



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

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

**Consent Agenda Item (Action Item):** Consider/Approve retroactive the use of the Central Office gymnasium by Knott Central High School for the 2022-23 school year.

**Applicable State or Regulations:** 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:** Recent historical flooding has left Knott Central without a gymnasium for games and practices.

**Recommended Action:** Approve the facility use agreement between Floyd County Board of Education and Knott County Schools.

**Contact Person(s):** Anna Shepherd, Superintendent

N/A  
Principal

N/A  
Director

Anna W. Shepherd  
Superintendent

**Date:** August 12, 2022

**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>Knott Co. Band &amp; Ed.</u>		Telephone <u>606.785.7777</u>
Representative's Name <u>Brent Heaver</u>		
Address <u>1156 Hindman, Hypers, Hiadman, KY 41522</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>Allen Central HS</u>		
Purpose <u>Volleyball</u>		
Date(s) requested <u>8-24-22 / 10-15/22</u>		Time(s) Requested <u>6:00-8:00 PM</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:

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				

\_\_\_\_\_  
*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 ☐ No

Date Deposit Received \_\_\_\_\_ Balance Due \$ \_\_\_\_\_

Board employee(s) assigned: \_\_\_\_\_

Board Action Date, if applicable \_\_\_\_\_ Board Order # \_\_\_\_\_

Review/Revised:9/29/11

**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.<sup>1</sup>

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.

**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 emergency use of all school facilities in time of emergency, crisis, or catastrophic situations.
4. *Law Enforcement/Safety Officers* - Individuals who can be classified as law enforcement or safety officers and who volunteer their time to assist in school operations are eligible for facility usage.
5. *Community Service* - Individuals or groups who are involved in community service activities as defined by the school principal are eligible for facility usage.

**RESTITUTION FOR DAMAGES**

Groups or organizations shall reimburse the Board for any repair of damages to or replacement of school property lost, stolen, damaged, or vandalized while under their care.

**REFERENCES:**

<sup>1</sup>KRS 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 2001)  
20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)

**RELATED POLICIES:**

05.31; 10.3

Adopted/Amended: 07/30/2012  
Order #: 17494



KNOTCO-P08

JTROLL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/15/2022

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 have ADDITIONAL INSURED provisions or 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 Houchens Insurance Group 505 Wellington Way, Suite 275 Lexington, KY 40503	CONTACT NAME: PHONE (A/C, No, Ext): (859) 296-4580 FAX (A/C, No): (859) 296-4583 E-MAIL ADDRESS:
INSURED Knott County Board of Education 1156 Hindman Bypass P.O. Box 869 Hindman, KY 41822	INSURER(S) AFFORDING COVERAGE INSURER A: Emcasco Insurance Company NAIC # 21407 INSURER B: Kentucky Employers' Mutual Insurance 10320 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6D05266	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eq. OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6E05266	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Eq. Accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		6J05266	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	386536	7/1/2022	7/1/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Floyd County Board of Education	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 
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ACORD 25 (2016/03)

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