

DATE:

August 17, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Notre Dame Academy for the use of the KCSD Aquatic Center during non-school hours on various dates during 2026-27 school year.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

Notre Dame Academy is requesting the use of the swimming pool and diving wells for practice and competitions during the 2026-27 school year. Dates, times, and rental fees will be coordinated with the KCSD Aquatics Director.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

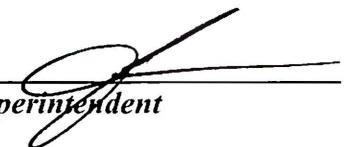
Approval Community Use Facility contract with Notre Dame Academy for the use of the KCSD Aquatic Center during non-school hours on various dates during 2026-27 school year.

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 Notre Dame Academy hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 26-0710957

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: **Pool Rental for swim/dive practices/meets**

at the following times and dates: **2026-2027 Season** : 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: **Practice: \$25 per lane per hour/\$35 per board per hour or \$200 per hour swim/dive meet** Rental fee total: TBD

Custodial Fee: **\$48 per hr.** (min 2 hours)

Custodial fee total: TBD

Supervisory fee: **\$35 per hr.** (min 2 hours)

Supervisory fee total: TBD

Lifeguard Fee: **\$15.67 per hour per guard**

Lifeguard fee Total: TBD

Equipment fee: 0

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: TBD

Deposit: _____

Checks are payable to Kenton County Board of Education

Supervision and Custodial fees will apply to any rentals outside of school time (after 9pm weekdays and all weekends). Lifeguards are required for all swim/dive meets. If you choose to supply your own lifeguards, you must discuss this with the Aquatics Supervisor to ensure the required number of lifeguards will be scheduled, and certifications must be presented prior to the event. The Aquatics Facility will schedule lifeguards as needed. All applicable fees will be discussed prior to rental for a swim and/or dive meet.

Misc. Considerations: A meet is not permitted without prior approval. Any breach of this contract could result in cancellation of the contract and/or denial of future contracts.

Designated coach must be on deck with athletes at all times, and are responsible for their athletes from arrival to departure. You may not leave your athletes unattended at any time. Only your designated rental area is to be utilized during your practice time.

Facility Use Contract

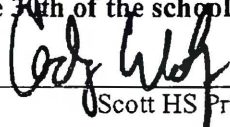
Name of School: Scott High School Notre Dame Academy
Name of Renting Organization "User"
Emma Lehmkuhl
Name of "User" Representative (Print)
1699 Hilton Drive
Address
Park Hills, KY 41011
City State Zip
(859) 292-1892
Phone Number
carlj@ndapandas.org
E-Mail Address

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.

Emma Lehmkuhl
Name
2473 Stonewell Trail
Address
(859) 912-2245
Telephone Number
lehmkuhle@ndapandas.org
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 8th day of September, 2026. Contracts for recurring events expire on June 30th of the school year.


Signature of "User" Representative


Scott HS Principal

KCS D Superintendent/designee

Review/Revised:8/7/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2026

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 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).

PRODUCER Risk Program Administrators a subsidiary of Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Road Rolling Meadows IL 60008		CONTACT NAME: Christian Brothers Services PHONE (A/C, No, Ext): 800-807-0300 FAX (A/C, No): 630-378-2508 E-MAIL: ADDRESS:		
INSURED Brothers of the Christian Schools & Affiliates LOC #1186251 NOTRE DAME ACADEMY 1205 Windham Parkway Romeoville IL 60446-1679		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Old Republic Union Insurance Company		31143
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1022541181

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	822600 1325596	6/15/2026	6/15/2027	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ Included PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						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? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				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)

The certificate holder is added as an additional insured under the General Liability per attached endorsement per prior written contract and Primary Non-Contributory coverage is also provided under the Primary General Liability per prior written contract per the attached endorsement. Coverage is solely, strictly, and specifically with regards to:
Evidence of coverage with respects to Pool rental for Swim/Dive Practices/Meets during the season per the dates and times agreed upon

CERTIFICATE HOLDER

CANCELLATION

Kenton County Board of Education
1055 Eaton Drive
Fort 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

Artex Risk Solutions, Inc.

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OLD REPUBLIC UNION INSURANCE COMPANY

Attaching to and forming part of Policy No. 822600 1325596

Named Insured: THE RELIGIOUS AND CHARITABLE RISK POOLING TRUST OF THE BROTHERS OF THE
CHRISTIAN SCHOOLS AND AFFILIATES

Effective date of this endorsement is June 15, 2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under SECTION II INSURING AGREEMENT C, GENERAL LIABILITY COVERAGE defined within the Coverage Agreement

SECTION 1: Schedule

Name of Additional Insured Persons(s) or Organization(s):	Designated Location(s) Of Covered Operations:
ANY PERSON OR ORGANIZATION WHEN YOU HAVE AGREED IN A WRITTEN CONTRACT FOR THAT PERSON OR ORGANIZATION TO BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY.	

If no entry appears above, information required to complete this endorsement will be shown in the Certificate of Coverage as applicable to this endorsement.

Section II Insuring Agreement C -Name of Insured Amended

- A. **Who Is An Insured** defined in the General Insurance Agreement is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability in the performance of the Named Insured's ongoing operations for the Additional Insured(s) at the Location(s) designated in the Schedule above for "bodily injury" or "property damage", caused in whole or in part, by the Named Insured's acts or omissions which takes place after the execution of a written agreement with the Additional Insured(s).
- B. For the coverage provided by this endorsement: the following paragraph is added to Section IV –General Conditions, Section II, Insuring Agreement C-General Liability.

This insurance is primary insurance as respects to this coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and noncontributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

- C. **Who Is An Insured** is also amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the "Named Insured's work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

The most we will pay is the amount of insurance required by the written contract or the amount of applicable limits of insurance under this policy; whichever is less.

This Insurance does not apply to any claims or suits seeking damages, including defense, arising out of, directly or indirectly, from any actual or alleged participation in any act of sexual misconduct, sexual harassment, sexual molestation, sexual abuse or any claim sexual in nature, physical or mental, of any person.

Except as amended in this endorsement, this insurance is subject to all coverage terms, clauses and conditions in the policy to which this endorsement is attached and only applies to the extent permitted by law.