

-CERTIFIED PERSONNEL-**Retirement****DEFINITION**

Retirement means retirement as determined by Teachers' Retirement System guidelines.

NOTICE

An employee who is ~~Persons~~-retiring should give the Superintendent notice as far in advance as possible, but not less than four (4) weeks prior to retirement.

RESPONSIBILITY

Retirement benefits shall be solely a matter of contract between the employee and the Teachers' Retirement System and shall not be the responsibility of the Board except that the Board shall deduct and send to the Teachers' Retirement System in the manner prescribed, those amounts required under law.

UNUSED SICK DAYS

The Board shall compensate certified employees only upon initial retirement from the District for each unused sick day at the rate of thirty percent (30%) of the daily salary. An employee hired before July 1, 2008, shall be compensated for all unused sick days. ~~The maximum number of days on which this calculation shall be based will be the current balance of unused sick days at the time of retirement or the balance as of thirty (30) years of employment, whichever is less.~~ This calculation shall be based on the employee's last annual salary. For an employee ~~personnel~~-who began ~~begin~~-employment on or after July 1, 2008, unused sick leave days to be recognized in calculating reimbursement under [KRS 161.155](#) shall not exceed three hundred (300) days. For an employee ~~personnel~~-who became a member ~~become members~~-of the Teachers' Retirement System on or after January 1, 2022, payment for unused sick leave days shall not be incorporated into the annual compensation used to calculate the retirement allowance in the foundational benefit but may be deposited into the member's supplemental benefit component.¹

The District shall provide compensation for unused sick leave days at the rate of thirty percent (30%) of the employee's daily rate when the employee provides proof he/she/they ~~he or she~~ qualifies as an annuitant who will receive a retirement or disability allowance from the Teachers' Retirement System.

ESCROW ACCOUNT

The Board shall create an escrow account to maintain the funds necessary to reimburse teachers or employees who qualify for the retirement benefit.

REFERENCES:

- ¹[KRS 161.155](#)
[KRS 157.420](#); [KRS 161.220](#)
[KRS 161.540](#); [KRS 161.545](#)
[KRS 161.560](#); [KRS 161.600](#)
[KRS 161.633](#); [KRS 161.635](#)
[OAG 81-1](#); [OAG 83-191](#); [OAG 97-28](#)
 29 U.S.C. 631

Adopted/Amended: 3/29/2022
 Order #: 2022-53

- CLASSIFIED PERSONNEL -**Retirement****DEFINITION**

Retirement means retirement as determined by the County Employees' Retirement System or the Teachers' Retirement System guidelines.

NOTICE

~~An employee~~ ~~Persons~~-retiring should give the Superintendent notice as far in advance as possible, but not less than four (4) weeks prior to retirement.

RESPONSIBILITY

Retirement benefits shall be solely a matter of contract between the employee and the County Employees' Retirement System or the Teachers' Retirement System and shall not be the responsibility of the Board except that the Board shall deduct and send to the County Employees' Retirement System or the Teachers' Retirement System in the manner prescribed, those amounts required under law.

UNUSED SICK DAYS

The Board shall compensate ~~a~~ ~~classified employees~~ only upon initial retirement from the District for each unused sick day at the rate of thirty percent (30%) of the daily salary. ~~An employee hired before July 1, 2008, shall be compensated for all unused sick days. The maximum number of days on which this calculation shall be based will be the current balance of unused sick days at the time of retirement or the balance as of thirty (30) years of employment, whichever is less.~~ This calculation shall be based on the employee's last annual salary. For ~~an employee personnel~~ who ~~began~~ ~~begin~~-employment on or after July 1, 2008, unused sick leave days to be recognized in calculating reimbursement under [KRS 161.155](#) shall not exceed three hundred (300) days.¹

The District shall provide compensation for unused sick leave days at the rate of thirty percent (30%) of the employee's daily rate when the employee provides proof he/~~she/they~~ ~~or she~~-qualifies as an annuitant who will receive a retirement or disability allowance from the County Employees' Retirement System or the Teachers' Retirement System.

ESCROW ACCOUNT

The Board shall create an escrow account to maintain the funds necessary to reimburse teachers or employees who qualify for the retirement benefit.

