

DEPARTMENT OF FACILITIES

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

MEMO

TO: Jesse Bacon *JB*
FROM: Danny Clemens
DATE: January 9, 2025
RE: Agenda item for January 27, 2025 *DC*

Ryan Ortega with East Elite is requesting to use Brooks Elementary for Basketball Practice, from 6 p.m.- 8 p.m.

A copy of insurance is included.

I recommend they be able to use the facility for their Cheer Competition

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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 East Elite Telephone 502-435-9668

Representative's Name Ryan Ortega

Address 130 South Canterbury Glenn 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 Brooks Elem

Purpose practice

Date(s) requested NOV - MAY Time(s) Requested 6-8 pm

Will public be admitted? YES NO If yes, please explain _____

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 \$ _____ 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 # _____

Date of Use _____ Length of Time _____

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	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			

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



 Signature - Representative of User Group

11/17/24

 Date



 Signature - Superintendent/designee

11/18/24

 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

Reporting Form for Employee Extra Pay

Submit this form to the Central Office within one (1) week of the event. A check should accompany this form.

Name of Sponsoring Organization/Activity _____

Representative's Name _____

Facilities used by organization: gymnasium dining room/kitchen stadium
 auditorium classrooms(s) other, specify _____

Personnel assigned to the event: Custodian(s) Food Service Employee(s)

Supervisory personnel will be paid at not less than their regular hourly rate or regular overtime pay with pay beginning 30 minutes before and ending one (1) hour after the event or whenever the facility (including the stadium) is in good, useable order for the next day.

SIGNATURES BELOW VERIFY SERVICE FOR THIS EVENT

<i>Employee's Signature</i>	<i>Date of Service</i>	<i># of Hours Worked</i>
<i>Employee's Signature</i>	<i>Date of Service</i>	<i># of Hours Worked</i>
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<i>Employee's Signature</i>	<i>Date of Service</i>	<i># of Hours Worked</i>

For Central Office use only		
Employee Name _____	# of Hours @ \$ _____	per hour Total \$ _____
Employee Name _____	# of Hours @ \$ _____	per hour Total \$ _____
Employee Name _____	# of Hours @ \$ _____	per hour Total \$ _____
Employee Name _____	# of Hours @ \$ _____	per hour Total \$ _____
Employee Name _____	# of Hours @ \$ _____	per hour Total \$ _____
Employee Name _____	# of Hours @ \$ _____	per hour Total \$ _____
<i>Superintendent/Designee's Signature</i> _____		<i>Date</i> _____

Review/Revised: 1/15/08

**VERIFICATION OF INSURANCE
FOR THE AMATEUR ATHLETIC UNION OF THE U.S., INC. AND ITS MEMBER CLUBS**

GENERAL INFORMATION This document verifies insurance coverage for the Amateur Athletic Union of the United States, Inc. Member clubs have coverage as shown below from the date of enrollment and acceptance in the AAU. Expiration date is August 31st annually.

COVERAGE DATES:
12/18/2024 - 8/31/2025

This verification is issued as a matter of information only and confers no rights. This verification does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This verification of insurance does not constitute a contract between the issuing insurer (s), authorized representative or producer.

PRODUCER Foy Insurance 64 Portsmouth Ave PO Box 1030 Exeter, NH 03833-1030	INSURED Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 1000022409 Lake Buena Vista, FL 32810-1000 (407) 934-7200	MEMBER CLUB INSURED CLUB CODE: W3F98W Elite Eagles 123 Gavin Dr Shepherdsville, KY 40165 Enrollment Date: 12/18/2024 4:43:00PM
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INSURER(S) AFFORDING COVERAGE

Company A United State Fire Insurance Company NAIC # 21113
Company B Everest National Insurance Company NAIC # 10120
Company C HDI Global Specialty SE NAIC# AA-1340041

*For box below, INSR LTR refers to Company A, B or C.

COVERAGES - This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.


INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	US1182730	9/01/2024 12:01 AM	9/1/2025 12:01 AM	Accident Medical Accidental Death and Dismemberment	100,000 20,000
B	Excess Liability	S18EX00142-241	9/01/2024 12:01 AM	9/1/2025 12:01 AM	Each Occurrence Policy Aggregate	3,000,000 3,000,000
C	Excess Liability	18HX3007	9/01/2024 12:01 AM	9/1/2025 12:01 AM	Each Occurrence Policy Aggregate	2,000,000 2,000,000
B	General Liability	S18ML00176-241	9/01/2024 12:01 AM	9/1/2025 12:01 AM	Each Occurrence Limit General Aggregate Limit Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Aggregate Fire Damage to premises Rented to Policy Aggregate Cap Medical Expenses Limit (Any One Person) Sexual Abuse Liability Sexual Abuse Aggregate	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 20,000,000 5,000 1,000,000 3,000,000

ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS

For said club to have coverage, all membership requirements in the AAU must be met.

