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Issue Paper

DATE:

August 21, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with St. Henry High School 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:

St. Henry High School 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 St. Henry High School 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 St. Henry hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 601-0458380

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 KCSO 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) JD user Jim Demler- AD 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 ContractName of School: Scott High SchoolSt. Henry District High

School

Name of Renting Organization "User"

Emma Lehmkuhl

Name of "User" Representative (Print)

3755 Scheben

Drive

AddressErlanger,

KY

City

State

Zip

(859) 525-0255Phone NumberE-Mail Address

If responsible individual is other than 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

KCSD Superintendent/designee

Certificate of Coverage

Date: 8/24/2026

Certificate Holder

The Roman Catholic Diocese of Covington and Most
Reverend John C. Iffert, and His Successors in
Office, Chancery Office
P.O. Box 15550
Covington, KY 41015

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location

ST HENRY DISTRICT HIGH SCHOOL
3755 SCHEBEN DRIVE

ERLANGER, KY 41018-0000

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.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability	8547	12/31/2025	12/31/2026	Each Occurrence	1,000,000
	☒ Occurrence				General Aggregate	2,000,000
	☐ Claims Made				Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Aggregate	
					Annual Aggregate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage only extends for claims arising out of St. Henry District High School's use of the Scott High School facilities for their dive team practice for the 2026-2027 swim season, as the schedule dictates.

Holder of Certificate

Cancellation

Additional Protected Person(s)

Kenton County Board of Education

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.

Authorized Representative

Paul A. Peterson

0346003752

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 12/31/2025 Charge _____ Credit _____
Cancellation Date of Endorsement 12/31/2026
Certificate Holder The Roman Catholic Diocese of Covington and Most Reverend John C. Iffert, and His Successors in Office, Chancery Office P.O. Box 15550 Covington, KY 41015
Location ST HENRY DISTRICT HIGH SCHOOL 3755 SCHEBEN DRIVE ERLANGER, KY 41018-0000
Certificate No. 8547 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an **Additional Protected Person(s)** the organization(s) shown in the schedule below.

Schedule - ADDITIONAL PROTECTED PERSON(S)

Kenton County Board of Education

Remarks:

Coverage only extends for claims arising out of St. Henry District High School's use of the Scott High School facilities for their dive team practice for the 2026-2027 swim season, as the schedule dictates.

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the **Additional Protected Person(s)** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the **Protected Person(s)**. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the **Additional Protected Person(s)** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the **Additional Protected Person(s)** by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any **Occurrence** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the **Additional Protected Person(s)** for **Occurrences** which cannot be attributed to primary acts or omissions of the **Protected Person(s)**.
5. Provided that a premises is utilized by the **Protected Person(s)** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the **Additional Protected Person(s)** for premises defects or other **Occurrences** which could not be discovered by the **Protected Person(s)** with reasonable diligence.
6. The limited coverage afforded to the **Additional Protected Person(s)** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the **Certificate Holder** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this endorsement or extend beyond the cancellation date.