

## **Rental Application and Contract**

### **CONDITIONS OF RENTAL**

All rental of school facilities is subject to the following conditions:

1. An official application shall be made ~~through the District-approved platform to the Principal.~~
2. Rentals will be made to responsible, organized groups and responsible officers of that group must digitally sign the application and the contract.
3. Activities shall not restrict admission or participation on the basis of race, color, national origin, sex, or handicap.
4. Conditions of that contract shall include:
  - a. Acceptance of responsibility by officials of the renting organization for any damage or loss resulting from the rental;
  - b. Agreement that renting organizations, and officers thereof, shall assume all liability for any personal injuries incurred during their use of the facilities and shall hold the Board harmless from any such claims against it;
  - c. Agreement to observe all fire and safety regulations;
  - d. Agreement that the use of any tobacco product, alternative nicotine product, or vapor product shall not occur on or in all property. The use of alcoholic beverages is prohibited in school buildings, on school grounds, or in District-owned vehicles;
  - e. Observance that no immoral or illegal activity shall be allowed on the premises;
  - f. The presence of school supervisory or custodial personnel designated by the Principal at all times. The hourly wage of the custodian(s) must be included in the contract along with the social security and retirement payments required by law. If the custodian is employed beyond the normal 40hour week that s/he works for the Board, overtime wages must be paid;
  - g. The presence of school nutrition personnel when kitchen facilities are used. The hourly wage of the school nutrition worker(s) must be included in the contract along with the social security and retirement payments required by law. If the school nutrition employee is employed beyond the normal 40-hour week that s/he works for the Board, overtime wages must be paid;
  - h. Agreement that no alterations to the buildings or grounds be made without prior approval;
  - i. Agreement that no permanent signs, banners, pennants or similar items be placed in or on school buildings or grounds except by groups associated with the schools;
  - j. Agreement that the renting party shall not sublease or reassign any portion of the building or item of equipment covered by the rental contract;
  - k. Agreement that school equipment shall not be a part of the rental contract unless specifically enumerated;

**Rental Application and Contract****CONDITIONS OF RENTAL (CONTINUED)**

- l. Agreement to leave the facilities in as good a condition as before used;
- m. When facilities are to be used for non-school activities and/or activities not for the benefit of the District, a certificate of general liability insurance naming the Board members, school employees and District as additional insureds shall be provided. Minimum single limit coverage \$1,000,000;
- n. Community/Youth Group/Organizations that contribute donations to any of the school programs that are of equal or greater value than the facility rental cost, have the option from the Principal of being exempt from the rental fee. This does not include the amount to be paid for custodial services if required due to clean up or if a school personnel is necessary to be present during the rental function; and
- o. The continual renting of school facilities by individuals or groups shall not extend beyond 6 month periods.

**REFERENCES:**

KRS 158.149; KRS 162.055; KRS 438.050; KRS 438.305  
OAG 81295  
P. L. 114-95, (Every Student Succeeds Act of 2015)

**RELATED POLICIES:**

03.1327; 03.2327; 06.221; 09.4232; 10.3; 10.5

## **Harassment/Discrimination**

### **DEFINITION**

Harassment/Discrimination is unlawful behavior based on race, color, national origin, age, religion, sex (including sexual orientation or gender identity), or disability that is sufficiently severe, pervasive, or objectively offensive that it adversely affects a student's education or creates a hostile or abusive educational environment.

The provisions of this policy shall not be interpreted as applying to speech otherwise protected under the state or federal constitutions where the speech does not otherwise materially or substantially disrupt the educational process, as defined by policy 09.426, or where it does not violate provisions of policy 09.422.

### **PROHIBITIONS**

Harassment/Discrimination is prohibited at all times on school property and off school grounds during school-sponsored activities. This prohibition also applies to visitors to the school who may come into contact with employees and students. (Acts of harassment/discrimination based on sex may be committed by persons of the same or the opposite sex.)

