

Issue Paper

DATE:

719125

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Holy Cross High School for use of the Scott High School stadium for soccer games during the 2025-26 season.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

Holy Cross High School is requesting to use the Scott High School stadium for several soccer games. Times and dates will be coordinated with the Athletic Director.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval Community Use Facility contract with Holy Cross High School for use of the Scott High School stadium for soccer games during the 2025-26 season.

CONTACT PERSON:

Matt Wilhoite

Principal/Administrator

District Administrator

Superintendeht

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
Holy Cross High School hereinafter referred to as "user" of the school facilities hereinafter
described. The user is a: (Check One): profit organization non-profit organization/FEIN
#_62-1577563
Category of user (1-5)3 (Final determination of category is made by Superintendent/designee).
WITNESSETH:
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The school Principal does hereby agree to permit user to utilize certain school facilities more particularly described as follows: Scott H.S. Stadium | Soccet Field

Non School Day Time Fees apply for Saturdays + Sunday
at the following times and dates: Natious Dates during 25-26 yr. 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.
- 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 he 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.

Applicable Fees: Rental fee: 3	रुठ	per br. (min 2 hours)	Rental fee total:
Custodial fee:	<u> </u>	per hr. (min 2 hours)	Custodial fee total:
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Date: 10/9/2024 Certificate of Coverage Certificate Holder This Certificate is issued as a matter of information only and The Roman Catholic Diocese of Covington and Most confers no rights upon the holder of this certificate. This certificate Reverend John C. Iffert, and His Successors in does not amend, extend or alter the coverage afforded below. Office, Chancery Office P.O. Box 15550 Company Affording Coverage Covington, KY 41015 THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA 10843 OLD MILL RD HOLY CROSS DISTRICT HIGH SCHL OMAHA, NE 68154 **3617 CHURCH STREET COVINGTON, KY 41015-0000** Coverages This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims. Coverage Effective Coverage Expiration Type of Coverage Certificate Number Limits Date Real & Personal Property Preperty Each Occurrence D. General Liability 500,000 General Aggregate 2,000,000 Occurrence Preducts-Comp/OP Agg 8547 12/31/2024 12/31/2025 Personal & Adv Injury Claims Made Fire Damage (Any one fire) Med Exp (Any one person) 5,000 Excess Liability Each Occurrence 500,000 12/31/2025 8547 12/31/2024 Annual Aggregrate Each Occurrence Other Claims Made Anamal Aggregrate Limit/Coverage Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in Coverage only extends for claims arising out of Holy Cross High School's use of Scott High School for athletic events throughout the term of the certificate. Coverage only extends for the dates and times Holy Cross High School is scheduled to use the facilities.

Holder of Certificate

Additional Protected Person(s)

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Anthorized Representative