REFERENCES:

- ¹[KRS 161.155](#)
 29 U.S.C. 631
[KRS 61.545](#)
[KRS 78.610](#); [KRS 78.616](#); [KRS 157.420](#)
[OAG 81-72](#)
[OAG 83-191](#)
[OAG 97-28](#)

Adopted/Amended: 3/29/2022

Order #: 2022-53

- CLASSIFIED PERSONNEL -**Sick Leave**

Sick leave shall be granted to ~~an employee~~ ~~employees~~ in accordance with the limits and restrictions set by law provided the employee has not exhausted the current and accumulated sick leave credit. ~~An employee~~ ~~Employees~~ must be in active pay status or on an approved leave during ~~the employee's~~ ~~their~~ scheduled work year in order to utilize sick leave, unless the employee submits documentation to support a leave under Board Policies 03.22322 Family and Medical Leave or 03.2234 Medical Leave.

~~A new classified employee or a former employee newly rehired in a classified position shall not be paid for sick leave while serving in the ninety (90) day probationary period. A new classified employee or a former employee rehired in a classified position may be granted an unpaid leave for no more than ten (10) days while serving in the ninety (90) day probationary period.~~ A permanent employee placed on probation for disciplinary reasons, shall be paid for any accumulated sick leave in the event of illness during this probationary period.

~~A new classified or former classified employee newly rehired in a classified position may be granted up to twenty (20) additional days while serving in a ninety (90) day new hire probationary period, if appropriate documentation is submitted for an approved absence. The new hire probationary period for a classified or former employee rehired in a classified position with a medical condition related to the Kentucky Pregnancy Act, may be granted up to twenty (20) additional days beyond those described above. All absences during the new hire probationary period for classified employees are unpaid and shall extend the probationary period.~~

Part-time classified, ~~new hire probationary~~, temporary, seasonal and substitute employees and student workers shall be excluded from paid sick leave.

AFFIDAVIT

Except as provided above, sick leave may be granted to an employee upon presentation of a personal affidavit or a certificate of a physician stating that the employee or member of employee's immediate family was ill on the day or days absent from duty and providing the employee has not exhausted the current and accumulated sick leave credit.¹

ACCUMULATION

Sick leave days not taken during the school year in which they were granted shall accumulate without limitation to the credit of the classified employee to whom they were granted.

DEFINITION

Sickness shall mean personal illness, including illness or temporary disabilities arising from pregnancy.

FAMILY ILLNESS/MOURNING

Sick leave ~~may can~~ also be taken for illness in the immediate family or for the purpose of mourning a member of the employee's immediate family. Immediate family ~~means an~~ ~~shall mean~~ employee's spouse, children (including stepchildren and foster children), grandchildren, daughters-in-law and sons-in-law, brothers and sisters, parents, spouse's parents, grandparents, and spouse's grandparents, without reference to the location or residence of said relative, any other blood relative who resides in the employee's home.

Sick Leave

TRANSFER OF SICK LEAVE

A classified employee coming to the District from another Kentucky school district or from the Kentucky Department of Education shall transfer accumulated sick leave to which the employee was entitled on the date of transfer to the District.

A classified employee coming directly to the District from a Kentucky Regional Education Cooperative~~s~~ recognized by the Kentucky Department of Education shall receive credit from the District for all sick leave accumulated on the last day of employment with the cooperative.

SICK LEAVE DONATION PROGRAM

A sick leave donation program shall be established as required by law. The Superintendent shall establish procedures to implement this program.

SICK LEAVE BANKS

Sick leave banks may be established as provided by law.

REFERENCES:

[KRS 161.155](#)

[OAG 79-148](#)

[OAG 93-39](#)

Family & Medical Leave Act of 1993

RELATED POLICIES:

03.22322

03.2233

03.2234

03.224

03.273

Adopted/Amended: 12/13/2022

Order #: 2022-211

Conduct on Bus

Recognizing that transportation is a student privilege, a student riders shall adhere to all applicable regulations in order to retain that privilege.

The Superintendent/designee shall be responsible for the discipline of a student ~~the students~~ who rides a the school bus buses to and from school and school-related events.

