

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

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

Date: January 9, 2020

Consent Agenda Item (Action Item): Consider/Approve the use of South Floyd Elementary School's Track by the Alice Lloyd College for track practice from early February through first week of May 2020.

<u>Applicable State or Regulations</u>: Board Policy 05.3 requires that use of facilities be approved by the board of education.

Budget/Financial Issues: There will be no cost for the school or district.

Background and Rationale: Alice Lloyd College Track Team needs a place to practice.

Recommended Action: Approve the facility use agreement between Floyd County Board of Education and Alice Lloyd College.

Contact Person(s): John Driskill @ 1-606-368-6025 or 1-606-568-8903

Brook Move

Principal Director Superintendent

05.3 (CONTINUED)

Community Use of School Facilities

CONTINUED USE

Applications for continued use of buildings and facilities by community groups shall require Board approval. The group shall also be required to submit a time-limit statement as requisite for Board consideration of request. No agreement for continued use shall be of more than six (6) months' duration. Any group requesting continued use of Board facilities shall provide proof of site ownership. Groups receiving approval for continued use shall file a schedule of use with the Principal at least two (2) weeks in advance of the first scheduled use of the facility.

EXCEPTION

Activities that are sponsored by approved student organizations, faculty groups, or school-related parent groups may use school facilities without charge when approved by the Principal and supervised by school personnel. These include the following:

- 1. Use by School-Sponsored Groups At a time scheduled in advance with the Principal, school- sponsored groups may hold regular meetings in school building without charge to the organization.
- 2. Elections School facilities may be used without charge for public elections.
- 3. Emergency Use Upon request by legitimate and/or responsible organizations, the Superintendent or designee is authorized to permit emergence 'l school facilities in time of emergency, crisis, or catastrophic site
- 4. Law Enforcement/Safety Officers enforcement or safety officeroperations are eligible for facilia
- 5. Community Service Individual activities as defined by the school

RESTITUTION FOR DAMAGES

Groups or organizations shall reimburse the B school property lost, stolen, damaged, or vanda

REFERENCES:

¹KRS 162.055

KRS 160.290; KRS 160.293

KRS 160.340; KRS 162.050

OAG 60-389; OAG 80-78

P. L. 107-110 (No Child Left Behind Act of 20

20 U.S.C. § 7905 (Boy Scouts of America Equa.

RELATED POLICIES:

05.31; 10.3

Adopted/Amended: 07/30/2012

Order #: 17494

... Act)

05.3

Community Use of School Facilities

WHO MAY USE

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. School facilities shall not be used for personal activities. Commercial activities are allowed by school groups for purposes which benefit the school and its students.

The Board may authorize the use of school property by public members of the community during non-school hours for the purpose of recreation, sport, academic, literary, artistic, or community uses as defined in KRS Chapter 162 pursuant to this and other policies adopted by the Board and related procedures established by the Superintendent. ¹

The Board shall establish annually a schedule of fees for community use of facilities.

AVAILABILITY

Principals, acting within Board guidelines, shall schedule the use of facilities.

APPLICATION AND CONTRACT

The Board shall adopt an official application form and an official rental contract, both of which shall detail the conditions of usage. Persons authorized to represent officially the renting organization must sign the application and contract. Approval of a request to use District facilities does not signify District sponsorship, endorsement or approval of an organization or activity.

LIABILITY

The Board shall require a 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.

INSURANCE

The community group shall provide a certificate of liability insurance naming the Board as additional insured under the policy for the activity.

ADMISSION FEES

Except when admission charges and net proceeds benefit civic or charitable causes, no admission charges shall be made or donations solicited or accepted for attendance at or participation in any non-school event which is held at any Board-owned facility.

USE BY COMMUNITY GROUPS

Community groups shall pay a fee to cover cost of utilities and custodial care when use of the buildings is at a time the buildings are normally closed. An approved Board employee must be present during use of school buildings by community groups. The school employee shall be paid overtime wages, if applicable, and shall in no way be responsible for the conduct of the persons present. The community group using the facility shall be responsible for any applicable overtime wages.

05.31 AP.21

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 Dec. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 2 2 2 5								
Name of Sponsoring Organization/Activity Alice Lloyd College Tradtelephone 423-646-3795 Representative's Name John Drisk!!								
Address 100 Purpose Rd. Pippa Passes, KY 41844								
The above organization/individual requests the use of:								
☐ auditorium ☐ gymnasium ☐ dining room/kitchen ☐ stadium								
Classroom(s) Bother, specify South Flord Middle Track								
Is the organization planning to use District-owned equipment? TYES 2 NO								
	Operator's Name							
Is the organization planning to co	onduct 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		_						
Purpose								
Date(s) requested Feb 20.	20 - June 2020 Time(s) Requested 1-5 pm	_						
Will public be admitted?	□ YES Q 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/designce 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.
- 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.

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				<u> </u>
Other				
		TO	TAL PERSONNEL CHARGE	

Property Used	Facility/ Equipment Fee	Personnel Cost, if applicable	Insurance cost, if applicable	Total Cost for Facility Use
Gymnasium				
atschool				
Auditorium				
atschool				
Cafetería - 🗆 Dining Room 🗆 Kitchen 🗀 Both				
atschool				
Classroom(s) Number				
atschool			'	
Stadium				
atschool				
Other Property				
atschool				

	(me)	01-10-19
	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.