District staff shall provide for a prompt and equitable resolution of complaints concerning harassment/discrimination.

### **DISCIPLINARY ACTION**

Students who engage in harassment/discrimination of an employee or another student on the basis of any of the areas mentioned above shall be subject to disciplinary action, including but not limited to suspension and expulsion.

### **GUIDELINES**

Students who believe they or any other student, employee, or visitor is being or has been subjected to harassment/discrimination shall, as soon as reasonably practicable, report it. In each school building, the Principal is the person responsible for receiving reports of harassment/discrimination at the building level. Otherwise, reports of harassment/discrimination may be made directly to the Superintendent. Additionally, if sexual discrimination or harassment is being alleged, reports may be made directly to the District Title IX/Equity Coordinator.

Complaints of harassment/discrimination, whether verbal or written, shall lead to a documented investigation and a written report.

Employees who believe prohibited behavior is occurring or has occurred shall notify the victim's Principal, who shall immediately forward the information to the Superintendent.

The Superintendent shall provide for the following:

1. Investigation of allegations of harassment/discrimination to commence as soon as circumstances allow, but not later than five (5) school days of receipt of the original complaint, regardless of the manner in which the complaint is communicated to a District administrator. A written report of all findings of the investigation shall be completed within thirty (30) calendar days, unless additional time is necessary due to the matter being investigated by a law enforcement or governmental agency.

**Harassment/Discrimination****GUIDELINES (CONTINUED)**

Should the investigation continue beyond thirty (30) calendar days, the Title IX/Equity Coordinator will notify the Complainant of the anticipated date that the investigation will be completed.

The Superintendent/designee may take interim measures to protect complainants during the investigation.

2. A process to identify and implement, within three (3) school days of the submission of the written investigative report, methods to correct and prevent reoccurrence of the harassment/discrimination. If corrective action is not required, an explanation shall be included in the report. A process to be developed and implemented to communicate requirements of this policy to all students, which may include, but not be limited to, the following:

- written notice provided in publications such as handbooks, codes, and/or pamphlets; and/or
- such other measures as determined by the Superintendent/designee.

Method(s) used shall provide a summary of this policy, along with information concerning how individuals can access the District's complete policy/procedures and obtain assistance in reporting and responding to alleged incidents. Students, parents or guardians, as appropriate, will be directed to sign an acknowledgement form verifying receipt of information concerning this policy as part of the Board-approved code of acceptable behavior and discipline.

3. Age appropriate training during the first month of school to include an explanation of prohibited behavior and the necessity for prompt reporting of alleged harassment/discrimination; and
4. Development of alternate methods of filing complaints for individuals with disabilities and others who may need accommodation.

When sexual harassment is alleged, the District Title IX/Equity Coordinator, as designated in the student handbook/code, shall be notified.

**NOTIFICATIONS**

Within twenty-four (24) hours of receiving a serious allegation of harassment/discrimination, District personnel shall attempt to notify parents of both student victims and students who have been accused of harassment/discrimination.

In circumstances also involving suspected child abuse, additional notification shall be required by law. (See Policy 09.227.)

In applicable cases, employees must report harassment/discrimination to appropriate law enforcement authorities in accordance with law.<sup>1</sup>

**Harassment/Discrimination****PROHIBITED CONDUCT**

Depending on the circumstances and facts of the situation, and within the definition of harassment/discrimination contained in this policy, examples of conduct and/or actions that could be considered a violation of this policy include, but are not limited to:

1. Any nicknames, slurs, stories, jokes, written materials or pictures that are lewd, vulgar, or profane and relate to any of the protected categories listed in the definition of harassment/discrimination contained in this policy;
2. Intimidation by threats of or actual physical violence in such a manner as to be commonly understood to convey hatred, contempt, or prejudice or to have the effect of stigmatizing an individual to any of the protected categories listed in the definition of harassment/discrimination;
3. Intimidation or harassment by telephone, internet, written communication in such a manner to commonly understood to convey hatred, contempt, or prejudice or to have the effect of stigmatizing an individual to any of the protected categories listed in the definition of harassment/discrimination;
4. Unwanted touching, sexual advances, requests for sexual favors, and spreading sexual rumors; and
5. Instances involving sexual violence.