REPORTING OF VIOLATIONS

A bus driver ~~Bus drivers~~ shall promptly report any violation of District policy or school rules to the Principal. A student discipline incident report shall be initiated by the driver and given to the Principal/~~or~~ designee for appropriate disciplinary action.

DISCHARGE OF PUPILS FROM BUS

A driver is ~~Drivers are~~ in charge of his/her/their buses, and the driver's ~~their~~ first responsibility shall be to the safe transportation of their passengers. In the event that one or more pupils are behaving in a threatening or violent manner or in such a way as to endanger the safety of other pupils on the bus, the driver shall stop the bus and contact the compound coordinator to send someone to pick up the student or, if the behavior warrants, the driver shall call law enforcement. The driver is authorized to order a threatening or violent student from the bus and shall instruct the student to stand outside by the bus door. The driver shall not leave the area until assistance arrives. Ejecting a pupil from the bus may be done only in the most extreme circumstances. At the first reasonable opportunity, the driver shall notify the compound coordinator, who shall notify Principal of the school where the pupil attends who shall notify the student's parent/guardian ~~or legal guardian~~.¹

VIDEO RECORDING EQUIPMENT

Video cameras may be installed in the District's school buses to record student behavior during transportation to and from school and school-related events. Evidence of student misbehavior recorded on video may be used to discipline a student~~students~~.

WITHHOLDING OF RIDING PRIVILEGES

The Principal is authorized to withhold bus-riding privileges up to a maximum of five (5) ~~ten (10)~~ school days per incident per school year for threatening or violent behavior. Additional days of bus service may be withheld in accordance with the procedures set forth in Administrative Procedure 06.34 AP.1 Conduct on Bus ~~only with prior permission from the Executive Administrator School Culture and Climate~~. The Principal shall notify the parent/guardian ~~parents~~ in a cases where bus-riding privileges have been withheld.

RESTITUTION OF DAMAGES

The parent/guardian ~~parents or guardians~~ may be held responsible for restitution of any damages, beyond normal usage, inflicted by their child.

STUDENTS WITH SPECIAL NEEDS

A student ~~Students~~ with special needs who exhibits inappropriate conduct on a bus shall be managed in accordance with his/her/their Individual Education Plan (IEP) and/or 504 Plan; the Individuals with Disabilities Education Act (IDEA); state and federal special education regulations; and Board policies and District administrative procedures relating to Exceptional Child Education ~~and the legal obligations and standards adopted by the Board~~.²

Conduct on Bus

REFERENCES:

¹ [KRS 158.150](#); [702 KAR 005:080](#)

² 20 U.S.C. § 1400 et seq. Individuals with Disabilities Education Act (IDEA); Section 504 of Rehabilitation Act of 1973

[KRS 158.110](#); [KRS 160.705](#); [702 KAR 005:100](#)

RELATED POLICIES:

09.226, 09.425, 09.434

Adopted/Amended: 6/8/2021

Order #: 2021-95

Conduct on Bus

RULES OF CONDUCT

Specific rules of conduct on school buses can be found in the Student Support and Behavior Intervention Handbook ~~and in the brochure entitled “Regulations for Students Riding School Buses” provided to the parents/guardian of all District students.~~

ENFORCEMENT

~~A bus driver shall~~ ~~Bus drivers will~~ assist the Principal and Central Office personnel in enforcing the rules of conduct on a school bus~~buses~~. If any pupil persists in violating these rules, the driver shall complete a Bus Disciplinary Referral Form and submit it to ~~provide~~ to the Principal. ~~The Principal may withhold bus riding privileges (consistent with Board Policy 06.34) if the pupil continues to disobey the rules. If withholding of bus riding privileges becomes necessary, the Principal shall notify the parents and inform the appropriate Central Office personnel.~~

SUSPENSION OF BUS-RIDING PRIVILEGES

A Principal is authorized to suspend bus-riding privileges of a student up to a maximum of five (5) school days per incident for threatening or violent behavior. A particular behavior event may warrant a longer suspension of bus-riding privileges based on an assessment of the safety risk to both students and staff. In lieu of district- provided transportation, all efforts should be made by the school to seek alternative transportation options for the student.