05.31 AP.21 (CONTINUED)

Application and Agreement for Use of District Property

For Office Use Only - To be Completed by School Official						
Cost for use of District property S	Cost for school employee S Total cost S					
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

ACORD

ALICLLO-01

BHAZEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

_							9010-111	OL.		1/15/2020
E	THIS CERTIFICATE IS ISSUED AS A EERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN EEPRESENTATIVE OR PRODUCER, A	SURAN	CE DOES	S NOT CONSTI	IU, EXIL					HOLDER. THIS
II	MPORTANT: If the certificate holds SUBROGATION IS WAIVED, subje- nis certificate does not confer rights to	ris an A	ADDITION	AL INSURED, ti	ne policy(NAL INSURED y require an enc	provisions lorsement.	or be endorsed. A statement on
	DUCER	o ute ci	iruncate	loider in lieu of	<u>suçn end</u>	orzementíe).			12
,	vling Green/ AssuredPartners NL				NAME:	T Lora Th	ompson		42 30	
194	5 Scottsville Rd., Suite 100				(A/C, No	, Ext): (270)	393-6215 6	215	(A/C, No): (2	70) 781-3908
Bo	viing Green, KY 42104				ADDRES	s: lora.tho	mpson@as	suredpartner	s.com	7-4
						25 IN	SURER(S) AFFO	RDING COVERAGE		NAIC #
					INSURE		Insurance		-	38970
INSI	IRED						ath Mutual	Zin di Branch		
	Alice Lloyd College				INSURE			0 50		16273
	100 Purpose Road				1		and testing			1 9 mari
	Pippa Passes, KY 41844				INSURE		2.00		e	-
					INSURE				(0.0)	1
	1201010				INSURE	IF:				
			TE NUMI					REVISION NU	MBER:	
C	HIS IS TO CERTIFY THAT THE POLICI IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PERTAI	N, THE II S. LIMITS	LICH ON CONDIN	UN UF A	TIE DONIRA	UT OR OTHER	R DOCUMENT WI	VE FOR THE TH RESPEC UBJECT TO	E POLICY PERIOD T TO WHICH THIS ALL THE TERMS,
INSA LTR	TYPE OF INSURANCE	ADDL SU	BR /D	POLICY NUMBER	1000	POLICY EFF	POLICY EXP	1	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY					LINE VIETTI			28 11	1,000,000
	CLAIMS-MADE X OCCUR	X	8502W	SI0378822		7/1/2019	7/4/2020	DAMAGE TO RENT	CE \$	
	1	1		010010022		11112013	7/1/2020	DAMAGE TO RENT PREMISES (Ea occ		500,000
	Comment of the contract of the							MED EXP (Any one	person) \$	5,000
		((PERSONAL & ADV	ONJURY \$	1,000,000
	GENT AGGREGATE LIMIT APPLIES PER:		2.5				T.	GENERAL AGGRE	GATE \$	3,000,000
	POLICY PRO LOC	33	1		1			PRODUCTS - COM	P/OP AGG S	3,000,000
	OTHER:	E 12					<u> </u>	Empl Ben Agg		3,000,000
Α	AUTOMOBILE LIABILITY					-		COMBINED SINGLE (Es accident)	E LIMIT S	2,000,000
	X ANY AUTO		1002W	SI0378832	. 1	7/1/2019	7/1/2020	BODILY INJURY (P		11.0
	OWNED AUTOS ONLY X HIDS ONLY X AUTOS ONLY X AUTOS ONLY				1			1.		
								BODILY INJURY (P. PROPERTY DAMA((Per accident)	ar accident), \$	-
								(Per accident)		
Α	UMBRELLA LIAB COCCUR	0 0							- \$	40 400 000
	X EXCESS LIAB CLAIMS-MADE		4602WSI6378882			7/1/2019	7/1/2020	EACH OCCURREN	CE \$	10,000,000
		- 8			1/1/2019		1112020	AGGREGATE	5.225	10,000,000
В	WORKERS COMPENSATION	17							\$	
-	AND EMPLOYERS' LIABILITY	18		WC1000000158-2020A		1/1/2020	1/1/2021	X PER STATUTE	OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	WC100					E.L. EACH ACCIDE	2.00	2,000,000
	(Mandetory In NH)		Mrs.					E.L. DISEASE - EA		2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below									2,000,000
		411	(4)		- 1			E.L. DISEASE - POL	CY LIMIT . S	2,500,000
		10 pr			i				1	
								Ï.	-	
DESI	CHRITIAN OF OBCRATIONS / DOATIONS / VICINIO	F9 (4.00	70 404 44				1)			
Edu	RIPTION OF OPERATIONS / LOCATIONS / VEHICL sators Legal Liability Coverage: \$1,000	.000 Occ	RD 101, Add / \$3,000.	Monal Remarks Scher 000 Args, \$10 000	dule, may be I deductibl	attached If mor	o spece la requi	red)		
Cert	ficate Holder is listed as Additional Ins	ured in a	egards to	the insured's us	e of the tr	ack facilities	at Floyd Co	unty schools as	required by	written contract
							-	-		
CEI	RTIFICATE HOLDER									
UEI	KITHICKTE HOLDEK				CANC	ELLATION				
					1					
Floyd County Board of Education				8HOU	LD ANY OF	HE ABOVE D	ESCRIBED POLIC	IES BE CAN	CELLED BEFORE	
				ACCC	RDANCE WI	THE POLICE	IEREOF, NOTICE CY PROVISIONS.	: WILL BE	DELIVERED IN	
	106 North Front Avenue Prestonsburg, KY 41653									i
					AUTHOR	ZED REPRESE	NTATIVE	·		
						S. I				
					1 /4/2	K. L				

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.