 24-25 year 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. Approved users are responsible for the conduct and safety of their participants, guests, coaches, officials, and spectators. Automated External Defibrillators (AED) accessibility is not the responsibility of the KCSD facility.
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: <u>\$100</u> per hr. (min 2 hours)     | Rental fee total: <u>\$400 per day</u> |
| Custodial fee: <u>\$48</u> per hr. (min 2 hours)   | Custodial fee total: <u>TBD</u>        |
| Supervisory fee: <u>\$35</u> per hr. (min 2 hours) | Supervisory fee total: <u>TBD</u>      |
| Equipment fee: <u>-</u>                            | Equipment fee total: <u>-</u>          |
| Other fees: <u>-</u>                               | Other fees total: <u>-</u>             |

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:** TBD **Deposit:** \_\_\_\_\_

**Checks are payable to Kenton County Board of Education**

**Supervision/Custodial Support Details:**

School + Non School Time will dictate Supervision +  
custodial support

**Misc. Considerations:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Facility Use Contract**

Name of School: Scott Independence Soccer Club  
 Name of Renting Organization "User"  
Blaine J. Edmonds  
 Name of "User" Representative (Print)  
722 Coachway Ct.  
 Address  
Taylor Mill KY 41015  
 City State Zip  
(859) 391-3184  
 Phone Number  
blaine.edmonds3@gmail.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 14<sup>th</sup> day of April, 2025. Contracts for recurring events expire on June 30<sup>th</sup> of the school year.

[Signature]  
 Signature of "User" Representative

[Signature]  
 Principal

\_\_\_\_\_  
 Superintendent/designee

Review/Revised: 8/7/2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2025

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).

|  |  |  |
|--|--|--|
| <b>PRODUCER</b><br>LIC #40558248<br>Player's Health Cover USA Inc.<br>Lifetime Work Edina 200 Southdale Center<br>Edina MN 55435 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 612-345-9683<br><b>E-MAIL ADDRESS:</b> certificates@playershealth.com<br><b>FAX (A/C, No):</b><br><b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Everest National Insurance Company<br><b>INSURER B:</b> Everest National Insurance Company<br><b>INSURER C:</b> Great American Insurance Company<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> | <b>NAIC #</b><br>10120<br>10120<br>16691<br><br><br> |
|--|--|--|

**COVERAGES****CERTIFICATE NUMBER:** 139651**REVISION NUMBER:** 3

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 SUBR INSD WVD                  | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-------------------------------------|----------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y                                   | SI8ML03089-241 | 9/1/2024                | 9/1/2025                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ EXCLUDED<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000<br>PARTICIPANT LEGAL LIAB \$ 1,000,000 |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |                                     | SI8ML03089-241 | 9/1/2024                | 9/1/2025                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| B        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$ 0  |                                     | SI8EX02134-241 | 9/1/2024                | 9/1/2025                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input type="checkbox"/> N/A |                |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
| C        | Accident Medical  |                                     | E880183-02     | 9/1/2024                | 9/1/2025                | PER INJURY LIMIT \$ 300,000  |

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

Certificate issued for sanctioned activities of the state soccer association.

Certificate Holder is Additional Insured as required by written agreement per policy endorsement ECG 20 600 05 09. This certificate is issued on behalf of: Independence Soccer Club

**CERTIFICATE HOLDER****CANCELLATION**

|  |  |
|--|--|
| Kenton County School District<br><br>1055 Eaton Drive<br>Ft. Wright KY 41017 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br><i>Don Pullen</i> |
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