For said club to have Extended Coverage (AB) program, all membership requirements in the AAU AB program must be met.

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. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives.
REVOCAION OF MEMBERSHIP - will result in cancellation of coverage.



Authorized Representative

Verification No. W3F98W

1

**PRACTICE THIRD PARTY CERTIFICATE OF INSURANCE
AMATEUR ATHLETIC UNION OF THE U.S., INC.**

CERTIFICATE HOLDER	Bullitt County Public Schools 1040 KY-44 Shepherdsville, KY 40165	COVERAGE DATES: 12/22/2024 - 8/31/2025
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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 insured, insurer(s), authorized representative or producer, and the certificate holder.

PRODUCER Foy Insurance 64 Portsmouth Ave PO Box 1030 Exeter, NH 03833-1030	INSURED Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 22409 Lake Buena Vista, FL 32830-1000 (407) 934-7200	MEMBER CLUB INSURED Elite Eagles 123 Gavin Dr Shepherdsville, KY 40165 CERTIFICATE ID: 5KKYX886 CLUB CODE: W3F96W
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INSURER(S) AFFORDING COVERAGE.

Company A United State Fire Insurance Company NAIC# 21111 Company B Everest National Insurance Company NAIC# 10120 Company C HDI Global Specialty SE NAIC# AA-134004	For box below, INSR LTR refers to Company A, B, or C.
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COVERAGES - This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	DS1182730	9/01/2024 12:01 AM	9/01/2025 12:01 AM	Accident Medical Accidental Death and Dismemberment	100,000 20,000
B	Excess Liability	SISEX00142-241	9/01/2024 12:01 AM	9/01/2025 12:01 AM	Each Occurrence Policy Aggregate	3,000,000 3,000,000
C	Excess Liability	1BHX3007	9/01/2024 12:01 AM	9/01/2025 12:01 AM	Each Occurrence Policy Aggregate	2,000,000 2,000,000
B	General Liability	SIBML00176-241	9/01/2024 12:01 AM	9/01/2025 12:01 AM	Each Occurrence Limit General Aggregate Limit Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Aggregate Fire Damage to premises Rented to You Policy Aggregate Cap Medical Expenses Limit (Any One Person) Sexual Abuse Liability Sexual Abuse Aggregate	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 20,000,000 5,000 1,000,000 3,000,000

ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS
 Coverage applies to Elite Eagles, License # 5KKYX886 Practice, Elite Eagles from 12/22/2024 through 08/31/2025, for the gross negligence and/or liabilities of the AAU Club(s) or registered members.
 For said club to have coverage, all membership requirements in the AAU must be met.
 Primary non-contributory applies as per attached endorsement ECG 24 520 04 02.
 Waiver of Transfer of Rights of Recovery Against Other to Us applies per attached Endorsement ECG 24 522 04 02.
 The Certificate holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and limitations of the policy(ies). attached CG 20 11 04 13 applies.

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. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives.
REVOCATION OF MEMBERSHIP - will result in cancellation of coverage.

FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE.
 Go to www.aasports.org, Membership, Insurance, Issued Third Party Certificates, Insert member club code



 Authorized Representative

Certificate No. 20250827

3

inscertfacility.rpt

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - MANAGERS OR
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Designation Of Premises (Part Leased To You): All locations owned, operated or leased by Name Of Person(s) Or Organization(s) listed below
Name Of Person(s) Or Organization(s) (Additional Insured): Bullitt County Public Schools 1040 KY-44 Shepherdsville, KY 40165 Event: Practice, Elite Eagles Date: 12/22/2024 through 08/31/2025
Additional Premium: \$ N/A
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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL - OTHER INSURANCE
(PRIMARY NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV
COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the
following:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below, except that we will not seek contribution from any party with whom you have agreed in a written contract of agreement that this insurance will be primary and noncontributory, if the written contract of agreement was made prior to the subject "occurrence" or offense.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section
IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above
because of payments we make for injury or damage arising out of your operations or
"your work" done under a written agreement that requires you to waive your rights of recovery. The written
agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or
organization shown in the Schedule above.