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.

¹ Please see 05.3 AP.1 for priority scheduling order.
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 shall not occur within the building. 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
Community Use of School Facilities

REFERENCES:
1KRS 162.055
KRS 160.290
KRS 160.293
KRS 160.340
KRS 162.050
OAG 60-389; OAG 80-78
P. L. 107-110 (No Child Left Behind Act of 2001)
20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)

RELATED POLICY:
10.3

Adopted/Amended: 11/19/2015
Order #: 111915-11
Categories and Fees for Facility Use

Category 1: K-12 Program Activities/ Community Education Programs/School Support Groups
K-12 Program Activities are those which directly relate to regular or extracurricular K-12 events and are sponsored by the school or school district group. These include, but are not limited to, music performances, plays, athletic events, parent orientation meetings, meetings of school sponsored clubs, honor society induction’s, award banquets, Boosters Clubs (such as band, athletic, etc.), PTO and PTA organizations etc. Community Education programs solely or jointly administered by the Board of Education will be granted a second priority for available school district space and facilities. School-related support groups include but are not limited to: Parent Advisory Groups, Special Olympics, local Scout organizations, 4H, high school sponsored athletic leagues and camps, and other school support groups who provide services only for students who live in the Covington Independent Public School District.

Fees for Category 1 – See fee schedule

Category 2: Community Non-Profit Groups
Community non-profit groups such as governmental agencies, church groups or organized groups who provide local, civic, educational, or cultural activities and are staffed by volunteers. Examples of Category 2 users include but are not limited to: Jaycees, Kiwanis, Rotary, Big Brothers/Big Sisters, local youth football teams, YMCA, AAU basketball teams, club volleyball teams, youth baseball teams, etc.

Fees for Category 2 – See fee schedule

Category 3: Private Citizen Use/Non-Profit Groups/Other School Districts
Private Citizen Use/Non-Profit Groups/Other School Districts are defined as formally/informally organized groups of community residents and local school districts who are interested in using school facilities for a particular use such as recreational, educational cultural, religious or charitable goals. This category includes, but is not limited to church services, neighborhood associations, political party meetings, athletic events, etc.

Fees for Category 3 – See fee schedule

Category 4: Commercial Users
Commercial users are defined as private businesses for profit, vendors or entrepreneurs. Commercial users are discouraged from application for K-12 facility use. Applications for use of facilities by commercial users will be reviewed and permission must be granted by the Covington Independent Public Schools Board of Education. Approval of all applications in Category 4 will be based upon the following criteria: benefits to the school district and the community educational contribution, potential wear and tear on school facilities, appropriateness of the activity, and relationship of the activity to the stated mission of the school district.

Fees for Category 4 – See fee schedule
The Covington Independent Public School District
Schedule of Fees for Facility Use

There may be circumstances when a specific event may require adjustments to the fee schedule.

Please see General Regulations of Facility Usage - 05.3 AP.1 document for category descriptions.

<table>
<thead>
<tr>
<th>Facility</th>
<th>School Time Fee</th>
<th>Non School Time Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Category 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-12 Program Activities/Community Ed. Programs/School Support Groups</td>
<td><strong>School Time</strong> –</td>
<td><strong>Non School Time</strong> –</td>
</tr>
<tr>
<td></td>
<td>Monday – Fridays from 6:30 AM – ½ hour prior to each individual building’s support staff work shift completion, when school is in session</td>
<td>All Saturdays and Sundays, winter, spring, summer break, and any day or time when Covington Independent Public Schools are not in session.</td>
</tr>
<tr>
<td>All Gymnasiums</td>
<td>No Charge</td>
<td>No Charge for day, custodial charge at current rate (if required)</td>
</tr>
<tr>
<td>All Cafeterias</td>
<td>No Charge</td>
<td>No Charge for day, custodial charge at current rate (if required)</td>
</tr>
<tr>
<td>All Auditoriums</td>
<td>No Charge</td>
<td>No Charge for day, custodial charge at current rate (if required)</td>
</tr>
<tr>
<td>All Fields</td>
<td>No Charge</td>
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</tr>
<tr>
<td>All Classrooms</td>
<td>No Charge</td>
<td>No Charge for day, custodial charge at current rate (if required)</td>
</tr>
<tr>
<td>All Media Centers</td>
<td>No Charge</td>
<td>No Charge for day, custodial charge at current rate (if required)</td>
</tr>
<tr>
<td><strong>Category 2</strong></td>
<td><strong>2 Hour Minimum</strong></td>
<td><strong>2 Hour Minimum</strong></td>
</tr>
<tr>
<td>Community Use / Non-Profit Groups</td>
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<tr>
<td>Elem. Gymnasiums</td>
<td>No Charge</td>
<td>$40 per hour or $150 per day plus custodial at current rate (if required) and district supervisor per hour at current rate (if required)</td>
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<tr>
<td>MS Gymnasium</td>
<td>No Charge</td>
<td>$50 per hour or $200 per day plus custodial at current rate (if required) and district supervisor per hour at current rate (if required)</td>
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<td>HS Gymnasium</td>
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<td>All Multi-Purpose Rooms</td>
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<tr>
<td>Category</td>
<td>Description</td>
<td>2 Hour Minimum</td>
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<tr>
<td>Classroom</td>
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<tr>
<td>Media Center</td>
<td>No Charge</td>
<td>$30 per hour or $150 per day plus custodial at current rate (if required) and district supervisor per hour at current rate (if required)</td>
</tr>
<tr>
<td>Practice Field</td>
<td>$50 per hour or $200 per day, plus $15 per hour for lights (if required), plus custodial at current rate (if required)</td>
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<td>HS Football Field</td>
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<tr>
<td>HS Softball Field</td>
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<td>HS Auditorium</td>
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<td>Category 4 Costs</td>
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<td><strong>Category 4</strong></td>
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<td>Commercial Users /</td>
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<td>For Profit Groups (Supt</td>
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<td>Facility</td>
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</tr>
</tbody>
</table>
COVINGTON INDEPENDENT PUBLIC SCHOOLS BOARD OF EDUCATION

FACILITY USE CONTRACT

This agreement made by and between the Covington Independent Public Schools Board of Education.

