



FLOYD COUNTY BOARD OF EDUCATION
Henry Webb, Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
Telephone (606) 886-2354 Fax (606) 886-8862
www.floyd.kyschools.us

Jeff Stumbo, Chair - District 3
Linda Gearheart, Vice-Chair - District 1
Sherry Robinson, Vice-Chair - District 5
Dr. Chandra Varla, Member - District 2
Rhonda Meade, Member - District 4

Floyd County Board Of Education Issue Paper

Consent Agenda Item (Action Item):

The Kentucky Community and Technical College System has requested a memorandum of agreement between Kentucky Community and Technical College System's BSCTC Floyd County Adult Education and Betsy Layne Elementary School of the Floyd County School System. This purpose is to establish locations and responsibilities between an off campus location for the BSCTC Adult Education GED Program.

Applicable Statute(s), Regulations(s), Board Policy/Procedure(s) and/or Consolidated Plan Activity:

Board Policy 05.3 The Board may grant the use of school facilities to responsible and organized civic, church, and community groups for purposes that provide demonstrable benefit to the schools or to the community as a whole when such use does not interfere with scheduled school use.

Board policy 05 AP 1. Educational programs that are an outgrowth of classroom instruction including, but not limited to, science fairs, plays, exhibits and concerts.

Fiscal/Budgetary Impact:

There are no foreseen budgetary impact on the school and/or district. Except this being an after-school program and electric consumption related to this program.

History/Background:

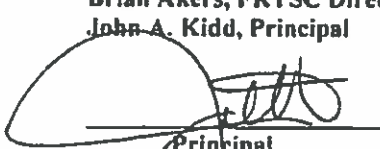
This program would allow our parents/guardians a means by which to earn their GED on the BLES campus site through BSCTC, an accredited higher education institution. This would be a beneficial service to our community and parents.

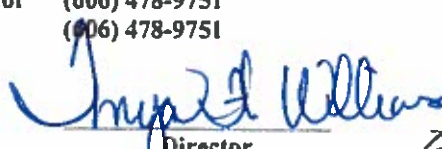
Staff Recommendation & Rationale:


Our recommendation would be to approve the Big Sandy Community and Technical College System to use an instructional classroom or library at Betsy Layne Elementary School for BSCTC to offer GED classes to adults in our community.

Contact Person(s):

Brian Akers, FRYSC Director (606) 478-9751
John A. Kidd, Principal (606) 478-9751


Principal


Director


Superintendent

Board Meeting Date: April 25, 2016

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: **Floyd County Adult Education** Telephone: **(606) 788-2827**

Representative's Name: **Dr. Jennifer Leedy**

Address: **1 Bert T. Combs Drive
Prestonsburg, KY 41653**

The above organization/individual requests the use of:

- ☐ auditorium ☐ gymnasium ☐ dining room/kitchen ☐ stadium
☐ classroom(s) _____ ☐ other, specify: **Family Resource Center**

Is the organization planning to use District-owned equipment? ☐ YES ☒ NO

If yes, specify equipment _____ Operator's Name _____

Is the organization planning to conduct sales on school premises? ☐ YES ☒ NO

If yes, give a complete description of what is being sold and how the proceeds will be used. _____

Building/school/facility: **Betsy Layne Elementary School**

Purpose: **teach adult education classes**

Date(s) requested: **Mondays** Time(s) Requested: **9:00-12:00**

Will public be admitted? ☒ YES ☐ NO

Will advertisement(s) be used? ☐ YES ☒ NO

Will admission be charged? ☐ YES ☒ NO

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

1. 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.
2. 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 insurance shall contain limits of \$1,000,000 for bodily injury and \$10,000 for property damage. A copy of the organization's insurance certificate shall be filed with the Board prior to the date the organization uses the building. The Board shall require the renting organization to assume all liability for injury to individuals by reason of the lease of Board property and that the organization indemnify and save harmless the Board from any loss or damage thereby.
3. 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.
4. 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.
5. To acknowledge that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.

SCHOOL FACILITIES

05.31 AP.21
(CONTINUED)Application and Agreement for Use of District Property**FEE SCHEDULE**

The organization agrees to pay the applicable fee(s) for the use of District facilities.

	# of Employees Required	# of Hours	Hourly Rate (Overtime at 1.5 times)	Total
Custodians	0	0	0	0
Food Service Employees	0	0	0	0
Supervisory Personnel	0	0	0	0
Other _____				
TOTAL PERSONNEL CHARGE				0

Property Used	Facility/ Equipment Fee	Personnel Cost, if applicable	Insurance cost, if applicable	Total Cost for Facility Use
Gymnasium at _____ school				
Auditorium at _____ school				
Cafeteria - Dining Room Kitchen Both at _____ school				
Classroom(s) Number _____ at _____ school				
Stadium at _____ school				
Other Property at Betsy Layne Elementary school	0	0	0	0

Dr. Jennifer Leedy
Signature - Representative of User Group

05-03-16
Date

Signature - Superintendent/designee

Date

IN THE EVENT SCHOOL IS CLOSED DUE TO WEATHER CONDITIONS, ALL SCHEDULED ACTIVITIES, WITH THE EXCEPTION OF DINNER MEETINGS, WILL BE CANCELED AND OPPORTUNITY TO RESCHEDULE OR REFUND RENTAL FEE(S) WILL BE MADE.

