



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

# Issue Paper

**DATE:**

September 15, 2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with St. Henry District High School for use of the KCSD Natatorium on various dates during the 2023-24 school year.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The St. Henry District High School dive team is requesting practice time to use the dive wells during the 2023-24 school year. Times and dates will be coordinated with the KCSD Aquatics Director when pool opens.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval to Community Use Facility contract with St. Henry District High School for use of the KCSD Natatorium on various dates during the 2023-24 school year.

**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 Joey Svatba St. Henry Dive Team hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 61-0458380

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: St. Henry Dive Team Practice

at the following times and dates: 2023-24 season when the pool opens: Weds/Fri 3:15pm-4:45pm: 1 diving board 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: <u>\$35 per board</u> per hr. ( <del>min 2 hours</del> )	Rental fee total: <u>TBD</u>
Custodial fee: <u>0</u> per hr. (min 2 hours)	Custodial fee total: <u>0</u>
Supervisory fee: <u>0</u> per hr. (min 2 hours)	Supervisory fee total: <u>0</u>
Equipment fee: <u>0</u>	Equipment fee total: <u>0</u>
Other fees: <u>0</u>	Other fees total: <u>0</u>

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/Custodial Support Details: Supervision and lifeguard will be provided by Aquatics Staff

Misc. Considerations: Contract is written for practice use only. A meet is not permitted without prior approval and additional contract approval to include pool rental fees for a meet. 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. Only the diving area is to be utilized during scheduled practice time.

**Facility Use Contract**Name of School: Scott H.S. St. Henry Dive Team  
Name of Renting Organization "User"Joey Svatba  
Name of "User" Representative (Print)3418 cherry tree lane  
AddressErlanger Ky 41018  
City State Zip(859) 816-6421  
Phone NumberJoey.svatba@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 6<sup>TH</sup> day of November 2023. Contracts for recurring events expire on June 30<sup>th</sup> of the school year.

  
Signature of "User" Representative  
Principal\_\_\_\_\_  
Superintendent/designee

Review/Revised: 8/7/2023

# Certificate of Coverage

Date: 9/22/2023

**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	12/31/2022	12/31/2023	Each Occurrence	1,000,000
	<input checked="" type="checkbox"/> Occurrence				General Aggregate	2,000,000
	<input type="checkbox"/> 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	
					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 on Wednesdays and Fridays from 3:15pm - 4:45pm for the 2023 - 2024 swim season.

**Holder of Certificate**

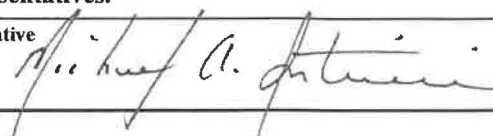
**Cancellation**

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



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