



Anna Whitaker Shephard, Superintendent  
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Eastern, KY 41622  
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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):**

Approve the Facility Use Agreement submitted by Nelson-Frazier funeral home to use the Prestonsburg High School gymnasium.

**Applicable State or Regulations:**

FCS Board Policy 9.33  
FCS Board Policy 4.312  
KRS 158.290

**Fiscal/Budgetary Impact:**

No additional cost.

**History/Background:**

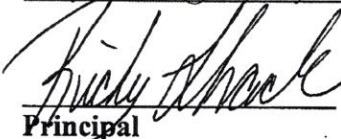
Organizations have the ability to use district facilities if they follow all district policies and procedures.

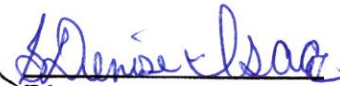
**Recommended Action:**

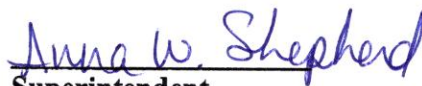
The administration of Prestonsburg High School requests the board approve the Facility Use Agreement submitted by Nelson-Frazier funeral home to use the Prestonsburg High School gymnasium.

**Contact Person(s):**

Ricky Thacker, Principal  
(606) 886-2252  
[ricky.thacker@floyd.kyschools.us](mailto:ricky.thacker@floyd.kyschools.us)

  
Principal

  
Director

  
Superintendent

**Date:** 8-15-2023

SCHOOL FACILITIES

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 Nelson Funeral F. H. Telephone (606) 285-5155

Representative's Name Sandra Nelson

Address PO Box 1409 Martin, Ky 41649

The above organization/individual requests the use of:

auditorium  gymnasium  dining room/kitchen  stadium

classroom(s) \_\_\_\_\_  other, specify \_\_\_\_\_

Is the organization planning to use District-owned equipment?  YES  NO

If yes, specify equipment Sound System Operator's Name \_\_\_\_\_

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 PHS Gymnasium

Purpose Funeral

Date(s) requested July 28, 2023 Time(s) Requested 11am - 4pm

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:

- 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.

SCHOOL FACILITIES

05.31 AP.21  
(CONTINUED)

**Application and Agreement for Use of District Property**

<b>For Office Use Only - To be Completed by School Official</b>		
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

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 <u>PALS</u> school				
Auditorium at _____ school				
Cafeteria - Dining Room - Kitchen - Both at _____ school				
Classroom(s) Number _____ at _____ school				
Stadium at _____ school				
Other Property at _____ school				

Dandra Nelson  
Signature - Representative of User Group

7/24/23  
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.