

# **Issue Paper**

#### **DATE**:

July 11, 2025

#### **AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with South Kenton Nittany Lions for use of the Simon Kenton High School practice field on various dates in 2025-26 school year during non-school time. Times and dates will be coordinated with the Athletic Director.

#### **APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

#### **HISTORY/BACKGROUND:**

The South Kenton Nittany Lions is a local youth organization that provides boys and girls who will attend Simon Kenton High School opportunities to participate in football and cheerleading.

#### **FISCAL/BUDGETARY IMPACT:**

None

#### **RECOMMENDATION:**

Approval Community Use Facility contract with South Kenton Nittany Lions for use the Simon Kenton High School practice field on various dates in 2025-26 school year during non-school time. Times and dates will be coordinated with the Athletic Director.

#### **CONTACT PERSON:**

Matt Wilhoite

Picture Control

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
South Kentin Ni Hang Lies hereinafter referred to as "user" of the school facilities
hereinafter described. The user is a: (Check One): profit organization non-profit
organization/FEIN # <u>6\-12236</u> 90
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:
· Non School Day Time Rees apply for Saturday + Sundays
at the following times and dates: Variets dates fines throughout with the following terms and conditions:
1. School facilities shall not be utilized by any outside group prior to ninety (90) minutes after

- 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.
- 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

12. An orientation has been provided.

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.

(Ple	ase initial)	user 17 school repr	resentative	
Applicable F	ees: 511 h	W		
		per hr. (min 2 hours)	Rental fee total: _	
		per hr. (min 2 hours) (		
		per hr. (min 2 hours) Su		
Equipment f	fee:	Equipment fee	total:	Other fees:
		Other fees total:		
(2) weeks aft	er contracted	as security deposit at contract event.  Deposit:		
payable to K	enton Count	Board of Education		
Supervision/	Custodial Su	pport Details:		
Misc. Consid	erations:	ove programs using the	practice field t	the dales there will
be varied	The AD	will keep truck of usua	ge and bill or	n Nov. 1, 2025.

## Facility Use Contract

Name of School: 5 (Non Pentin 11-7	JULY HENDY WITHIN CINYS
	Name of Renting Organization "User"
	TIM PIEFSALL
	Name of "User" Representative (Print)
	1370 LIVEDAK CT
	Address
	INDEPENDENCE KY 41051 City State Zip
	(859 652-1261
	Phone Number
	E-Mail Address
If the responsible individual is other than the "User" please identify that individual. The responsible individual of the facility.	
Name	
Address	
Telephone Number	
E-Mail Address	_
IN WITNESS WHEREOF, the Principal and the Suj Board of Education and the user hereunto set their h	
20 25. Contracts for recurring events expire on	June 30th of the school year.
Signature of "User" Representative Principal	
Superintender	nt/designee
	Review/Revised:8/7/2023

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