



FLOYD COUNTY BOARD OF EDUCATION

Larry Hammond, Interim Superintendent

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Eastern, KY 41622

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William Newsome, Jr., Board Chair - District 3

Linda C. Gearheart, Vice-Chair - District 1

Dr. Chandra Varia, Member- District 2

Keith Smallwood, Member - District 4

Steve Slone, Member - District 5

Consent Agenda Item (Action Item):

Consider Approval the use of the Floyd County Facilities, when approved by Principals, by Floyd County Youth Wrestling from October 29, 2024-February 12, 2025.

Applicable State or Regulations:

KRS 160.190 Duties and powers of the Board: 01.11. Facility use must have Board of Education approval.

Fiscal/Budgetary Impact:

There will be no fiscal or budgetary impact on the Floyd County Board of Education.

History/Background:

Floyd County Youth Wrestling Club wants to grow younger wrestlers so they are ready for High School Wrestling.

Recommended Action:

Approve request as presented for use of the Floyd County Facilities, when approved by Principal, by Floyd County Youth Wrestling from October 29, 2024-February 12, 2025.

Contact Person(s):

JR Bryant (606) 788-6864

Andrew Burchett (606) 339-7495

Kyle Ramey (66) 3692570


Superintendent



Date:

December 16, 2024

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>Floyd County youth WREST</u>	Telephone	<u>(606) 471-3166</u>
Representative's Name	<u>J R Bryant</u>		
Address	<u>477 Ky Hwy 553 Nippa Ky 41240</u>		
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	
<u>WRESTLING MEETS</u>		<u>J R Bryant</u>	
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 <u>CONCESSIONS</u>			
<u>(When meets are conducted) All proceeds go back to wrestlers (Uniforms, clothes, etc.)</u>			
Building/school/facility	<u>Central Board Office Gym & Other FCS Gyms</u>		
Purpose	<u>PRACTICE / MEETS</u>		
Date(s) requested	<u>OCT 14 - Feb 12</u>	Time(s) Requested	<u>4:00 - 7:30</u>
Will public be admitted?	☒ YES ☐ NO	} When meets are conducted NOT Daily	
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****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>FCBOE</u> school				
Auditorium at _____ school				
Cafeteria - ☐ Dining Room ☐ Kitchen ☐ Both at _____ school				
Classroom(s) Number _____ at _____ school				
Stadium at _____ school				
Other Property at _____ school				

J.R. Bryant

Signature - Representative of User Group

10/9/2024

Date

James B. Hammond

Signature - Superintendent/designee

10-29-24

Date

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

SCHOOL FACILITIES

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 \$ _____ 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/24/2024

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 Vaaler Insurance, A Marsh & McLennan Agency LLC Company 4803 38th St STE 101 Fargo ND 58104	CONTACT NAME: Tricia Rudnick PHONE: 701-451-5487 FAX: 701-235-9408 E-MAIL: trudnick@vaaler.com ADDRESS: trudnick@vaaler.com
INSURED United States of America Wrestling Association 6155 Lehman Dr Colorado Springs CO 80918	INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 539611744 **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 SUBS DESC. INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY		SIRML015484231	9/1/2023	9/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES & EQUIPMENT \$1,000,000 BODILY INJURY (any one person) \$5,000 PERSONAL & AD&M INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS COMPOUND AGG \$5,000,000
	CLAIMS MADE X OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO. SECT LOC					
	OTHER					
A	AUTOMOBILE LIABILITY		SIRML015484231	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (\$ & BODY INJURY) \$1,000,000 BODILY INJURY (Per person) \$5,000 BODILY INJURY (Per accident) \$5,000 MEDICAL EXP (BODILY INJURY) (Per person) \$5,000
	ANY AUTO OWNED AUTOS ONLY LEASED AUTOS ONLY X X X	BEHEADED AUTOS NON-OWNED AUTOS ONLY				
A	UMBRELLA LIAB	X OCCUR	SIREX00988231	9/1/2023	9/1/2024	EACH OCCURRENCE AGGREGATE \$5,000,000 \$5,000,000
	X EXCESS LIAB	CLAIMS MADE				
	DEF. RETENTION					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					NEW STATUTE \$0 \$0 E.C. \$500,000 E.C. \$500,000 E.C. \$500,000 E.C. \$500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under EXCLUSIONS OF COVERAGE					
A	Abuse/Molestation Stalking		SIRML015484231	9/1/2023	9/1/2024	EACH Occurrence Aggregate \$1,000,000 \$2,000,000

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

NOTE: This certificate of liability insurance is in effect for chartered club practices, of which all participants MUST be individual members of USA Wrestling. No liability coverage extends to any event that the club may host. The above coverage is primary & noncontributory where required.

CERTIFICATE HOLDER Floyd County Youth Wrestling Club 4940 KY Route 114 Prestonsburg, KY 41653	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
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