

Henderson County Schools

1805 Second Street, Henderson, Kentucky 42420

(270) 831-5000 Fax: (270) 831-5009

<http://www.hendersonschools.net>



TO: Dr. Thomas L. Richey, Superintendent
Board Members

FROM: Marganna Stanley, Assistant Superintendent

DATE: August 12, 2012

RE: Professional Development Center

Attached you will find four documents:

1. Henderson County School current Community Use of School Facilities, 5.3 policy
2. Community Use of School Facilities, 5.3 AP.1 (procedure) revised
3. Building Use Form, 5.31 AP.21(procedure) revised
4. Building Use Form PD Center, 5.31 AP.22, (procedure) revised

My recommendations for revisions are outlined in red per our Board Attorney, Beth Bird. The Building Use Form PD Center is a new procedure. This procedure is necessary to outline the expectations and usage of our Professional Development Center.

Community Use of School Facilities**WHO MAY USE**

Under procedures developed by the Superintendent, the Board may grant the use of school facilities to responsible and organized local groups for purposes that provide demonstrable benefit to the schools or to the community as a whole. School facilities are not available to groups outside the school district unless approved by the Superintendent. School facilities shall not be used for personal or commercial activities.

AVAILABILITY

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

APPLICATION AND CONTRACT

The Board shall adopt an official application form and an official rental contract, both of which shall detail the conditions of usage. Persons authorized to represent officially the renting organization must sign the application and contract. Approval of a request to use District facilities does not signify District sponsorship, endorsement or approval of an organization or activity.

Formal written application for the use of school property should be made to the school Principal as far in advance as possible.

LIABILITY

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.

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.

CHARGES AND FEES

The renting group or organization may be charged fees as established by the Board for the use of facilities.

All individual groups and organizations using school facilities for non-school functions and activities shall be responsible to the Board for the payment of supervisory services which are provided by the Board.

EXCEPTION

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

Community Use of School Facilities**DISREGARD OF RULES**

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

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.

REFERENCES:

KRS 160.290

KRS 160.293

KRS 160.340

KRS 162.050

OAG 80-78

OAG 60-389

P L. 107-110 (No Child Left Behind Act of 2001)

20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)

RELATED POLICIES:

05.31

10.3

Adopted/Amended: 07/18/2011

Order #: 215

Building Use Form

Name of School Requested

Using Organization

Requested Facility (gym cafeteria,
auditorium, athletic field, etc.)

Date and Time to be Used

Date Request Made

Date Request Granted

Number of People Using Facility

Contact Person

Purpose of Meeting

COMMENTS AND/OR OTHER AGREEMENTS:

I, _____, agree to be in charge of those persons present and to assume the responsibility for their conduct. Also, I agree to pay for any and all damages that are incurred as a result of misuse, destructive or negligent acts.

Signature

- The Principal has the authority not to allow use of the gym and/or other facilities or to terminate its use if all obligations are not satisfied by the group.
- A representative of the school system employed in the building must be present and paid an hourly rate as calculated each year.
- The Board of Education will charge a utility fee of \$5.00 per hour. The Board of Education will charge a fee of \$20.00 per hour for athletic field lighting.
- School facilities shall not be used by members of the community or community groups for personal events, commercial purposes, gambling, religious worship services or political events, activities or meetings including those conducted on behalf of an elected official, candidate, slate of candidates or political organizations (other than a candidate forum in which all candidates are invited to participate).
- Drugs/Alcohol are not permitted in schools or on school premises.
- Approval of this request does not signify District sponsorship, endorsement or approval of this organization or the activity.

Review/Revised:7/18/11

Community Use of School Facilities

PRIMARY PURPOSE

School facilities are for the primary purpose of meeting the educational needs of school-age youth in the district. However, with reasonable policies and procedures, the school can assist the community in meeting social, civic, recreational and cultural needs by effective utilization of school facilities. **However, school facilities shall not be used by members of the community or community groups for:**

- Personal events (such as birthday parties, weddings, showers, engagement parties)
- Non-school related commercial purposes
- Gambling
- Religious worship services
- Political events, activities or meetings including those conducted on behalf of an elected official, candidate, slate of candidates or political organizations (other than a candidate forum in which all candidates are invited to participate)

