

Community Use of School Facilities

WHO MAY USE

The Board encourages the use of school buildings by school-related groups, Parent-Teacher-Student Associations, or other parent groups whose purpose is to serve or benefit the school program. Regular rental fees shall not be charged to school-related groups. Such groups shall reimburse the school district for any additional personnel costs.

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.¹

School facilities shall not be used for personal or commercial activities, except as noted in the provision below.

AVAILABILITY

Non-profit organizations, governmental agencies and individuals may use school buildings or facilities for lawful public assemblies. For-profit organizations may use school buildings or facilities for the purpose of providing before or after school enrichment and other educational programs for the benefit of students in attendance at the school. Use of facilities shall not interfere with school functions and operations. Groups shall obtain necessary approvals and pay appropriate fees and costs prior to the usage.

The Superintendent shall establish procedures for the use of school facilities. Such procedures shall include the provision that the use of tobacco products and electronic cigarettes in or on any property owned or operated by the Board is prohibited.

COMMERCIAL FILMING ON SCHOOL PROPERTY

The Superintendent may establish administrative procedures for establishing rules and parameters under which an individual or company may apply and receive approval to film on location on a school property.

CHARGES

A schedule of charges shall be developed to cover the cost of the purchase or use of District equipment, supplies, and human services required to respond to legitimate requests by individuals or organizations. Charges shall be reviewed and adjusted annually or more often if necessary, in order to provide for adequate reimbursement for supplies and services.

Pursuant to this policy, the Superintendent shall establish and implement a facility use procedure for the use of school buildings by school-related groups and other organizations or individuals. Such procedures shall include a schedule of rental fees and charges.

Revenues from any real estate holdings acquired in anticipation of future school needs or from the rental of property which may be temporarily unused for public school purposes shall accrue to the appropriate fund under the Board's management and control.

APPLICATION

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

Community Use of School Facilities**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

The individual or group shall provide a certificate of liability insurance for a minimum of \$1 million per occurrence and \$2 million aggregate naming the Board as an additional insured under the policy for the activity.

REFERENCES:

¹[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 POLICIES:

05.31; 10.3

Adopted/Amended: 8/4/2020

Order #: 2020-106

Commercial Filming on School Property

POLICY STATEMENT

Any individual or company wishing to film on a District school property must, at least two weeks prior to filming, make a request to the District Communication and Community Relations Division, which shall include a final script, treatment, storyboard, or similar materials describing the project in detail. Any subsequent changes or revisions to the script must be brought to the attention of the District.

RULES GOVERNING FILMING ON SCHOOL PROPERTY

1. Filming is permitted only at location approved by the District and described in a Location Agreement, and in a manner and time that would be least disruptive to the instructional day, student life, and the ordinary operations of school. If the filming request is approved, District personnel shall evaluate the availability of the requested location. The District shall not allow filming during the state assessment window, or in places where public access might be restricted for reasons of safety and security.
2. The District shall utilize an official Location Agreement which shall detail the conditions of usage, to be signed by a person authorized to officially represent the renting individual or company. Approval of a request to permit filming of school property does not signify District sponsorship, endorsement, or approval of a film.
3. Reasonable care shall be used to prevent damage to any school property and must be restored to the original state after filming. The District reserves the right to require a damage deposit prior to filming, which will be refunded in full when the location is found to be in satisfactory condition. District personnel shall conduct a final inspection.
4. Any alteration or renovation to school property, including temporary construction or the cutting and trimming of trees and vegetation, is subject to the prior written consent of the District. Temporary construction shall be done in a manner that does not damage school property, or endanger or hinder students, faculty, staff, or visitors. Any approved alterations or renovation must be removed at the completion of filming or shall be removed by the District with the expense included as an additional fee for filming.
5. The District may impose reasonable restrictions on the production, including size and weight limitations on equipment and vehicles, and the amount of vehicle and foot traffic. Production vehicles and staff may park only in the areas agreed upon prior to filming and shall not obstruct city streets or school traffic.
6. During filming on school property, all applicable local, county and state building and safety codes, ordinances and regulations shall be complied with, as well as all Board policies.
7. All personal property brought on school property by anyone filming shall be at said individual's or company's own risk, and the District shall not be liable for any loss or damage that might occur thereto.
8. Any logo or mark of the school or District may not be filmed without the prior written consent of the District. This restriction also applies to clothing, pennants, or banners bearing a school or District logo or mark used as costumes or set dressing. Obtaining all necessary permissions, authorizations and/or clearances in connection with any third-party names, logos, signage or works of art shall be the sole responsibility of the individual or company filming on campus. The school or District shall not be identified as the location of the film without the District's prior written consent.

