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

Issue Paper

DATE:
October 20, 2026

AGENDA ITEM (ACTION ITEM):
Consider/Approve Community Use Facility contract with Athletx Mental Toughness (Kenton County Youth Sports) for use of a Taylor Mill Elementary Classroom on various dates in November and December of the 2026-2027 school year during non-school hours.

APPLICABLE BOARD POLICY:
05.3 Community Use of Facility

HISTORY/BACKGROUND:
The Atbletx Sports Group is part of the Kenton County Youth Sports Organization that will be hosting a free 120 mental toughness program for Kenton County athletes.

FISCAL/BUDGETARY IMPACT:
No fees will be collected

RECOMMENDATION:
Approval Community Use Facility contract with Athletx Mental Toughness (Kenton County Youth Sports) for use of a Taylor Mill Elementary Classroom on various dates in November and December of the 2026-2027 school year during non-school hours.

CONTACT PERSON:
Randy Borchers

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 Athletx Mental Toughness hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): _____ profit organization __X__ non-profit organization/FEIN # 3

Category of user (1-5) 2 (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: 1 classroom for a 12U mental toughness program for athletes. Non School Day/Time Feesapply for Sat + Sunday at the following times and dates: Nov 4, 11, 18, Dec 2+9 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 eertificate is reqnired 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 eontract.

12. An orientation has been provided.
    (Please initial) SC user AB school representative

Applicable Fees:

Rental fee:	N/A per hr. (min 2 hours)	Rental fee total:	0
Custodial fee:	N/A per hr. (min 2 hours)	Custodial fee total:	0
Supervisory fee:	N/A per hr. (min 2 hours)	Supervisory fee total:	0
Equipment fee:	N/A	Equipment fee total:	0
Other fees:	0	Other fees total:	0

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: 0 **Deposit:** 0

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

_____
_____
_____

Misc. Considerations:

_____
_____
_____

Facility Use Contract

Name of School: Taylor Mill Elem Athletx Mental Toughness
Name of Renting Organization "User"

Jason Callahan
Name of "User" Representative (Print)

1249 Cannonball Way
Address

Independence KY 41051
City State Zip

(859) 866-9754
Phone Number

JECallahan25@Gmail.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.

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 2 day of November, 20 20. **Contracts for recurring events expire on June 30th of the school year.**

Signature of "User" Representative

Allen Beck
Principal

Superintendent/designee

Review/Revised:8/7/2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/20/2025

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 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 Emory P. Zimmer Insurance Agency, Inc. 2148 Gilbert Avenue Cincinnati OH 45206	CONTACT NAME: Deborah McCarty PHONE (A/C, No, Ext): (513) 381-1919 FAX (A/C, No): (513) 381-1928 E-MAIL ADDRESS: dmccarty@zimmerinsurance.com
INSURED Kenton County Youth Sports P.O. Box 613 Independence KY 41051	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Cincinnati Insurance Company — 10677 INSURER B: INSURER C: INSURER D: 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			ENP0390566	6/17/2025	6/17/2028	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG HIRED/NON-OWNED AUTO	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] 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

Kenton County Board of Education
2044 Tuscanyview Dr
Covington, 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

T O'Donnell/DMCCAR

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