PRIORITY FOR USE OF SCHOOL FACILITIES

Priority	Examples of Groups	Approval	Scheduling	Fees Charged	Proof of Liability Insurance
I - School Groups	<p>Educational programs that are an outgrowth of classroom instruction including, but not limited to, science fairs, plays, exhibits and concerts.</p> <p>Interscholastic activities including athletic teams, speech and debate, band competition and academic competition.</p> <p>Any school group that requires a faculty sponsor including, but not limited to, all school-sponsored clubs, homerooms, honor societies and student council.</p>	Principal/ designee	Principal/ designee	None	None required
II - School-Related Groups	<p>District Adult/Community education programs</p> <p>Parent-Teacher Association/ Organization</p> <p>Booster Groups - academic, athletic and band</p>	Superintendent/ designee	Principal/ designee	Custodial fees, if designated in contract	As specified in the contract

**POLICIES: AGREEMENT FOR USE OF PD CENTER MEETING ROOMS
HENDERSON COUNTY SCHOOLS
HENDERSON, KY 42420**

This lease/rental agreement is between Henderson County Schools (the owner) and _____

_____, the leaser/renter, to use on _____
(Name of the requesting organization/group)

_____ in the amount of \$ _____
(Specific date requested) (Rental fee, if applicable)

which allows for access between the hours of _____
(Please include time for set-up and clean-up)

Purpose of this activity (please be specific): _____

1. Henderson County Schools supported groups have first priority. Henderson County School organizations and activities include, but are not limited to: board meetings, principal meetings, district committees, FRYSC activities and meetings, department meetings, school sponsored activities and meetings, and professional development activities. Non-Henderson County School groups will be considered as "outside groups".
2. Henderson County School groups may reserve meeting space up to one year in advance. The PD Center staff reserves the right to re-locate any group as needed. Henderson County School supported groups have first priority to meeting space. Outside groups may reserve meeting space, up to three (3) months in advance, with the approval of Henderson County Schools.
3. Use of the facilities is limited to educational and/or business meetings related to education, youth development, literacy, family strengthening, and community partnerships. Private parties, family reunions, receptions, showers, dances, political functions (exception: use as official polling place) etc. are examples of events that are not allowed. Regardless of the unique qualifier for the individual group/organization, Henderson County Schools serve all people regardless of race, color, age, sex, religion, disability or national origin. The responsible person for the meeting is expected to meet any specific needs for those in attendance.
4. A \$100.00 "Facility Deposit" is required no less than 30 days prior to the planned event for all profit and non-profit groups wishing to utilize the PD Center facilities. If the space is left in satisfactory condition, the deposit will be returned to the renter. If the deposit is not presented to the PD Center Staff, the meeting space will not be held for the requested date. No-shows, without cancellation 14 days prior to the meeting, will forfeit the return of the deposit.
5. Rental fees are assessed to those groups who are not considered to be a "Henderson County Schools sponsored activity" at the following rates:

Up to 10 people in the group:	\$25.00 for up to 4 hours \$50.00 for over 4 hours*
10-25 people in the group:	\$50.00 for up to 4 hours \$100.00 for over 4 hours*
25-50 people in the group:	\$75.00 for up to 4 hours \$150.00 for over 4 hours*

Over 50 people in the group: \$100.00 for up to 4 hours
 \$200.00 for over 4 hours*

Use of the Kitchen – additional \$25.00 per use/day

(*in a 24 hour time frame, or any one day)

6. Renter agrees to pay for any losses or damages to the premises and agrees to pay for the replacement, refurbishment, or repair of those articles, fixtures, or furnishing in, on, or about the premises which are damaged or destroyed through the willful or negligent act or acts of the party of the renter, its employees, agent, invitee, guests, or assigns. Sums shall include reasonable cost of labor incurred in making repairs, refurbishment or replacement. All repairs will be arranged for by Henderson County Schools.
7. The individual signing this lease in behalf of the renter does hereby and personally guarantee that he/she has full authority to act in behalf of the renter in the execution of this lease agreement.
8. The owner (Henderson County Schools or The Board of Education) assumes no risk. The renter releases the owner of any and all liability for damages, injury, or loss to any person, goods, merchandise, or machines from any cause whatsoever. Further, the renter hereby covenants to indemnify and save harmless said owner from any damage, injury or loss from any cause, whosoever, arising in or out of said party of the renter's use or occupancy of the building or premises, including any goods, merchandise, fees for attorneys and litigation, machines, etc. left on the premises.
9. No sign, poster, advertisement, notice, or other attachment shall be inscribed, painted, or affixed on any part of the outside or inside of the building, except door glass. Do not tape, pin, nail, or tack anything on walls, facings or wooden doors. Tape can be used on glass of doors only. No decorations can be attached to walls, facings, pictures or doors. Easels are available upon prior request.
10. Renter furnishes all equipment and program materials, as well as their own table covers, eating utensils, paper products, cleaning items, towels, dish cloths, food condiments, etc. PD Center supplies in building are not to be used unless otherwise specified. Garbage bags will be furnished. Trash should be placed in the appropriate receptacles.
11. Renter is responsible for the set up of the facility. Renter is not to pull, drag or scoot tables, chairs or furniture. Please pick up chairs and tables when they need to be moved. Please clean up after your group, removing all trash from the floors, tables and counters. ROOM SHOULD BE LEFT IN THE CONDITION IN WHICH IT WAS FOUND.
12. No alcoholic beverages or illegal drugs, etc...are allowed on the premises. Use of tobacco products inside the buildings is prohibited.
13. Henderson County Schools Staff will have reasonable access to the premises during the term of this lease agreement. Rental/use of the facility will not interfere with any district activity or disrupt the operation of the school. Limited parking during school hours is available. There is no parking permitted in the bus lane or child pick up area.
14. Policies are subject to change at any time without written notice.
15. In all cases of disagreement arising herein, the statutes and laws of the Commonwealth of Kentucky shall govern. And, the renter further states that he/she does not intend to, and will not, use said premises for any other purpose that will constitute any violation of city, county, state or federal laws. Will not allow immoral or illegal activity and shall observe fire and safety regulations.
16. Meeting space policy questions can be directed to the Professional Development Center by contacting Marilyn Schwallier at _____.
17. The leaser/renter agrees to be responsible for any cleanup costs incurred by the owner as a result of the room(s) being left in unacceptable condition. The Owner will bill the Leaser/Renter for these cleanup costs, with payment expected within thirty (30) days of the