**CONFIDENTIALITY**

District employees involved in the investigation of complaints shall respect, as much as possible, the privacy and anonymity of both victims and persons accused of violations.

**APPEAL**

Upon the completion of the investigation and correction of the conditions leading to the harassment/discrimination, any party may appeal in writing any part of the findings and corrective actions to the Superintendent or District Title IX/Equity Coordinator.

If a supervisor is an alleged party in the harassment/discrimination complaint, procedures shall also provide for addressing the complaint to a higher level of authority.

Failure by employees to report, notify, and/or initiate an investigation of alleged harassment/discrimination as required by this policy, or to take corrective action shall be cause for disciplinary action.

**RETALIATION PROHIBITED**

No one shall retaliate against any student or any other person because s/he has submitted a grievance, assisted or participated in an investigation, proceeding, or hearing regarding discrimination or harassment of an individual or because s/he has opposed language or conduct that violates this policy.

Upon the resolution of allegations, the Superintendent shall take steps to protect employees and students against retaliation.

**Harassment/Discrimination**

**FALSE COMPLAINTS**

Deliberately false or malicious complaints of harassment/discrimination may result in disciplinary action taken against the complainant.

**OTHER CLAIMS**

When a complaint is received that does not appear to be covered by this policy, administrators shall review other policies that may govern the allegations, including but not limited to, 09.422 and/or 09.426.

**Harassment/Discrimination**

**REFERENCES:**

<sup>1</sup>[KRS 158.156](#)

42 USC 2000e, Civil Rights Act of 1964, Title VII

Racial Incidents and Harassment Against Students at Educational Institutions: Investigative Guidance (U.S. Department of Education)

U.S. Supreme Court – *Franklin vs. Gwinnett County*

29 C.F.R. 1604.11, Equal Employment Opportunity Commission (EEOC) Regulations Implementing Title VII

20 U.S.C. 1681, Education Amendments of 1972, Title IX

34 C.F.R. 106.1 – 106.71, U.S. Department of Education Office for Civil Rights Regulations Implementing Title IX

Gebser v. Lago Vista Independent School Dist., 118 S.Ct. 1989 (1998)

Davis v. Monroe County Bd. of Educ., 119 S.Ct. 1661 (1999)

Bostock v. Clayton County, Georgia 140 S.Ct. 1731 (2020)

**RELATED POLICIES:**

03.162; 03.262

09.13; 09.2211; 09.227; 09.422; 09.426; 09.438

Adopted/Amended: 6/27/2024  
Order #: 11229



## **Search and Seizure**

### **REASONABLE SUSPICION**

No student's outer clothing, pockets, or his or her personal effects (e.g., handbags, backpacks, etc.) or vehicle shall be searched by authorized school personnel unless there are reasonable grounds to believe the search will reveal evidence that the student has violated or is violating either a District policy or applicable law.<sup>1</sup> Search of a student's outer clothing, pockets, or his or her personal effects (e.g., handbags, backpacks, etc.) or vehicle shall be conducted only with the express authority of the Principal or designee. However, nothing herein may preclude a student from being subjected to an electronic screening detector. An affirmative signal or response from a detector will serve as reasonable suspicion for a more intrusive search.

When there are reasonable grounds to believe that a search of a student or their personal effects will reveal evidence that the pupil has violated or is violating either a District policy or applicable law, a refusal by the student or their parent/guardian to permit the search shall result in disciplinary action as if the student had been found in possession of the item(s) the student is suspected of possessing. If a student fails to consent to a search, the student shall be informed of the consequences under this policy, and their continued refusal shall subject them to the disciplinary action outlined above.

