



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

# Issue Paper

**DATE:**

January 16, 2026

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Kenton County Youth Sports for use of the Scott High School auxiliary gymnasium on various days during 2025-26 school year. Times and dates will be coordinated by the Athletic Director.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The Kenton County Youth Sports is a family-oriented volunteer organization that offers youth baseball for a variety of age levels and abilities.

**FISCAL/BUDGETARY IMPACT:**

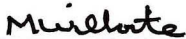
None

**RECOMMENDATION:**


Approval Community Use Facility contract with Kenton County Youth Sports for use of the Scott High School auxiliary gymnasium on various days during 2025-26 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 KCSB Buhl hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN

# 31-0922226

Category of user (1-5) III (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: As Gym - Scott HS

During non-school hours, weekend rates apply for Sat + Sun  
at the following times and dates: Varies dates & times as available 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, unless otherwise approved by the Superintendent/designee.
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 KCSB 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) KH user CDR school representative

**Applicable Fees:**

Rental fee: <u>TBD</u> 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: 0

**Checks are payable to Kenton County Board of Education****Supervision/Custodial Support Details:**

Karen Hall, teacher

**Misc. Considerations:**

At school on school day no charge. In event this is on non school day, charge will be \$60 hour

**Facility Use Contract**

Name of School: Scott KCYS Baseball  
Name of Renting Organization "User"

Kevin Hall  
Name of "User" Representative (Print)

4790 Oliver Rd. Independence, MO  
Address

Independence KY 41051  
City State Zip

(513) 277-1165  
Phone Number

kcysboysbaseball@yahoo.com  
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.

Kevin Hall  
Name  
5213 Keeney Ct. Taylor Mill, KY 41015  
Address  
859-250-9867  
Telephone Number  
Kevin.hall@kenton.kyschools.us  
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 2<sup>ND</sup> day of February, 2026. Contracts for recurring events expire on June 30th of the school year.

[Signature]  
Signature of "User" Representative

[Signature]  
Principal

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

Review/Revised: 7/7/2025





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2026

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 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		CONTACT NAME: Deborah McCarty	
Emory P. Zimmer Insurance Agency, Inc.		PHONE (A/C, No, Ext): (513) 381-1919	FAX (A/C, No): (513) 381-1928
2148 Gilbert Avenue		E-MAIL ADDRESS: dmccarty@zimmerinsurance.com	
Cincinnati	OH 45206	INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: Cincinnati Insurance Company	
Kenton County Youth Sports		INSURER B:	
P.O. Box 613		INSURER C:	
Independence		INSURER D:	
KY 41051		INSURER E:	
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: CL2552008201

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	X		ENP0390566	6/17/2025	6/17/2028	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$ 5,000
	OTHER:						PERSONAL & ADV INJURY
							\$ 1,000,000
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE
	ANY AUTO						\$ 2,000,000
	ALL OWNED AUTOS						PRODUCTS - COMP/OP AGG
	HIRED AUTOS						\$ 2,000,000
							HIRED/NON-OWNED AUTO
							\$ 1,000,000
	UMBRELLA LIAB						COMBINED SINGLE LIMIT (Ea accident)
	EXCESS LIAB						\$
	DED						BODILY INJURY (Per person)
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						BODILY INJURY (Per accident)
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PROPERTY DAMAGE (Per accident)
							\$
							EACH OCCURRENCE
							\$
							AGGREGATE
							\$
							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 Additional Insured with regard to General Liability.

## CERTIFICATE HOLDER

## CANCELLATION

Kenton County Board of Education  
1055 Eaton Drive  
Ft. Wright, KY 41017

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

T O'Donnell/DMCCAR

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ACORD 25 (2014/01)

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INS025 (201401)