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? ☐ Yes ☐ No

Date Deposit Received _____ Balance Due \$ _____

Board employee(s) assigned: _____

Board Action Date, if applicable _____ Board Order # _____

Review/Revised: 9/29/11

Client#: 118612

41KCTCS1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2015


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 J Smith Lanier & Co-Lexington Powell-Walton-Milward P O Box 2030 Lexington, KY 40588	CONTACT NAME Lori Sprague PHONE (A/C NO, EXT) 800 796-3567 FAX (A/C, NO) 859 254-8020 E-MAIL ADDRESS
INSURED KCTCS Attn: Kella Gatewood 300 North Main St. Versailles, KY 40383-4092	INSURER(S) AFFORDING COVERAGE INSURER A Westfield Insurance Company NAIC # 24112 INSURER B INSURER C 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.																														
<table border="1"> <thead> <tr> <th>INSR LTR</th> <th>TYPE OF INSURANCE</th> <th>ADOL SUBR INSR WVD</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td>A</td> <td><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</td> <td></td> <td>CMM3295321</td> <td>07/01/2015</td> <td>07/01/2016</td> <td>EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 OTHER \$</td> </tr> <tr> <td>A</td> <td><input checked="" type="checkbox"/> AUTOMOBILE LIABILITY</td> <td></td> <td>CMM3295321</td> <td>07/01/2015</td> <td>07/01/2016</td> <td>COVERED SINGLE LIM. (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$</td> </tr> <tr> <td>A</td> <td><input checked="" type="checkbox"/> UMBRELLA LIAB</td> <td><input checked="" type="checkbox"/> OCCUP</td> <td>CMM3295321</td> <td>07/01/2015</td> <td>07/01/2016</td> <td>EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 PER STAFF \$ EL EACH ACCIDENT \$ EL DISEASE EA EMP/VEH \$ EL DISEASE POLICY LIT \$</td> </tr> </tbody> </table>	INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		CMM3295321	07/01/2015	07/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 OTHER \$	A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		CMM3295321	07/01/2015	07/01/2016	COVERED SINGLE LIM. (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUP	CMM3295321	07/01/2015	07/01/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 PER STAFF \$ EL EACH ACCIDENT \$ EL DISEASE EA EMP/VEH \$ EL DISEASE POLICY LIT \$		
INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		CMM3295321	07/01/2015	07/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 OTHER \$																								
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		CMM3295321	07/01/2015	07/01/2016	COVERED SINGLE LIM. (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUP	CMM3295321	07/01/2015	07/01/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 PER STAFF \$ EL EACH ACCIDENT \$ EL DISEASE EA EMP/VEH \$ EL DISEASE POLICY LIT \$																								

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

CERTIFICATE HOLDER FLOYDC2 Floyd County Board of Education 106 N. Front Avenue Prestonsburg, KY 41653	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 
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

SCHOOL FACILITIES

05.3 AP.1

Community Use of School Facilities

PRIMARY PURPOSE

School facilities are for the primary purpose of meeting the educational needs of school-age youth in the District. However, with reasonable policies and procedures, the school can assist the community in meeting social, civic, recreational, and cultural needs by effective utilization of school facilities.

PRIORITY FOR USE OF SCHOOL FACILITIES

Priority	Examples of Groups	Approval	Scheduling	Fees Charged	Proof of Liability Insurance
I - School Groups	<p>Educational programs that are an outgrowth of classroom instruction including, but not limited to, science fairs, plays, exhibits and concerts.</p> <p>Interscholastic activities including athletic teams, speech and debate, band competition and academic competition.</p> <p>Any school group that requires a faculty sponsor including, but not limited to, all school-sponsored clubs, homerooms, honor societies and student council.</p>	Principal/ designee	Principal/ designee	None	None required
II - School-Related Groups	<p>District Adult/Community education programs</p> <p>Parent-Teacher Association/ Organization</p> <p>Booster Groups - academic, athletic and band</p> <p>4-H Clubs</p> <p>Scout groups</p> <p>County Recreation Programs</p> <p>Little League and/or comparable groups including, but not limited to, YMCA</p> <p>Adult farmers</p>	Principal/ designee	Principal/ designee	Custodial fees, if designated in contract	<p>As specified in the contract</p> <p>NOTE: All external support/booster organizations are required to carry separate insurance for general liability with appropriate coverage to operate their organization. (Accounting Procedures for <u>Kentucky School Activity Funds</u>)</p>