EXTENDED SUSPENSION OF BUS-RIDING PRIVILEGES

In an instance of terroristic threatening, assault of a student or staff member, or weapons possession or use on a bus, a principal may request for permission, as provided below, to suspend the bus-riding privileges of a student beyond five (5) days per incident. The request must include a completed threat assessment and a recommended length of the bus suspension. A request for approval of an extended bus suspension should only be made in response to one (1) incident. A request is not needed for a student who receives multiple short-term bus suspensions totaling more than five (5) days.

1. Six (6) to Ten (10) Day Bus Suspensions - The principal shall submit a request to the appropriate Zone Assistant Superintendent, who will review relevant information, including the threat assessment, and provide final approval for bus suspension length.
2. Eleven (11) to Twenty (20) Day Bus Suspensions -The principal shall submit a request to the appropriate Zone Assistant Superintendent, who will consult with the Executive Administrator of Transportation, the Assistant Superintendent of Culture and Climate, and General Counsel/Designee. This committee will collectively make a decision regarding the requested extended suspension.
3. Bus Suspensions Beyond Twenty (20) Days - In extreme circumstances, the committee may approve a bus suspension beyond twenty (20) days.

PRINCIPAL RESPONSIBILITY AFTER A SUSPENSION OF BUS-RIDING PRIVILEGES

Once the decision is made regarding a suspension of bus-riding privileges, the principal is responsible for: documenting the suspension of bus-riding privileges in Infinite Campus; ensuring that due process protocols are followed; and communication with the parent/guardian.

Conduct on Bus

APPEAL OF A BUS SUSPENSION OF ELEVEN (11) OR MORE DAYS

An appeal of a bus suspension of eleven (11) or more days shall be made in writing by the parent/guardian to General Counsel/Designee within five (5) business days of the communication of the suspension to the parent/guardian.

IDEA AND SECTION 504 REQUIREMENTS FOR A STUDENT WITH A DISABILITY

A student with special needs who exhibits inappropriate conduct on a bus shall be managed in accordance with his/her/their Individualized Education Plan (IEP) or 504 Plan; the Individuals with Disabilities Education Act (IDEA); state and federal special education regulations; and Board policies and District administrative procedures relating to Exceptional Child Education.

REFERENCES

20 U.S.C. § 1400 et seq. Individuals with Disabilities Education Act (IDEA)
JCPS Exceptional Child Education Procedures
KRS 157.195 to 157.290
707 KAR Chapter 1

Review/Revised:1/14/2020

Nonresident Students

The District shall not allow ~~a nonresident student students~~ to enroll in ~~a the~~ District school, except that the District may permit a nonresident student to enroll if:

1. The enrollment is necessary to comply with requirements under federal or state law or regulation, or a court order;
2. a. The student is in grades nine (9) through twelve (12) and is a resident within an independent school district within Jefferson County; and
b. The independent school district does not have a high school and has entered into an agreement with JCPS to enroll its high school students in JCPS schools; or
3. a. The student is the child of a parent/guardian who is a current employee of the District; and
b. The student is eligible for enrollment and the parent/guardian pays the nonresident student tuition approved by the Board in accordance with Board Policy 09.124.

An enrolled student must continue to reside within the District or continue to meet the criteria for nonresident enrollment for the duration of the student's attendance at a District school.

REFERENCES:

[KRS 158.120](#)

[KRS 157.350](#)

RELATED POLICIES:

09.12; 09.124; 09.313; 09.42811

Adopted/Amended: 6/28/2022

Order #: 2022-116

Eligibility (Athletics)

Determination of athletic eligibility shall be made in compliance with applicable administrative regulations and Kentucky High School Athletic Association requirements. Any student who transfers enrollment from a district of residence to a nonresident district shall be ineligible to participate in interscholastic athletics for one (1) calendar year from the date of transfer.²

MIDDLE SCHOOL STUDENTS PLAYING HIGH SCHOOL ATHLETICS

District standards for playing up from middle school (grades seven and eight [7 & 8]) to high school in sports other than football and soccer may include, but are not limited to, considerations related to safety, physical readiness, use of school space after the school day, transportation, funding, the student's disciplinary status and record, any substance testing restrictions, equitable opportunities for participation, and harmonizing any conflicting school-based decision making (SBDM) council requirements. SBDM Council policies apply to the selection of sports activities, and student participation based on academic qualifications and attendance requirements, program evaluation, and supervision.¹

To be eligible to try out and participate at the high school level, middle school students must meet all applicable KHSAA, District, and SBDM requirements. The Superintendent/Designee in cooperation with principals, SBDM councils, coaches, and athletic directors, as deemed appropriate, may develop guidelines for Board approval addressing playing up standards.

