



DEPARTMENT OF FACILITIES

DANNY CLEMENS, DIRECTOR
TRACY PARSLEY, MAINTENANCE SUPERVISOR
THOMAS STOKES, CUSTODIAL SUPERVISOR
GEORGE BROCK, ENERGY MANAGER

MEMO

TO: Jesse Bacon
FROM: Danny Clemens
DATE: December 5, 2024
RE: Agenda item for December 16, 2024

Tiffany Shirley of Emergence Studio of Performing Arts is requesting to use Mt. Washington Middle on December 7th or 8th for a Studio Recital and Generals Dance Team Showcase.

A copy of insurance is included.

I recommend they be able to use the facility for their Studio Recital and Dance Team Showcase.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

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. 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 Emergence Studio of Performing Arts Telephone 5022968433

Representative's Name Tiffany Shirley

Address 9000 HWY 44 EAST MOUNT WASHINGTON, KY 40047

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 _____ 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 C Mt. Washington Middle

Purpose STUDIO RECITAL & GENERALS DANCE TEAM SHOWCASE

Date(s) requested DECEMBER 7TH OR 8TH Time(s) Requested 2PM-5 / 6PM APPROX

Will public be admitted? ☒ YES ☐ NO If yes, please explain FAMILIES AND FRIENDS OF STUDENTS WILL ATTEND.

Will advertisement(s) be used? ☐ YES ☐ NO If yes, please explain _____

Will admission be charged? ☐ YES ☒ NO If yes, please explain _____

When using school facilities, this organization agrees to observe the following:

1. To schedule with the Superintendent/designee 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.

Application and Agreement for Use of District Property

For Office Use Only - To be Completed by School Official			
Cost for use of District property \$ <u> </u>	Cost for school employee \$ <u> </u>	Total cost \$ <u> </u>	
Deposit \$ <u> </u>		Is deposit refundable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date Deposit Received <u> </u>		Balance Due \$ <u> </u>	
Board employee(s) assigned: <u> </u>			
Board Action Date, if applicable <u> </u>		Board Order # <u> </u>	
Date of Use <u> </u>		Length of Time <u> </u>	

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	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Food Service Employees				
Supervisory Personnel				
Other <u> </u>				
TOTAL PERSONNEL CHARGE				

Property Used	Facility/ Equipment Fee	Personnel Cost, if applicable		Total Cost for Facility Use
Gymnasium at <u>MWMS</u> school	<u> </u>	<u> </u>		<u> </u>
Auditorium at <u> </u> school				
Cafeteria Dining Room Kitchen Both at <u> </u> school				
Classroom(s) Number <u> </u> at <u> </u> school				
Stadium at <u> </u> school				
Other Property at <u> </u> school				

Application and Agreement for Use of District Property**RATES FOR DISTRICT FACILITY USE**

(The Principal of the school may set additional charges if not specifically stated.)

ALL PURPOSE ROOM

- \$30 for up to 3 hours, \$5 per hour each additional hour

AUDITORIUM

- \$50 for up to 3 hours, \$10 per hour each additional hour

GYMNASIUM

- \$50 for up to 3 hours, \$10 per hour each additional hour

CAFETERIA

- \$30 per hour

KITCHEN

- \$50 per hour, SFS personnel must be present and paid at a rate of time and a half

KITCHEN AND CAFETERIA

- \$80 per hour, SFS personnel must be present and paid at a rate of time and a half

OUTSIDE PROPERTIES

- \$30 for elementary/middles schools
- \$50 for high schools

Tiffany Shirley

Signature - Representative of User Group

09/26/2024

Date

T. M. Kelly

Signature - Superintendent/Designee

10/31/24

Date

IN THE EVENT SCHOOL IS CLOSED DUE TO WEATHER CONDITIONS, ALL SCHEDULED ACTIVITIES, WITH THE EXCEPTION OF DINNER MEETINGS, WILL BE CANCELED AND THE OPPORTUNITY TO RESCHEDULE OR REFUND RENTAL FEE(s) WILL BE MADE.

Review/Revised:7/19/11

ENDORSEMENT #2

This endorsement, issued by **Mount Vernon Fire Insurance Company** to **EMERGENCE STUDIO OF PERFORMING ARTS** forms a part of Policy Number **NPP2589509** effective on **12/4/2024** (MO. DAY YR.) at 12:01 A.M.

Add/Remove/Amend Coverage

In consideration of **no change in premium**** it is hereby agreed and understood that the policy is amended with the following changes:

A Minimum Premium was applied in the calculation of the **Premium.

LOCATIONS:

Loc. #	Address	Territory
1	9000 Hwy 44, Mount Washington, KY, 40047	003
Covered Causes of Loss: Special		Fire Code: 0832
Construction: Frame		Prot. Class: 3
Description: Non-Profit Management Liability		Square Footage: 2300
Special Deductible: None		Special Deductible Type:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COVERAGES:

<u>Loc#</u>	<u>Classification</u>	<u>Code No.</u>	<u>Premium Basis</u>	<u>Rate</u>		<u>Premium Change</u>		<u>Charged</u>
				<u>Pr/Co*</u>	<u>All Other</u>	<u>Pr/Co*</u>	<u>All Other</u>	
1 Add	Primary and Non-Contributory - Written Contract	44448	1 Person Or Organization	Included	50.000	Included	\$50	\$8
1 Add	Additional Insured - Designated Person	49950	1 Per Additional Insured	Included	100.000	Included	\$100	\$16

It is hereby agreed that the following form(s)
is(are) added to the Policy:

CG2026 04/13 - Additional Insured-Designated Person or Organization

L-776 10/13 - Primary And Non-Contributory - Written Contract

and the following has(have) been amended:

L-232s 09/05 - Classification Limitation Endorsement

All other terms and conditions of this Policy remain unchanged.

* Products/Completed Operations

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Primary And Non-Contributory - Written Contract

Name of Person or Organization:

Effective Date: 12/04/2024 12:01 AM

BULLITT COUNTY BOARD OF EDUCATION
1040 KY HWY 44
SHEPHERDSVILLE, KY 40165

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. OTHER INSURANCE, a. Primary Insurance is amended with the addition of the following:

The coverage afforded by this policy to the person(s) or organization(s) listed above is primary and non-contributory if:

1. This insurance is required to be primary and non-contributory under a written contract; and
2. The loss to be covered occurs on or after the effective date of the written contract; and
3. The loss to be covered resulted solely and exclusively from your ongoing acts or omissions or the ongoing acts or omissions of those acting on your behalf in performing "your work" under a written contract referred to above.
4. The person(s) or organization(s) is an additional insured under this policy.

However, the coverage provided by this endorsement does not apply to any coverage provided for an "auto" on a "non-owned auto", "hired auto", uninsured motorists coverage, underinsured motorists coverage, personal injury protection, property protection or similar no-fault coverage by whatever name called and/or an "auto" coverage of any type.

SECTION V - DEFINITIONS is hereby amended by the addition of the following:

"Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease for a period of more than thirty (30) consecutive days nor does it include any "auto" you lease, hire, rent or borrow from any of your "employees", your partner or your "executive officers" or members of their household.

"Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

Effective Date: 12/04/2024 12:01 AM
BULLITT COUNTY BOARD OF EDUCATION
1040 KY HWY 44
SHEPHERDSVILLE, KY 40165

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CLASSIFICATION LIMITATION ENDORSEMENT

Coverage under this contract is strictly limited to the classification(s) and code(s) listed on the policy Declarations page.

No coverage is provided for any classification(s) and code(s) not specifically listed on the Declarations page of this policy.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.