

**Use of School Facilities and Grounds**

**WHO MAY USE**

The Board authorizes the use of school facilities and grounds by responsible and organized groups for purposes that provide demonstrable benefit to the schools or to the community as a whole. School facilities and grounds shall not be used by groups when such use would interfere with educational purposes.

The Board may authorize the use of school property by public members of the community during non-school hours for the purpose of recreation, sport, academic, literary, artistic, or community uses as defined in KRS Chapter 162 pursuant to this and other policies adopted by the Board and related procedures established by the Superintendent. <sup>1</sup>

Priority in scheduling shall be determined based on procedures developed by the Superintendent.

**USE DURING ELECTIONS**

The Superintendent is authorized to grant approval for use of school facilities as polling places for elections.

**POLITICAL RALLIES**

Political rallies may be held in school facilities, provided the provisions of this policy are followed.

**AVAILABILITY**

The Board shall determine when and which facilities and grounds will be available to the community and establish reasonable fees for their rental.

Activities that are sponsored by approved student organizations, faculty groups, or school-related parent groups may use school facilities and grounds without charge when approved by the Principal and, when required, supervised by school personnel.

**AFTER SCHOOL PROGRAMS**

Private, for profit tutoring is not permitted on school property. All lessons/classes conducted on District property **MUST** be related to District curricular programs and must be approved in advance by the Superintendent or designee.

**OTHER GROUPS**

Other local groups may be granted permission to use school facilities and grounds provided the following requirements are met:

- Applications shall be submitted in writing to the Principal for approval.
- The Principal or designee shall be present when school facilities or grounds are being used.
- Activities shall be scheduled to last no more than three (3) hours and to end no later than 10:00 p.m., unless the Principal grants prior permission to exceed these limits.
- Payment is made in accordance with a fee schedule approved by the Board. The Superintendent is authorized to alter the hourly rate based on justifiable written information supplied by the renter.
- The Board shall require reimbursement for any and all expenses incurred, including those for utilities and custodial and supervisory services.

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### **APPLICATION AND CONTRACT**

The Board shall adopt an official application ~~process~~forms, fee schedules, and ~~an official rental contract, all of which shall~~ detailing the conditions of usage. Approval of a request to use District facilities does not signify District sponsorship, endorsement or approval of an organization or activity. Persons authorized to represent officially the renting organization must sign or digitally sign the application and contract.

~~Contracts and applications shall be submitted no fewer than seven (7) days prior to the requested date of use. The Superintendent shall establish procedures for the application and approval process. Forms shall be completed in triplicate and returned to the office of application within ten (10) days prior to use. The Principal, the Superintendent, and the applicant shall each be provided with a copy of the forms.~~

If an application includes a request to use a school ~~facility~~gymnasium or auditorium for money-making activities, the Superintendent shall review the application and have the authority to increase the normal rental fee.

### **LIABILITY**

The Board shall require a 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.

### **INSURANCE**

If the non-school related activity sponsored by the community group involves admission or is designated as a high-risk activity by the Superintendent or designee, the community group shall provide a certificate of liability insurance naming the Board as additional insured under the policy for the activity.

### **RESTITUTION OF DAMAGES**

The renting group or organization shall reimburse the Board for any repair of damages to or replacement of school property lost, stolen, damaged or vandalized while under its care. In such cases, the Principal shall send a written report to the Superintendent and the person granted permission to use the facility. Settlement of a damage claim must be made with the Superintendent.

### **DISREGARD OF RULES**

Disregard of the rules and regulations governing the use of school facilities and grounds shall result in the refusal of the Board to grant the offending group or organization further use.

### **REFERENCES:**

- <sup>1</sup>KRS 162.055
- KRS 158.183; KRS 160.290; KRS 160.293; KRS 160.340; KRS 162.050
- OAG 60-389; OAG 80-78
- P. L. 114-95, (Every Student Succeeds Act of 2015)
- 20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)

### **RELATED POLICY:**

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