



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

# Issue Paper

**DATE:**

November 10, 2025

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Villa Madonna Academy and Covington Latin for use of the KCS D Aquatic Center during non-school hours on various dates during 2025-26 school year.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The following schools are requesting use to the swimming pool and diving wells for practice and competitions during the 2025-26 school year. Dates, times, and rental fees will be coordinated with the KCS D Aquatics Director.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval Community Use Facility contract with Villa Madonna Academy and Covington Latin for use of the KCS D Aquatic Center during non-school hours on various dates during 2025-26 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 Villa Madonna Academy hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 61-0541637

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: **practice or meet during the swim & dive season**

at the following times and dates: **2025-2026 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)   SH   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: **\$13.86 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 if needed. All applicable fees will be discussed prior to rental for a swim and/or dive meet.

**Facility Use Contract**Name of School: Scott High SchoolVilla Madonna Academy  
Name of Renting Organization "User"Steve Hesse  
Name of "User" Representative (Print)2500 Amsterdam Rd.  
AddressVilla Hills, KY 41017  
City State Zip(859) 331-6333  
Phone Numbershesse@villamadonna.net  
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 Lehmkuhle Kristina Jenny  
NameAddress 859-912-2245 859-816-7117

Telephone Number

lehmkuhle@ndapandas.org Kristina.jenny@boone.kyschools.us  
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 1<sup>st</sup> day of December, 20 25. Contracts for recurring events expire on June 30th of the school year.

[Signature]  
Signature of "User" Representative[Signature]  
Scott HS PrincipalKCSD Superintendent/designee

Review/Revised: 7/7/2025

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2025

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 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>USI Insurance Services, LLC</b> 312 Elm St. 24th Floor Cincinnati, OH 45202-3576 513 657-3116	CONTACT NAME: <b>Judith M Botkins</b>	
	PHONE (A/C, No, Ext): <b>513 657-3116</b>	FAX (A/C, No):
	E-MAIL ADDRESS: <b>judi.botkins@usi.com</b>	
INSURED <b>Villa Madonna Academy</b> 2500 Amsterdam Rd Villa Hills, KY 41017-5316	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>Travelers Indemnity Company of CT</b>	NAIC # <b>25682</b>
	INSURER B: <b>Travelers Property Cas. Co. of America</b>	<b>25674</b>
	INSURER C: <b>Travelers Indemnity Company</b>	<b>25658</b>
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		P6300315L499TCT25	01/01/2025	01/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		8102R4984502543G	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		CUP0J5049912543	01/01/2025	01/01/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB4K9449822543G	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Evidence of coverage

## CERTIFICATE HOLDER

## CANCELLATION

Kenton County  
5400 Old Taylor Mill Rd  
Latonia, KY 41015

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



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**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 Covington Latin School hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # F-00457

**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: practice or meet during the swim & dive season

at the following times and dates: 2025-2026 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.
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**Facility Use Contract**

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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) CB 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)**

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Lifeguard fee Total: TBD

Equipment fee: 0

Equipment fee total: 0

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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

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**Facility Use Contract**Name of School: Scott High SchoolCovington Latin School

Name of Renting Organization "User"

Cory Blackson

Name of "User" Representative (Print)

21 E. 11<sup>th</sup> Street

Address

CovingtonKY41011

City

State

Zip

(859) 291-7044

Phone Number

blacksc@thomasmore.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.

Kristina Jenny

Name

21 E. 11<sup>th</sup> St., Covington, KY 41011

Address

(859) 816-7117

Telephone Number

kristina.jenny@boone.kyschools.us

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 1<sup>st</sup> day of December, 2025. ~~Contracts for recurring events expire on June 30th of the school year.~~

  
Signature of "User" Representative  
Scott HS Principal  
\_\_\_\_\_  
KCSD Superintendent/designee

Review/Revised: 7/7/2025





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2025

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**PRODUCER**  
Arthur J. Gallagher Risk Management Services, LLC  
201 E 4th Street  
Suite 625  
Cincinnati OH 45202

CONTACT NAME: Amanda Martin

PHONE (A/C, No, Ext): 513-977-3141

FAX (A/C, No):

E-MAIL ADDRESS: amanda.martin1@aig.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Merchants National Insurance Company

12775

INSURER B: Phoenix Insurance Company

25623

INSURER C: Travelers Property Casualty Co of America

25674

INSURER D: Travelers Property Casualty Company of America

25674

INSURER E:

INSURER F:

**INSURED**  
Thomas More University  
333 Thomas More Parkway  
Crestview Hills KY 41017

**COVERAGES**

CERTIFICATE NUMBER: 1875337258

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y-630-0S725943-PHX-25	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA-0S725863-25-14-G	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-4S78808A-25-14 EXL0001913	6/1/2025 6/1/2025	6/1/2026 6/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> 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 <input type="checkbox"/> N/A	UB-2S176865-25-14-G	6/1/2025	6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Named Insured: Covington Latin School

RE: KCSO pool for diving practice for a member of the CLS swim and dive team.

The Kenton County Board of Education is shown as additional insured solely with respect to General Liability as required by written contract with respect to work performed by the named insured.

**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

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