- billing. Any damage to the meeting space(s) or facility shall be in accordance with state #6 of this agreement. Proof of liability insurance shall be attached to PD Center Agreement.
18. Reservations will be kept by the Henderson County School PD Center Staff. Forms are available at the PD Center and are available on the Henderson County Schools web page – <http://www.henderson.kyschools.us/>
 19. Scheduling will be done on a first come, first serve basis, with any Henderson County Schools supported program receiving priority.
 20. Requests for use of facilities should be submitted on this form, which may be requested from the PD Center during business hours or accessed through the above listed web page. Telephone requests will be held for a maximum of two working days pending receipt of the signed reservation form. If a for-profit group will be utilizing the facilities, a check for the appropriate rental fees is expected prior to the start of the planned event.
 21. Refund of payment will be considered, if the planned event is cancelled a minimum of 14 days prior to the planned usage. If Henderson County Schools are cancelled due to weather or emergency (not a day planned in the calendar) then the staff will work with the Leaser/Renter to reschedule an event.
 22. By signing this agreement, the responsible party acknowledges and agrees that this organization does not discriminate in its' membership and programming policies. Programs and membership are open to all persons regardless of race, color, age, sex, religion, disability or national origin. Shall complete a statement of compliance with the non-discrimination policy of the Henderson County Schools.
 23. Approval of the request for use of the PD meeting rooms does not signify District sponsorship, endorsement or approval of an organization or activity.

Name of rental group/organization: _____

By: _____ Date: _____
(Signature required)

Address _____ City _____ State _____ Zip _____

Phone _____

Received by: _____ Approved by: _____

Key # _____ issued

Facility Deposit Receipt # _____

This check made payable to "Henderson County Schools"

Rental Fee (if applicable) Receipt # _____

This check made payable to "Henderson County Schools"

Henderson County Schools

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STATEMENT OF COMPLIANCE IN NONDISCRIMINATING CONDUCT OF NON-HENDERSON COUNTY SCHOOLS SPONSORED GROUPS

This is to certify that

(Organization/Group Name)

does not discriminate in its' membership and programming policies. Programs and membership are open to all persons regardless of race, color, age, sex, religion, disability, or national origin.

Signed:

President

Address

Date

Henderson County Schools

Professional Development Center
631 N. Greet Street, Henderson, Kentucky 42420
(270) 854-0050



Things to Consider

1. There is a machine on our property with RC products for .50¢
2. Catering available
 - a. menu
 - b. coffee
 - c. water
3. Presenter materials:
 - a. laptop
 - b. markers
 - c. papers
 - d. chart paper
 - e. copies
 - f. chart paper
 - g. easels available upon prior request
 - h. smart boards are available
 - i. large screen television

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Every group using the meeting room must have one adult who will complete and sign this mandatory checklist and return it along with the key after each meeting.

- _____ All kitchen equipment used is turned off and cleaned
- _____ All counter space and tables used have been wiped clean
- _____ Inspection of bathrooms and meeting area
- _____ Large debris has been removed from floors
- _____ Key turned in to receptionist

I verify that all responsibilities have been fulfilled and the room is being left in the same condition as found or better.

Signature _____

Phone _____

Group Represented _____

Date _____