SCHOOL FACILITIES

05.3 AP.1
(CONTINUED)

Community Use of School Facilities

PRIORITY FOR USE OF SCHOOL FACILITIES (CONTINUED)

Priority	Examples of Groups	Approval	Scheduling	Fees Charged	Proof of Liability Insurance
III - Community Interest Groups <i>Note: Board-approved employee must be present during the activity.</i>	Civic clubs Industrial groups Church groups Homemakers Farm Bureau Historical Society	Board	Principal/designee <i>Note: Continued use requires 2 weeks advance of first scheduled use.</i>	Usage and custodial fees, as designated in contract	As specified in the contract Organizations will be required to sign a release and indemnity agreement relieving the Board of any liability in accordance with Board Policy 05.3.
IV - Meetings of General Public <i>Note: Board-approved employee must be present during the activity.</i>	General meetings of various community groups including, but not limited to, political parties.	Board	Principal/designee	Usage and custodial fees, as designated in contract	As specified in the contract Organizations will be required to sign a release and indemnity agreement relieving the Board of any liability in accordance with Board Policy 05.3.

FOOD SERVICE

Eligible groups may contract for meals to be served in school dining areas. Use of kitchen equipment requires the presence of a School Food Service employee.

PUBLIC ELECTIONS

School facilities may be used for public elections without charge.

SPECIAL/EMERGENCY USE

Special/emergency use of facilities may be approved by the Superintendent/designee with explanation made to the Board at its next regular meeting.

Review/Revised: 7/22/13

Kentucky Community and Technical College System

MOMORANDUM OF AGREEMENT

BETWEEN

THE KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM

BIG SANDY COMMUNITY AND TECHNICAL COLLEGE

BSCTC-Floyd County Adult Education

AND

Betsy Layne Elementary School

("Affiliating Agency")

Purpose:

The purpose of this agreement is to establish locations and responsibilities between an off campus location manager/director and the Big Sandy Community and Technical College Adult Education/GED Program.

This agreement is effective as of _____.

General Responsibilities

1. KCTCS Colleges adhere to the policy of affirmative action to correct underrepresentation by minorities and do not discriminate on the basis of race, color, religion, national origin, marital status, disability, gender, sexual orientation, age, or political affiliation.
2. Teacher assignments, planned by the Program Director in consultation with the appropriate supervisory personnel, will be designed to meet the educational needs of the students and in accordance with available opportunities and experiences.
3. Teaching schedules shall be in accordance with the Adult Education curriculum and the Affiliating Agency's standard operation procedures.
4. It is understood and agreed to by all parties that teachers and staff of the College are not employees or agents of the Affiliating Agency. As such, they are not entitled to wages, workers' compensation, medical or liability insurance, or any other employee benefits for activities related to the adult education experience provided for under this agreement.
5. There will be no charge to the Adult Education Program or BSCTC for use of off-campus facilities.

College Staff will:

1. Become familiar with the Affiliating Agency and its policies prior to activation of programs participation.
2. Assist with the orientation of agency personnel to the aims, objectives, and educational methods of the program.
3. Maintain learning environment in a tidy and orderly fashion.

Affiliating Agency Responsibilities

Affiliating Agency will:

1. Provide a suitable learning environment conducive to educational experiences.
2. Maintain a safe environment for teacher and student.
3. Provide access to the facility as per prior agreed upon schedule.
4. Maintain environment that is suitably clean, well lit, warm in winter/cool in summer and free from excessive noise and distractions.
5. Handicap accessible

Duration and Review

This Memorandum of Agreement shall be effective from the date of its execution and shall be reviewed every three (3) month. Subject to such revisions as are mutually agreeable at the time of a review, the duration of the agreement shall be continuous. Either party may terminate the agreement at the end of any year (as measured from the date of execution) upon written notice of at least two (2) months in advance.

Applicable Law

This agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. Each party understands and agrees that the College is a Kentucky public agency and any and all allegations and claims for negligence against the college arising from actions taken under this agreement shall be brought before the Kentucky Board of Claims pursuant to KRS 44.070 et seq.

To the extent permitted by Kentucky law, each party agrees to indemnify the other party from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, resulting from, arising out of, or connected with the other party's failure to comply with the provisions of this Agreement, as well as liability arising solely through the negligence of the other party.

In Testimony whereof, Witness the duly authorized signatures of the parties hereto:

Affiliating Agency

Betsy Layne Elementary

Kentucky Community and Technical
College System
BSCTC—Floyd Co. Adult Ed.

[Signature] Principal 4-15-16
(Signature/Title/Date)

[Signature] 4-13-16
(President's Signature/Date)