

# FLOYD COUNTY BOARD OF EDUCATION Tonya Horne-Williams, Superintendent 442 KY RT 550 Eastern, KY 41622 Telephone (606) 886-2354 Fax (606) 886-4550 www.floyd.kyschools.us

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 Retroactive Approval the use of the John M. Stumbo Gym by Wildfire Championship Wrestling for fundraiser on June 14, 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:

Wildfire Championship Wrestling has helped different student groups with fundraising at schools across Floyd County District.

#### **Recommended Action:**

Approve request as presented use of the John M. Stumbo Gym by Wildfire Championship Wrestling for fundraiser on June 14, 2025.

#### Contact Person(s):

Shelia Wilcox (606) 369-9743

wildfirechampionshipwrestling@yahoo.com

H. Williams

Superintendent

Date:

June 13, 2025

SCHOOL FACILITIES 05.31 AP.21

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

<u>NOTE:</u> 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 Liloffr Changing Telephone a 6369-974
Representative's Name No. 10
Address 300 Prichard St. PShland Cy 41102
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
1f yes, specify equipmentOperator'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. Tickats
will be sold for turchosier
Building school facility Thom. Thempo Elementary symposium
Purpose turalresiar
Date(s) requested June 14, 2025 Time(s) Requested 9 cm + 10 m days
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.
- 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.
- 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

#### FEE SCHEDULE

The organization	agrees to pay	the applicable	fee(s) for the us	se of District facilities
------------------	---------------	----------------	-------------------	---------------------------

	# of Employees Required	# of Hou	rs Hour	ly Rate (Overtin	ne at 1.5 times)	Total
Custodians						
Food Service Employees						
Supervisory Personnel		\		/		
Other						
			TOTAL PE	RSONNEL CHA	RGE	
	Property Used		Facility/ juipment Fee	Personnel Cost, if applicable	Insurance cost, if applicable	Total Cost for Facility Use
	Gymnasium					
at	school					
at	Auditorium school					
Cafeteria - 🗆 l	Dining Room ☐ Kitchen ☐ Bot	h				
at	school					
	oom(s) Number					
at	school					
	Stadium					
at	school					
	Other Property school					
Shelio	Listers			C . I	0-25	
Signatu	are - Representative of User	Group			ate	
Signat		-				
signatu	re - Superintendent/designe	e		$D_{\ell}$	ate	

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

	-	
AC	$ORD^{\circ}$	
	-	

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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(les) 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).

· r	is certificate does not confer rights	to the cer	tificate noider in neu or s	ach endorsements	-			
PR)	DUCER			CONTACT Robert V.	Nuccio			
R V. Nuccio & Associates Insurance Brokers, Inc.				PHONE (800) 364-2433 FAX (A/C, No): (818) 980-159 EMAIL ADDRESS: Support@rvnuccio.com				
101	48 Riverside Drive			E-MAIL Support	grvnuccio.c	om		
Tel	uca Lake, CA 91602			The state of the s		RDING COVERAGE	NAIC #	
					The state of the s	ance Company	21873	
INSU	RED			INSURER B				
Wh	dfire Championship Wrestling			INSURER C				
200	Prichard Street			INSURER D				
Ash	nland . KY 41102			INSURER E				
				INSURER F				
co	VERAGES CER	RTIFICAT	E NUMBER:			REVISION NUMBER:	***	
C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	PERTAIN.	ENT. TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONTRACT	OR OTHER S DESCRIBE	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS	
NSR LTR	TYPE OF INSURANCE	ADDL SUB	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS		
A	COMMERCIAL GENERAL LIABILITY	TASIL MY	UST022072220			EACH OCCURRENCE S	500,000	
4.1	CLAIMS-MADE COCCUR			04/12/2025	04/12/2025	DAMAGE TO RENTED PREMISES S	50.000	
			NAEP108920			MEDICAL EXPENSE 3		
	Host Liquor Liability					PERSONAL & ADV INJURY . 5	500.000	
	GEN'L AGGREGATE LIMIT APPLIES PER			1		GENERAL AGGREGATE 5	1,000,000	
	POLICY PRO- LOC					PRODUCTS - COMP/OP AGG   S	500,000	
	OTHER					S S	300,000	
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT 3		
^	ANY AUTO					BCDILY INJURY (Per person) S		
	OWNED SCHEDULED				BODILY INJURY (Per accident   \$			
	HIRED NON-OWNED					PROPERTY DAMAGE		
	AUTOS ONLY AUTOS ONLY					(Per accident)		
	UMBRELLALIAB	+				<del> </del>		
	DOCON					EACH OCCURRENCE 5		
	GENANG-NAPLE	1				AGGREGATE S		
	WORKERS COMPENSATION	1				PER STATUTE ER		
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR PARTNER EXECUTIVE							
	OFFICER/MEMBER EXCLUDED?	N/A				EL EACH ACCIDENT 5		
	(Mandatory in NH)  If yes, describe under DESCRIPTION OF OPERATIONS below					E.L DISEASE - EA EMPLOYEE S		
	DESCRIPTION OF OPERATIONS below	+				E.L. DISEASE - POLICY LIMIT   5		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	CLES (ACOR	D 101. Additional Remarks Sched	ule, may be attached if mor	e space is requir	red)		
CEI	RTIFICATE HOLDER			CANCELLATION				
Floyd County Board Of Education 442 Ky-550 Eastern ky, 41622				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	6	Robert V. Junio		

© 1988-2015 ACORD CORPORATION. All rights reserved.