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

Issue Paper

DATE:
October 6, 2026

AGENDA ITEM (ACTION ITEM):
Consider/Approve Community Use Facility contract with Northern Kentucky University 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:
Northern Kentucky University 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:
Facility Rental Fee $1400.00

RECOMMENDATION:
Approval Community Use Facility contract with Northern Kentucky University 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 Northern Kentucky University hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): _____ profit organization __X____ non-profit organization/FEIN # _____

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** Northern Kentucky University
Name of Renting Organization "User"

Michael Odom, VP and Director of Athletics
Name of "User" Representative (Print)

5320 Campus Drive
Address

Highland Heights KY 41099
City State Zip

( )
Phone Number

ad@nku.edu
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 Woodhull-Smith/Chris Hafling
Name

5320 Campus Drive, Highland Heights, KY 41099
Address

919-218-7386 (KWS Cell)/859-358-1314 (CH
Telephone Number

woodhullski1@nku.edu/haflingc1@nku.edu
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 26. **Contracts for recurring events expire on June 30th of the school year.**

Mike Odom
Mike Odom (Sep 24, 2026 14:41:41 EDT)
Signature of "User" Representative

Scott HS Principal

KCSD Superintendent/designee

Review/Revised:8/7/2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2026

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 Arthur J. Gallagher Risk Management Services, LLC Creekside Crossing 8 Cadillac Drive, Suite 200 Brentwood TN 37027	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 615-244-8484 **FAX (A/C, No):** 615-377-5101 **E-MAIL ADDRESS:**
INSURED NORTKEN-19 Northern Kentucky University 617 Lucas Administration Center 1 Nunn Drive Highland Heights KY	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** United Educators Ins, a Reciprocal Risk Retention — 10020 **INSURER B :** Midwest Employers Casualty Company — 23612 **INSURER C :** The Cincinnati Insurance Company — 10677 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 247029391 **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	Y		R5879N	7/1/2026	7/1/2027	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X SIR $250,000						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
C	AUTOMOBILE LIABILITY			EBA0688806	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR			R5879N	7/1/2026	7/1/2027	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			EWC009900	7/1/2026	7/1/2027	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Internship and Professional			R5879N	7/1/2026	7/1/2027	Per Claim Limit	$1,000,000
A	Services Liability			R5879N	7/1/2026	7/1/2027	Aggregate Limit	$3,000,000
C	Inland Marine			EBA0688806	7/1/2026	7/1/2027	Equip. Leased or Rent	$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability: Certificate Holder is included as Additional Insured, and a Waiver of Subrogation applies to the Certificate Holder, as per form #CGL 05-2025 & GLX 05-2025 pursuant to and subject to the policy's terms, definitions, conditions, and exclusions (see definition below).

Excess Liability: Certificate Holder is shown as an Additional Insured, and a Waiver of Subrogation applies to the Certificate Holder, as per form #CGL 05-2025 & GLX 05-2025, pursuant to and subject to the policy's terms, definitions, conditions, and exclusions (see definitions below).

Definitions:
- Additional Insured: Insured Means: any person or organization to whom any Included Entity is obligated by virtue of a contract or agreement to provide liability
See Attached...

CERTIFICATE HOLDER

Kenton County Board of Education
1055 Eaton Drive
Fort Wright 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
Arthur J. Gallagher Risk Management Services, LLC

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AGENCY CUSTOMER ID: NORTKEN-19

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	Northern Kentucky University 617 Lucas Administration Center 1 Nunn Drive Highland Heights KY
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

insurance such as is afforded by this Policy, but only (1) to the extent of such obligation; (2) for operations (other than insurance operations) by or on behalf of that Included Entity or operation of facilities of that Included Entity or use of facilities by that Included Entity; and (3) if the contract or agreement is made prior to a covered Occurrence

- Subrogation: In the event of any payment under this Policy, we shall be subrogated to all the Insured's rights of recovery against any person or organization and the Insureds shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights and shall do nothing after the Occurrence to prejudice such rights. We agree to waive any right of recovery we may have against any person or organization when the Educational Organization has agreed to such waiver prior to an Occurrence.

Workers Compensation: A Waiver of Subrogation applies to the Certificate Holder, as required by written contract, and only where allowed by state law, as per endorsement #ISI-265-KY (10-18) pursuant to and subject to the policy's terms, definitions, conditions, and exclusions.

Cyber Liability Coverage:
Starr Surplus Lines Insurance Co
$3,000,000 limit with a $100,000 retention

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