



**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](http://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:** August 2, 2018

**Consent Agenda Item (Action Item):**

Consider Retroactive Approval for the use of Renaissance Learning Center Gymnasium by Outlaws Basketball from August 1, 2018 till the closing of the RLC Gym due to opening of the New RLC facility.

**Applicable State or Regulations:**

Board Policy 05.31 states an application and agreement for use of district property must be approved by the Floyd County Board of Education.

**Background and Rationale:**

Outlaws Basketball requests the use of the RLC Gymnasium for the purpose of practicing/playing basketball.

**Budget/Financial Issues:**

Minimal cost for the district-only the use of electricity for lighting will be used. Outlaws Basketball maintains the proper insurance as required by board policy and has agreed to pay for any damages that may occur.

**Rationale:**

This Program will provide an opportunity for kids to be involved in activities that will teach them important aspects to life including being part of a team, character development, as well as being the first step in leading a healthy lifestyle.

**Recommended Action:**

Approve the facility use agreement with Outlaws Basketball.

**Contact Person(s):**

Todd Howard (606) 791-2513

  
Superintendent

### 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>Atlanta Basketball</u>		Telephone <u>791-2513</u>
Representative's Name <u>Todd Howard</u>		
Address <u>2552 14th Rte 550 Pyramid 41653</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 type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
If yes, specify equipment _____ Operator's Name _____		
Is the organization planning to conduct sales on school premises? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
If yes, give a complete description of what is being sold and how the proceeds will be used. _____		
Building/school/facility <u>Renaissance Learning Center Gym</u>		
Purpose <u>Athletic Training</u>		
Date(s) requested <u>8-1-18 to 12-31-18 as whenever</u>		Time(s) Requested <u>Daily Except</u>
Will public be admitted?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<u>School closes and goes to New RLC. They don't want to use New gym.</u>
Will advertisement(s) be used?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<u>Thursdays &amp; Tuesdays</u>
Will admission be charged?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> 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				
Food Service Employees				
Supervisory Personnel				
Other _____				
TOTAL PERSONNEL CHARGE				

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 - <input type="checkbox"/> Dining Room <input type="checkbox"/> Kitchen <input type="checkbox"/> Both at _____ school				
Classroom(s) Number _____ at _____ school				
Stadium at _____ school				
Other Property at _____ school				

*7/11/18*  
Signature - Representative of User Group

8-2-18  
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.

# Certificate of General Liability & Accident Medical Insurance

DATE (MM/DD/YYYY)  
08/02/2018

PRODUCER Phone: (800) 747-9573 Fax: (303) 422-1276  
The Camp Team  
9035 Wadsworth Pkwy., Suite 3840  
Westminster, CO 80021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

INSURED Sports and Recreation Providers Assoc. (purchasing group) and its members.  
HF Farms, LLC  
2552 KY Route 850  
Pyramid, KY 41657

INSURER A: United States Fire Ins. Co.	21113
INSURER B: United States Fire Ins. Co.	21113
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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.

INSR LTR	ADDL INFO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	SRPGAPML-101-0718	08/02/2018	08/02/2019	EACH OCCURRENCE	\$ 1,000,000
	X	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 300,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 0
	X	INC ATHLETIC PARTICIPANTS				PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 1,000,000
						PRODUCTS-COMP/OP AGG.	\$ 1,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		HIRED AUTOS					
		NON-OWNED AUTOS					
B		ACCIDENT MEDICAL	To Be Determined	08/02/2018	08/02/2019	MAXIMUM MEDICAL BENEFIT PER CLAIM	\$ 10,000
	X	Excess To Primary Health Ins.				ACCIDENTAL DEATH & DISMEMBERMENT	\$ 2,500
		Policy will not cover primary health insurance deductibles, co-pays, program limits, or out of network care. If injured party does not have primary care, excess coverage becomes primary.					
	X					DEDUCTIBLE PER CLAIM	\$ 500
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
OTHER:							

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

Basketball

Additional Insured(s): Floyd County Board of Education are/is added as additional insured in regards to the operations of the insured.

## CERTIFICATE HOLDER

Floyd County Board of Education  
106 North Front Ave.  
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

*Harold Leid*

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