~~To be eligible to try out and participate at the high school level, a middle school student shall meet all applicable KHSAA, District, and SBDM requirements. The Superintendent/Designee in cooperation with principals, SBDM councils, coaches, and athletic directors, as deemed appropriate, may develop guidelines for Board approval addressing playing up standards.~~

Participation in interscholastic athletics by a student in grade seven (7) or grade eight (8) shall be permitted under the following requirements:

1. A student enrolled in an A1 school that has a grade configuration that includes both middle school and high school grades shall be permitted to participate on a high school team only for that school or program.
2. A student enrolled exclusively and voluntarily in an A5 alternative education program that has a grade configuration that includes both middle school and high school grades and that is a member of KHSAA shall be permitted to participate on a high school team only for that program. The Superintendent may authorize an A5 alternative education program for membership in KHSAA, since A5 programs do not have SBDM councils.
3. A student enrolled in a middle school connected to a high school through a feeder pattern established in the Board-approved District Student Assignment Plan shall be permitted to participate on a high school team only for the high school connected to the middle school by the feeder pattern. The determination of the high school for which a student may participate shall be based on the District Student Assignment Plan that is in effect for the school year during which the student will participate.
4. A student enrolled in any other middle school shall be permitted to participate on a high school team only for the high school to which the student would be assigned under the Board approved Student Assignment Plan based on the student's residence, even if the student has applied for and has received admission to another high school for the next year.

Eligibility (Athletics)

MIDDLE SCHOOL STUDENTS PLAYING HIGH SCHOOL ATHLETICS (CONTINUED)

- 5. A middle school student must be a member of the middle school team to play up on a high school team. Middle school practice and games take precedent over high school practice and games.
- 6. The parent/guardian of a middle school student must apply for and receive approval from the Director of Athletics and Activities prior to participation on a high school team.

STUDENT TRANSFERS

After enrolling in any District high school, a student who is granted a transfer shall have his/her/their eligibility determined in accordance with the KHSAA Transfer Rule.

CHARTER SCHOOL STUDENTS

A student enrolled in a public charter school that offers any interscholastic athletic activity shall be ineligible to participate in interscholastic activities at any other school. Subject to applicable law, regulations, and bylaws (e.g., KHSAA, Title IX) and the terms of the charter contract, students who are enrolled in a charter school that does not offer any interscholastic athletic activities sanctioned by the KHSAA shall be eligible to participate in such activities at the District school of that student’s residence.

REFERENCES:

- ¹[KRS 160.345](#)
- ²[KRS 156.070](#)
- [KRS 160.1592](#)
- [702 KAR 007:065](#); [OAG 15-022](#); Kentucky High School Athletic Association (KHSAA)

RELATED POLICIES:

- 02.4241; 09.1222; 09.126 (re requirements/exceptions for students from military families)
- 09.423

Adopted/Amended: 10/25/2022
Order #: 2022-182

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.¹⁴

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 setting forth 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 make a request to film and receive approval from the District Communication and Community Relations Division at least two weeks prior to filming. The request for approval 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. The filming individual or company shall comply with the provisions of Board Policy 05.31 Rental Application and Contract.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. All personal property brought on school property by anyone filming shall be at the individual's or company's own risk, and the District shall not be liable for any loss or damage that may occur.
- 1.9. 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

Commercial Filming on School Property

RULES GOVERNING FILMING ON SCHOOL PROPERTY (CONTINUED)

- 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.
10. 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.
 11. 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.
 12. 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.
 13. 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.
 14. 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.
 15. 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.
 16. 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.
 17. 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.
 18. 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, provide day-of troubleshooting and oversight, and custodial services.

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.