Commercial Filming on School Property

RULES GOVERNING FILMING ON SCHOOL PROPERTY (CONTINUED)

9. Neither filming on school property, nor use of a school or District logo, mark, or location, implies endorsement by the District of the film, or the content thereof, or any products, services or businesses depicted therein, nor shall such endorsement be asserted, suggested, or implied. As such, the District retains the right to review the finished product to ensure proper use of any logo, mark, or location.
10. Signs must be prominently posted at the location of filming informing in advance those passing by that they may be photographed, filmed, or recorded. Obtaining the consents of those who may be photographed, filmed, or recorded shall be the sole responsibility of the individual or company filming on school property.
11. The District reserves the right to eject any crewmember or personnel connected to the filming for conduct deemed disruptive to the safe and orderly operation of the school, including offensive language or behavior. All school property is a smoke-free.
12. The film, as completed and distributed, must be consistent in all material respects with the script, treatment, storyboard, or similar materials describing the project that were submitted to the District in making the request to film on school property.
13. The use of drones for filming shall be decided on a case-by-case basis and in accordance with Federal Aviation Administration guidelines and Board policy.
14. A certificate of insurance naming the naming the Board as an additional insured under the policy in amounts not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and proof of Worker's Compensation insurance shall be required at least five (5) days before filming, along with a signed Location Agreement.
15. The filming individual or company shall assume all liability for injury to an individual by reason of the lease of Board property and the individual or company shall indemnify and save harmless the Board from any loss or damage thereby.
16. The District reserves the right to revoke permission to film on campus and eject the film crew if, at any time, either the terms or the intent of this administrative procedure is breached.
17. The District has the right to deny filming requests or revoke permission to film if, in its sole judgment, the subject matter of the project conflicts with the District's mission and values, portrays students, staff or faculty in a negative manner, or is derogatory to public elementary and secondary education. Examples of subject matter that may be rejected include drug or alcohol use, violence, nudity, racism, sexism, and overtly sexual scenes deemed to be obscene by the District.

FEES FOR FILMING ON SCHOOL PROPERTY

A location fee for filming on school property shall be included on the Location Agreement. The fee shall be determined based upon daily and half-daily base rates set forth in this administrative procedure; the location(s), date, time, number of hours filming; size of crew; amount of equipment; and potential disruption to the school, students, and staff. In addition, the District may charge a rental fee for locations such as performance venues, as well as any other fees incurred, including, but not limited to parking and security.

Commercial Filming on School Property

FEES FOR FILMING ON SCHOOL PROPERTY (CONTINUED)

Base fees for filming on District school property:

- HALF DAY (up to 6 hours) - \$1,000
- FULL DAY (6 to 12 hours) - \$1,750

The fee associated with any filming on school property shall cover the costs of staff time to process the request, assist with scouting locations, and provide day-of troubleshooting and oversight.

The District reserves the right to negotiate a reduced fee for a film projects involving a non-profit or student group. All fees and charges shall be levied at the sole discretion of the District, with payment due within thirty (30) days of completion of filming on-campus.

DEFINITIONS

For ease of reference, “film” or “filming” shall include motion pictures, short features, television programs, documentaries, commercials, videotape, audio recordings, still photography, and digital imaging for sale or profit, or for the use of promoting a product, service, or business, or for a non-news purpose.