### **AUTHORIZED PERSONNEL**

Searches of a student's person or his or her personal effects or vehicle shall be conducted only by a school employee at the direction and control of the Principal/designee. However, when an immediate threat to the health or safety of others occurs off site with no certified employee reasonably available, a non-certified person (i.e., bus driver or coach/sponsor) that is responsible for the students is authorized to conduct the search of a student or his/her personal effects. Examples of immediate threats would include reasonable suspicion of the presence of illegal drugs or a weapon.

### **WITNESS/PERSONAL SEARCHES**

When a patdown search of student's person is conducted, the person conducting the search shall be the same sex as the student; and a witness of the same sex as the student shall be present during the search. In addition, no search of a pupil shall be conducted in the presence of other students.

These restrictions shall not apply to situations involving an imminent threat to students or staff where immediate action is required to prevent harm to health and safety.

### **STRIP SEARCHES**

No strip searches of students shall be permitted.

### **FAILURE TO COOPERATE**

Students who fail to cooperate with school authorities when requested to shall be subject to other disciplinary action.



## **Search and Seizure**

### **REGULAR INSPECTION**

School property, such as lockers, desks, and network systems, technology resources and accounts owned or supplied by the District are jointly held by the school and the pupil. School authorities have the right to conduct general inspection of all such property and resources on a regular basis. During these inspections, items which are school property, such as overdue library books, may be collected. Students should not expect privacy for items and information left in such locations. A single desk, locker or a technology resource/account may be searched if reasonable grounds exist to believe that evidence of a violation of the law or a school rule is contained therein.

### **USE OF TRAINED DOGS**

Subject to the following conditions, the Principal may authorize the use of trained dogs to locate contraband (prohibited items) on school grounds:

1. The Principal or the Principal's designee shall be present.
2. Searches involving dogs shall be conducted only when students are in classrooms or other designated safe area; no student shall be in the vicinity of the site being searched.

All dogs shall be on a leash and will not be allowed to come in close proximity to any student.

### **ILLEGAL ITEMS**

Illegal items (e.g., weapons, drugs, etc.) or other possessions reasonably determined by proper school authorities to be a threat to the student's safety or to others' safety and security may be seized by school officials.

### **USE OF METAL DETECTORS/WEAPON DETECTORS**

School administrators or designees trained in the equipment's use are authorized to use stationary or mobile metal/weapon detectors. Metal/weapon detectors may be used in the following circumstances:

1. To search an individual student or his/her personal belongings when there is reasonable suspicion to believe the specific student is concealing a weapon or other illegal item;
2. To search all students/others or their personal belongings upon entering the premises; and/or
3. To search students or their personal belongings on a random basis, provided adequate procedures are adopted and followed to ensure a random selection process.

### **OTHER DISRUPTIVE ITEMS**

Items which may be used to disrupt or interfere with the educational process may be temporarily removed from the student's possession by a staff member. Such items may be returned to the pupil by the staff member or through the Principal's office.

## **Search and Seizure**

### **DISPOSITION OF ITEMS**

All items which have been seized shall be turned over to the proper authorities or returned to the true owner.

### **LIMITATION OF LIABILITY DURING SEARCHES**

Students and parents/guardians are advised that Hardin County Schools shall not be responsible for damage to personal property that may occur during an authorized search, provided the search is conducted in good faith and without negligence on the part of school officials. This includes, but is not limited to, situations where damage occurs due to the nature of the item being searched, the manner in which it is concealed, or if the item itself is prohibited or poses a risk. While school officials will make reasonable efforts to avoid unnecessary damage, the primary responsibility for the condition of items brought onto school property and subject to search lies with the student.

### **REFERENCES:**

New Jersey vs. T.L.O., 105 S.Ct. 733 (1985)

KRS 161.180; KRS 531.335

Safford Unified School Dist. No. 1 v. Redding, 129 S.Ct. 2633 (2009)

### **RELATED POLICIES:**

08.2323; 09.4261