

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 the Prestonsburg Elementary School PTA and the included facility use agreement for the 2022-23 School Year and consider/approve PTA school-wide fundraisers.

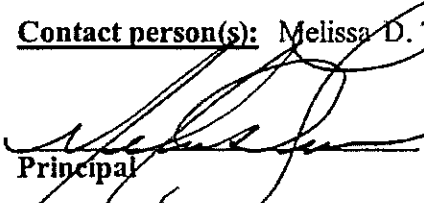
Applicable State or Regulations: Floyd County Board of Education Policy #9.33 - Fundraising Activities – All school-wide fundraising must be approved by the Board of Education.

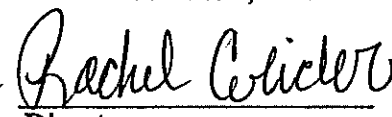
Fiscal/Budgetary Impact: No financial issues for the district.

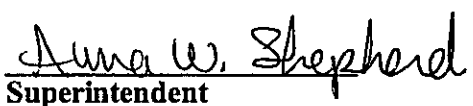
History/Background: Prestonsburg Elementary School PTA is an organization that works to assist the staff, students, and overall school atmosphere through fundraising, developing activities and rewards for academic and attendance achievements. The Prestonsburg Elementary School PTA has the following fundraising activities scheduled for the 2022-23 school year and request board approval: Fall Fundraiser, Santa Shop, Book Fair, Junior League Basketball, Spring Fundraiser and School Dances.

Recommended Action: Approve Prestonsburg Elementary to work with the Prestonsburg Elementary PTA in school-wide fundraising.

Contact person(s): Melissa D. Turner 606-886-3891, Ext. 2601


Principal


Director


Superintendent

Date: 08/24/2022

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>Ky PTA, Frankfort</u> Telephone _____	
Representative's Name <u>PES PTA</u>	
Address <u>140 So. Clark Drive Prestonsburg, Ky 41653</u>	
The above organization/individual requests the use of:	
<input type="checkbox"/> auditorium <input checked="" type="checkbox"/> gymnasium <input checked="" type="checkbox"/> dining room/kitchen <input type="checkbox"/> stadium <input checked="" type="checkbox"/> classroom(s) _____ <input type="checkbox"/> other, specify _____	
Is the organization planning to use District-owned equipment? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
If yes, specify equipment _____ Operator's Name _____	
Is the organization planning to conduct sales on school premises? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
If yes, give a complete description of what is being sold and how the proceeds will be used. _____	
<u>Concession - used for benefit of students</u>	
Building/school/facility <u>Prestonsburg Elementary School.</u>	
Purpose <u>Basketball Learning League</u>	
Date(s) requested <u>5/4 2022-23</u>	Time(s) Requested <u>?</u>
Will public be admitted?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Will advertisement(s) be used?	<input checked="" type="checkbox"/> YES <input 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:

- 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.
- 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.
- 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.
- 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	N/A	N/A	N/A	
Food Service Employees	N/A	N/A	N/A	
Supervisory Personnel	N/A	N/A	N/A	
Other _____	N/A	N/A	N/A.	
TOTAL PERSONNEL CHARGE				N/A.

Property Used	Facility/ Equipment Fee	Personnel Cost, if applicable	Insurance cost, if applicable	Total Cost for Facility Use
Gymnasium at <u>Fundraiser</u> school	N/A	N/A	N/A	N/A
Auditorium at <u>N/A.</u> school	N/A	N/A	N/A	N/A
Cafeteria - <input checked="" type="checkbox"/> Dining Room <input type="checkbox"/> Kitchen <input type="checkbox"/> Both at <u>Dance @ PES</u> school	N/A	N/A	N/A	N/A
Classroom(s) Number <input checked="" type="checkbox"/> at <u>Fall Festival</u> school	N/A	N/A	N/A	N/A
Stadium at <u>N/A.</u> school	N/A	N/A	N/A	N/A
Other Property at <u>School Grounds</u> school	N/A	N/A.	N/A	N/A.

Daphne A. Elliott
Signature - Representative of User Group

08/24/2022
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? <input type="checkbox"/> Yes <input type="checkbox"/> 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. 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.

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:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/25/2023

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 Hall & Clark Insurance 132 S. Lake Dr # 101 Prestonsburg, KY 41653	CONTACT NAME: Joan Gibson PHONE (A/C, No. Ext.): 606-886-2318 FAX (A/C, No.): 606-886-2351 E-MAIL ADDRESS: joan@hallclark.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED PES PTA 140 S Clark Dr Prestonsburg, KY 41653	INSURER A: Fireman's Fund Insurance Company NAIC #: 21873	
	INSURER B: Nationwide Life Insurance Company NAIC #: 66869	
	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	ADDITIONAL ISSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	UST022053220 NPATA00032297	1/26/2023	1/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ 1,000,000 MEDICAL EXPENSE \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOF AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTIONS:		UST022053220 NPATA00032297	1/26/2023	1/26/2024	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS OTHER:
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured: / Sexual Misconduct Liability Included. Event Description: PTA Start Date: 1/26/2023 End Date: 1/26/2024

CERTIFICATE HOLDER Floyd County Board of Education 442 KY RT 550 Eastern, KY 41622	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 Robert V. Nuccio <i>Robert V. Nuccio</i>
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