

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

Sherry Robinson- Chair - District 5 Dr. Chandra Varia, Vice-Chair - District 2 Linda C. Gearheart, Member - District 1 William Newsome, Jr., Member - District 3 Rhonda Meade, Member - District 4

Date: September 22,

Consent Agenda Item (Action Item): Consider/Approve Bluegrass Championship Wrestling agreement and to use the gymnasium at Stumbo Elementary School to hold a wrestling event to raise money to help pay for the funeral of student killed in a car accident.

Applicable State or Regulations: Board Policies 05.21; 05.3; 05.31; 10.3

Background and Rationale: Special circumstances to help a family pay for a funeral.

<u>Budget/Financial Issues:</u> There are no foreseeable cost associated with this group using our facilities.

Recommended Action: To allow Bluegrass Championship Wrestling to use gymnasium at Stumbo Elementary.

Contact Person(s): Donna Robinson (606) 263-6200

Principal Director Superintendent



CERTIFICATE OF LIABILITY INSURANCE

DATE (ISMODYYYY) 07/24/2017

| | | | | | | | | 07/24/2017 |
|---|-----------|--|---|---|------------------------------|--|--|--------------------------|
| East Main Street Insurance Services, Inc. VMI Maddux | | | | ONLY AN HOLDER. | D CONFERS N THIS CERTIFIC | SUED AS A MATTER OF RIGHTS UPON THE ATE DOES NOT AME | HE ND, | CERTIFICATE EXTEND OR |
| PO 80x 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com | | | | ALTER THE COVERAGE AFFORDED BY THE POLICE INSURERS AFFORDING COVERAGE | | | NAIC# | |
| PI | SURED | | | | | | _ | 35378 |
| | | BLUEGRASS CHAMPIONS | HIP WRESTLING | INSURER 8 | | | | 3376 |
| | | Kenneth Cantrell | | INSURER C | | | | |
| ı | | 204 Depot Road Paitsville, KY 41240 | | INSURER D | | | _ | |
| | | Pattsvaid, K1 41240 | | INSURER E | | . | | |
| C | OVER | AGES | | NOOPETE. | \$2.40 EX | | | |
| 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | | SSUED OR |
| | MADD! | | POLICY NUMBER | POLICY EFFECTIVE | POLICY EXPIRATION | LMIT | 13 | |
| ۳ | 7 107 207 | GENERAL LIABILITY | | Citté limatéra A.I. | DATE (MARCONY) | EACH OCCURRENCE recusts | 1 | 1 000 000 |
| ĺΑ | Y | | 2005450 144225204 | 000 001 011 | 000 001 014 | ACOUR MUNIT & PROPERTY 2 MISSE | | 1,000,000 |
| | ' | CLAIMS MADE X OCCUR | 3DS5450-M1326204 | SEE BELOW | SEE BELOW | MED EXP (Any one person) | 5 | 5,000 |
| ı | | | | | | PERSONAL & ADV DUJURY | 1 | 1,000,000 |
| ı | | Host Liquor Liability | | | | GENERAL AGGREGATE | 3 | 2,000,000 |
| ı | | GENL AGGREGATE LINIT APPLIES PER | | | | PRODUCTS - COMP.OP AGG | 3 | 1.000,000 |
| ı | | X POUCY ZCT LOC | | | | DEDUCTIBLE | 3 | 1,000 |
| | | Retail Liquor Liability | | | | | 3 | |
| | | ANY AUTO | | | | COMBINED SINGLE LIMIT (Ex accident) | 3 | |
| | | ALL OWNED AUTOS SCHEDULED AUTOS | | | | BCD/LY INJURY (Per person) | 1 | |
| | | ZOTUA CERTH ZOTUA CENTHONONON | | | | BODILY INJURY (Per accident) | 5 | |
| | | | | | E 100000000 | PROPERTY DAVAGE (Per account) | 5 | |
| | 1 | GARAGE LIABILITY | 12000 | 2 | | AUTO ONLY - EA ACCIDENT | 5 | |
| | | ANY AUTO | | | l i | OTHER THAN EA ACC | 5 | |
| ┝ | + | | | | | AUTO ONLY: AGG | 3 | |
| ı | | EXCESSUMBRELLA LIABILITY | | | | EACH OCCURRENCE | 3 | |
| | | OCCUR CAMSHAGE | | | | AGGREGATE | 3 | |
| | | <u> </u> | | | × 1 | | 3 | |
| | | DEDUCTIBLE | | | | | 5 | |
| ⊢ | + | RETENTION \$ | | | | | 3 | |
| | | RICERS COMPENSATION AND PLOYERS' LIABILITY | | 1 | | TORY LIMITS ER | | |
| | | PROPRIETOR PARTNER/EXECUTIVE | | | | ELL EACH ACCIDENT | 8 | |
| | OFF | ICERMENBER EXCLUDED? | | | | EL DISEASE - EA EMPLOYEE | 5 | |
| | | s, describe under CIAL PROVISIONS below | | | | EL DISEASE - POLICY LIMIT | 5 | |
| | OTH | ER | | | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Certificate holder listed below is named as additional insured per arached CG 20 26 07 04 for the following dates: 01/07/2017, 01/21/2017, 02/04/2017, 02/11/2017, 02/11/2017, 03/04/2017, 04/08/2017, 04/15/2017, 05/06/2017, 05/06/2017, 06/03/2017, 07/04/2017, 07/04/2017, 07/05/2017, 08/05/2017, 08/12/2017, 09/02/2017, 09/02/2017, 09/02/2017, 10/07/2017, 10/20/2017, 10/21/2017, 11/04/2017, 11/11/2017 & 12/02/2017. Attendance: 750, Event Type: Wrestling Event. | | | | | | | | |
| CERTIFICATE HOLDER CANCELLATION | | | | | | | | |
| Quaker Steak & Lube 2931 Mountaineer Blvd. Charleston, WV 25309 | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPRIATION DATE THEREOF, THE ISSUING INSURER WILL EMBEAUGHED MAR. 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER HAMED TO THE LEFT, BUFFMANTE-10-00-00-01-14-4-4-00-00-00-01-14-4-4-00-00-00-01-14-4-4-00-00-00-01-14-4-4-4- | | | | | |
| | | | | | | | | |
| | | | AUTHORIZED REPRESENTATIVE | | | | | |

