

Community Use of School Facilities

The Board is responsible for the stewardship of all District facilities. It is the goal of the Board to allow access of the public to the facilities, dependent on availability of staff for coverage, during school and non-school hours under the following conditions:

1. Regular school activities shall take first priority,
2. Any non-school organization usage shall include a fee to offset operational costs, cleaning, fair depreciation and replacement,
3. Any rental of facilities shall be individualized with priority given to those individuals or groups who reside within the geographic boundaries of Covington Independent Public School District.

WHO MAY USE

The Board approves the use of school facilities by board-approved student organizations and clubs per policies 9.32 and 9.321. Non-curriculum secondary student groups may be provided use of the facilities, including meeting space, during non-instructional time, pursuant to policy 9.3211.

The Board approves the use of school facilities by persons and community groups for purposes that provide generally recognized public benefit to the schools, youth, or the community. Generally recognized public benefit means any of the purposes provided in KRS Chapter 162. Priority consideration shall be given to community groups that involve children that reside in Covington Independent Public School District and adult community groups that reside in Covington Independent Public School District. School facilities are not available to groups from outside the District boundaries without Superintendent/designee approval. Please see 05.3 AP.1 for priority scheduling order.

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

Profit-making groups shall not use facilities, unless approved by the Superintendent/designee. School facilities shall not be used for personal or commercial activities, nor shall use of school facilities be granted when such use interferes with educational purposes or creates a conflict with the overall mission of the school District.

If a staff wellness program initiates within 30 minutes after dismissal from the school of which the program is being held or is held in the morning and is over prior to the start time for staff involved in the program and 100 % of participants are Covington Independent Public School employees the service provider will not be charged to use the facility. The provider must adhere to the following:

1. They must be a certified provider of whatever type of wellness program they are teaching.
2. They must provide appropriate liability insurance, as indicated in this policy.
3. They must complete a Board contract.
4. All participants must sign an approved waiver form.

Community Use of School Facilities**AVAILABILITY**

The Superintendent/designee, in cooperation with the school Principal, shall determine, consistent with Board policy and administrative procedures, when and which facilities will be available to the community and shall follow the approved fee schedule to determine the cost for their rental, consistent with those procedures.

Availability shall be contingent upon the presence of an approved Board employee or shall be made in accordance with the arrangement set by the Superintendent/designee. Priority use will be given to groups whose membership resides within the Covington Independent Public School District.

APPLICATION AND CONTRACT

The Superintendent shall prepare for Board review 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.

Applications must be submitted to the Principal who will forward all requests to the Superintendent/designee who will approve and schedule the use of facilities according to Board policy. Approval of a request to use District facilities does not signify District sponsorship, endorsement or approval of an organization or activity.

LIMITED PUBLIC FORUM

Covington Independent Public School District facilities are a limited public forum. As such, the Board prohibits the rental or usage of school facilities by any community group or person for activities which violate federal or state law; which are obscene, pornographic, or libelous; or which promote or facilitate hate crimes or discrimination against any person or groups of persons based upon race, religion, gender, age, or disability; or any activity which is likely to create disruption in the schools or disruption with the District's business relationships with its community partners and/or the District's mission of education of children and youth.

LONG-TERM RENTAL

Long-term or extended use of a facility shall be approved by the Board. For the purpose of this policy long-term or extended use of a facility includes exclusive or semi-exclusive, continuous, regular use of the facility for a period of one (1) year or more.

RESPONSIBLE INDIVIDUAL

The renting organization shall indicate an individual who shall be responsible for the group and who shall be in attendance during the rental period. This person shall attend an orientation session with the Principal or designee to review the building use guidelines.

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.

Community Use of School Facilities**PROHIBITED ACTIVITIES**

- Use of tobacco products is prohibited in any building owned or operated by the Board where children meet on a routine or regular basis and on Board-owned property. Use, Sale, or Distribution of alcoholic beverages is prohibited in school buildings, or on school grounds.
- The renting party may not make any alterations to the buildings or grounds without first securing prior approval by the Superintendent/designee
- The renting party may not sublease or re-assign any portion of the lease agreement or the approved lease, or use of the building to or any item of equipment covered by the rental contract.
- The renting party shall not operate any school-owned equipment or school-owned property within the building, including but not limited to copiers, desks, supplies, etc. unless the Superintendent/designee has agreed to such in writing as part of the rental agreement.
- Renting party shall not damage, alter, or destroy any item contained in the school facilities or on school property and shall not permit or allow any vandalism of school-owned property during the period of the rental.
- Renting party shall not permit or allow or encourage any immoral or illegal activity to take place in or about the school facilities and/or school grounds during the period of the rental. If renting party is aware of illegal activity taking place, he/she shall take all good faith efforts to stop the activity, including, but not limited to, calling for police assistance, reporting the illegal activities to law enforcement and cooperating with any subsequent investigation and/or prosecution.

INSURANCE

Groups or individuals shall obtain liability and casualty insurance and shall provide an up-to-date certification of coverage by the insurance carrier. The policy shall provide for a minimum of \$2,000,000 General Liability coverage in the aggregate, \$1,000,000 General Liability coverage per occurrence, and \$5,000 medical expense coverage per person. The medical expense coverage shall not exclude participants in the lessee's activities. The certificate shall name the Board as additional insured.

SECURITY DEPOSIT

When required as part of the contract (AP 5.3 AP.1), each renting organization shall make a security deposit of at least 50% of the expected cost with the Superintendent/designee. A \$10 non-refundable application fee will be assessed when the completed form is returned by the applicant. The application fee will be applied to the organization's rental charges if the bill is paid within two weeks of the event. If it should become necessary to expend all or any portion of the security deposit to repair or replace any part of the facility or equipment, an additional amount necessary to bring the deposit back to 50% of the expected cost, shall be deposited with the Superintendent/designee, prior to any future usage. If the amount of damage exceeds the deposit, the total cost shall be paid before any further usage. At the conclusion of the renting period, the security deposit, or any unused portion of the deposit, shall be refunded to the group.

The Superintendent/designee shall record the security deposit in a District account.

Community Use of School Facilities**FEES FOR USE**

The renting group or organization shall be charged fees, as established by the Board, for the use of facilities (AP 5.3 AP.1). These fees shall include utility costs and custodial fees. If kitchen facilities are used, the group shall bear the cost of the food service employees required. At least one school custodian shall be present at all times during the rental period. The renting party shall be responsible for reimbursing the cost of the school custodian to the School District, which shall be determined by the custodian's hourly wage, along with social security and retirement payments. If the employee is employed beyond the normal 40 hour week that he/she works for the Board then overtime wages must be paid and will be factored into the rental fees charged to the renting party.

All fees shall be paid to the Board in accordance with the terms of the rental agreement.

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 damages to or replacement of school property lost, stolen, damaged, or vandalized while under its care.

OTHER RENTAL REQUESTS

Rental requests not otherwise referenced in this policy and accompanying procedures shall be forwarded by the building Principal to the Superintendent/designee for review and final decision.

TERMINATION OF RENTAL AND/OR APPROVED USE

The Superintendent may revoke approval of any agreement for the use of school facilities by community groups or individuals for any of the following reasons:

- Violation of state, or federal laws, or the provisions of this or any other Covington Independent Public School District policies
- Non-availability of facilities due to needs of the School District
- Damages caused to facilities attributable to the person's, or community group's use of the facilities
- Failure of person or community group to pay any amounts owed to the District under this policy

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 POLICY:

10.3

Adopted/Amended: 10/12/2017
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