



FLOYD COUNTY BOARD OF EDUCATION
Tonya Horne-Williams, Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

William Newsome, Jr., Board Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
Steve Stone, Member - District 5

Consent Agenda Item (Action Item): Consider the approval of the DACE K-2 Training League and the included facility use agreement for the 2025-2026 school year.

Applicable State or Regulations: Policy 9:33 and 4:312, KRS 158.290 General Powers and Duties of the Board

Fiscal/Budgetary Impact: No funding required.

History/Background: The training league will promote participation in school related sports and teach fundamentals of the sport for K-2 students.

Recommended Action: Approve the agreement request.

Contact Person(s): Nikki Gearheart, Principal Sara Keathley, League Organizer

Nikki Gearheart
Principal

Rachel Cichy
Director

Tonya H. Williams
Superintendent

Date: 12/5/25

Application and Agreement for Use of District Property

NOTE: Please complete this form in duplicate and submit both copies to the Central Office designee for approval. If the application is approved, one (1) copy of the signed agreement will be returned to the using organization along with a contract prepared by the Board attorney. The contract shall be signed by the designated representative of the using organization and returned to the Central Office designee. If the application is not approved, both copies will be returned.

Name of Sponsoring Organization/Activity	<u>K-2 Basketball</u>	Telephone	<u>606-477-0142</u>
Representative's Name	<u>Sara Keathley</u>		
Address	<u>1403 Cracker Bottom Rd. Martin, Ky 41649</u>		
The above organization/individual requests the use of:			
<input type="checkbox"/> auditorium <input checked="" type="checkbox"/> gymnasium <input type="checkbox"/> dining room/kitchen <input type="checkbox"/> stadium <input type="checkbox"/> classroom(s) <input type="checkbox"/> other, specify _____			
Is the organization planning to use District-owned equipment? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
If yes, specify equipment <u>Basketballs, goals</u> Operator's Name <u>Sam Keathley</u>			
Is the organization planning to conduct sales on school premises? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
If yes, give a complete description of what is being sold and how the proceeds will be used. <u>Commission</u> <u>stand items donated with proceeds going to boys' basketball account</u>			
Building/school/facility	<u>DACE Gymnasium</u>		
Purpose	<u>Basketball League</u>		
Date(s) requested	<u>Jan 1, 2021 - March 31, 2021</u>	Time(s) Requested	<u>1 week K day evening</u> <u>Saturday mornings</u>
Will public be admitted?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
Will advertisement(s) be used?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Will admission be charged?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

When using school facilities, this organization agrees to observe the following:

- To schedule with the building Principal the time(s) District property is to be used. It is understood that the Superintendent/designee may cancel the use of the room or building at any time such use interferes with regular school activities.
- To be legally responsible for any and all damage to individuals and school equipment, building(s), grounds, or facilities, resulting from use by the organization. To this end, the organization will procure sufficient liability insurance to indemnify the Board, school officers and employees for any injuries or property damage which might occur during the organization's use of the facilities. ~~THIS ORGANIZATION IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE DISTRICT'S PROPERTY OR EQUIPMENT. THE DISTRICT WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE ORGANIZATION'S PROPERTY OR EQUIPMENT. THE DISTRICT WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE ORGANIZATION'S PROPERTY OR EQUIPMENT. THE DISTRICT WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE ORGANIZATION'S PROPERTY OR EQUIPMENT.~~
- To provide appropriate equipment for the use of District property. When gymnasiums are used, the organization agrees to permit on the gym floor only those persons wearing shoes that will not mark the floor.
- To abide by the requirements of Board Policies 05.3 and 05.31 (see attached). Disregard of the rules and regulations governing the use of the school buildings, equipment and facilities shall result in the refusal of the Board to grant the offending organization further use.
- To acknowledge that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.

Application and Agreement for Use of District Property

For Office Use Only - To be Completed by School Official		
Cost for use of District property \$ _____	Cost for school employee \$ _____	Total cost \$ _____
Deposit \$ _____	Is deposit refundable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date Deposit Received _____	Balance Due \$ _____	
Board employee(s) assigned: _____		
Board Action Date, if applicable _____		Board Order # _____

Review/Revised:9/29/11



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2025

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 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
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866

CONTACT NAME: Sports Dept

PHONE (A/C, No. Ext): 800-622-7370 | FAX (A/C, No): 803-256-4017

E-MAIL ADDRESS: amateur@sadlersports.com

PRODUCER CUSTOMER ID#:

INSURED
Martin Flash AAU Basketball
Martin Flash AAU Basketball
1403 cracker bottom road
martin, KY 41649

Application ID: 447618

A Member of the Sports, Leisure & Entertainment RPG

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: AIG Specialty Insurance Company

26883

INSURER B:

INSURER C:

INSURER D:

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.

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/ DD/ YYYY)	POLICY EXP (MM/ DD/ YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		9YAPG0001334486101	12:01:00 AM ET 03/21/2025	12:01AM ET 03/21/2026	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO PREMISES RENTED TO YOU (Fire Legal Liability)	\$1,000,000
							MEDICAL EXPENSES (other than participants)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE (other than Products- completed Operations)	\$5,000,000
							PRODUCTS- COMP/ OP AGG	\$1,000,000
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
							PROFESSIONAL LIABILITY	\$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS (not provided while in Hawaii) <input checked="" type="checkbox"/> NON- OWNED AUTOS (not provided while in Hawaii)			9YAPG0001334486101	12:01:00 AM ET 03/21/2025	12:01AM ET 03/21/2026	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS	
							<input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
A	MEDICAL PAYMENTS TO PARTICIPANTS			9YAPG0001334486101	12:01:00 AM ET 03/21/2025	12:01AM ET 03/21/2026	EXCESS MEDICAL	\$25,000
							AD&D	NONE
							DEDUCTIBLE	\$100

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

RE: COVERED SPORTS Basketball 12 & Under,

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.
 High Brain Injury Sports - For Deck/ Floor/ Field/ Street Hockey, Roller Hockey (quad), Cheerleading (age 19 & under); Lacrosse (age 19 & under); Tackle and contact football (age 19 & under); Soccer (age 19 & under); Water Hockey (age 19 & under); Wrestling (age 19 & under); and Umpire/ Referee Associations for the above High Risk Concussion Sports. Limited Coverage for "Brain Injury" endorsement applies- Brain Injury Limit: \$1,000,000 occurrence/ \$1,000,000 aggregate; Brain Injury Loss Adjustment Expense Limit: \$1,000,000 occurrence/ \$1,000,000 aggregate. "Brain Injury" means concussion, chronic traumatic encephalopathy, or any other injury to the brain and any symptoms, conditions, disorders and diseases, including death, resulting therefrom but only if such injury occurs as a result of specific events occurring during the policy period.

CERTIFICATE HOLDER

CANCELLATION

RELATIONSHIP:
Property Owner/ Lessor

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Floyd County Board of Education
442 KY RT. 550.
Eastern, KY 41622

AUTHORIZED REPRESENTATIVE

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER: 9YAPG0001334486101

INSURED: Martin Flash AAU Basketball

COMMERCIAL GENERAL LIABILITY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Name of Additional Insured Person(s) or Organizations(s):
Floyd County Board of Education 442 KY RT. 550. Eastern, KY 41622
(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional Insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Date Added: 03/21/2025 10:40:31 AM

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