Bluegrass Championship Wrestling

Letter of Agreement

| This is a letter of Agreement will serve as a binding contract between Bluegrass Championship |
|---|
| Wrestling, hereinafter known as BCW and, hereinafter |
| known as the Sponsor, Whereby BCW and the Sponsor wish to present a card of Professional |
| Wrestling on the date of, atbeginning at |
| , the parties agree as follow: |
| After percent of the Kentucky State tax, BCW will receive of all receipts. The |
| Sponsor will receive percent of all receipts. |
| Final settlement between BCW and Sponsor is to be strictly in Cash. |
| BCW shall provide and bear the cost of the following items. |
| A card of professional wrestlers. "All wrestlers will be licensed by the KBWA." |
| A professional wrestling ring, ring crew, their transportation. |
| A licensed Referee. |
| A public address system and ring announcer. |
| Provide all tickets and posters for the event. |
| Sponsor will be responsible for the following items: |
| Suitable facility for the event, including any rental and or janitorial charges. |
| Necessary manpower for the concession area and items for concession. |
| Ring side chairs "minimum number of chairs 100." |
| The doors will open no later than one hour before the starting time of the event. In addition, BCW reserves the right to allow own concessionaire to sell souvenir items the night of the event and proceeds therein shall be excluded from any provisions of this letter of agreement. |
| The Ring Crew will have access to the building at on the day of the event. Will be mucks The sponsor of the event to held harmless as the law of Kentucky will allow. |

This Letter of agreement shall take effect and be enforceable as a Bluegrass Championship Contract.

| Sponsor | Date | | | |
|---------|------|--|--|--|
| | | | | |
| For BCW | Date | | | |

SCHOOL FACILITIES 05.31 AP.21

Application and Agreement for Use of District Property

<u>NOTE:</u> 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 Bluegres Change with Telephone 606 75 3 | | | | | | |
|--|--|--|--|--|--|--|
| Representative's Name Lurg Cantall (454) | | | | | | |
| Address <u>30</u> | Address 20+ Depol RD Paintsville Ky41240 | | | | | |
| The above organization/individual requests the use of: | | | | | | |
| ☐ auditorium ☑ gymnasium ☐ dining room/kitchen ☑ stadium | | | | | | |
| ☐ classroom(s) | dother, specify | | | | | |
| Is the organization planning to us | e District-owned equipment? 🖾 YES 🗖 NO | | | | | |
| If yes, specify equipment Um | Operator's Name Lise Can 1, 0 // | | | | | |
| 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 Stumbo Elm 3chool | | | | | | |
| Purpose fundique | | | | | | |
| Date(s) requested Time(s) Requested | | | | | | |
| 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.

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 | | | |
| Food Service Employees | 0 | | | |
| Supervisory Personnel | 0 | | | |
| Other | 0 | | | |
| | | TOTAL PERSONNEL CHARGE | | |

| Property Used | Facility/ Equipment Fee | Personnel Cost, if applicable | Insurance cost, if applicable | Total Cost for Facility Use |
|--------------------------------------|-------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| Gymnasium | | | | |
| at Stumbo Flem school | 0 | 0 | 0 | 0 |
| Auditorium | | | | |
| atschool | | | | |
| Cafeteria - Dining Room Kitchen Both | | | | |
| atschool | | | | |
| Classroom(s) Number | | | | |
| atschool | | | X | |
| Stadium | | | | |
| atschool | | | | |
| Other Property | | | | |
| atschool | | | | |

| Liva Cantrell | 9-22-17 |
|--|---------|
| Signature - Representative of User Group | 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 🗅 N | | | | | |
| Date Deposit Received | Balance Due \$ | | | | |
| Board employee(s) assigned: | | | | | |
| Board Action Date, if applicable | Board Order # | | | | |
| | | | | | |

Review/Revised:9/29/11