__________________________, acting as school representative or Superintendent/designee (Circle one) authorized so to act by direction of the Board of Education and hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One):

____ profit organization    ____ non-profit organization/FEIN #____

Category of user (1-4) ____ (Final determination of category is made by Superintendent/designee).

WITNESSETH:

The school designee does hereby agree to permit user to utilize certain school facilities more particularly described as follows:

__________________________

at the following times and dates: ____________________

subject to the following terms and conditions:

1. The school property identified above may be utilized by the user as a permittee at will on the condition that all terms and conditions as hereinafter set out are complied with and any other terms and conditions specified by the Principal. Any violation of such terms and conditions may result in immediate termination of the Use Agreement and/or liability of the user. The utilization of the premises by the user is a privilege extended to the user by the Board of Education and said use does not constitute a property right nor shall it be deemed a lease or renewable beyond the specified period without the written consent of the principal.

2. The use of these school facilities shall be in compliance with all laws and regulations and the terms and conditions of the Covington Independent Public Schools Board of Education policies, specifically including Board Policy 05.3, the terms of which are incorporated herein by reference.

3. The reserved time/date for use by user may be cancelled or preempted by Principal or Superintendent / designee and permissions for use may be terminated without cause by notice from Principal or designee.

4. User is responsible for the conduct of its participants or guests.

5. There shall be no transfer or assignment of this agreement, nor any profit making or commercial venture subject to this use.
6. Approved users are responsible for the observance of county and state fire and safety regulations at all times. Corridors, exits, and stairways shall be kept free of obstructions. Members of an audience or spectators must never stand or sit to block exits, aisle ways, or stairways. Facility capacities as determined by the Fire Marshall shall be observed.

7. All activities will be cancelled when school is closed due to inclement weather. Outside groups using our facilities during inclement weather will be at their own risk. Campuses will be cleared for school use only.

8. User shall return the facilities or premised in the same condition as at the commencement of the use, or if user fails to do so, the user will be responsible for the cost of clean-up and be prohibited from further use of facilities.

9. The user agrees to hold harmless and defend the Covington Independent Public Schools Board of Education, its employees and agents, for any claim, liability, damage, loss, or expense resulting from the utilization of the facilities used hereunder.

10. The user agrees to provide liability insurance coverage for its use of the facilities including the following minimum amounts:

   The liability insurance certificate is required to include the following minimum amounts:
   - $2,000,000 General Liability coverage in the aggregate
   - $1,000,000 General Liability coverage per occurrence
   - $5,000 medical expense per person and does not exclude participants in the lessee’s activities
   - The Covington Independent Public Schools Board of Education is noted as additional insured

   A copy of the liability policy or declaration of coverage must be attached to this contract.

11. An orientation has been provided.

   (Please initial) user school representative

Applicable Fees:

Rental fee: ________ per hr. (min 2 hours) Rental fee total: ______________
Custodial fee*: ________ per hr. (min 2 hours) Custodial fee total: ______________
Supervisory fee*: ________ per hr. (min 2 hours) Supervisory fee total: ______________
Equipment fee*: __________ Equipment fee total: ______________
Other fees*: __________ Other fees total: ______________

* If supervisory/custodial fees apply, they must be paid as a security deposit at the time of contract signing.

Total Fees: __________________________

Checks are payable to Covington Independent Public Schools Board of Education
Supervision / Custodial Support Details:


Misc. Considerations:


Name of School: ____________________________________________

Name of Renting Organization "User": ________________________

Name of 'User' Representative (Print): ______________________

Address: ___________________________________________ City: ________

State: ___________ Zip: ___________ Phone Number: ____________

E-Mail Address: __________________________________________

If responsible individual is other than then the "User" whose signature appears on this page below, please identify that individual. Responsible individual will be in attendance during entire use of facility.

Name: __________________________________________________

Address: ______________________________________________

Telephone Number: ______________________________________

E-Mail Address: ________________________________________

IN WITNESS WHEREOF the principal or Superintendent/designee for and on behalf of the Board of Education and the user hereunto set their hands this ______ day of ______, 20______.

Contracts for recurring events expire on June 30th of the school year.

Signature of "User" Representative: ____________________________

Principal/school representative* / Superintendent/designee*: ________________________________

*Principal has reviewed this contract: ___________________________________________
Meinken Field User Guidelines

Meinken Field is owned by Covington Independent Public Schools and managed/maintained by the district facilities manager and crews. This facility is to be taken care of to ensure its longevity, user safety and playability. Organized use of this district facility requires a Facility Use Contract. Meinken Field is only available when a school employee is present and the field is unlocked. Climbing the fence is prohibited. We thank you in advance for doing your part to ensure that we have outstanding facilities.

**** Alcohol, smoking, drugs or weapons are not allowed in our facilities at any time ****

1. Only contracted/permited groups are allowed on the field, please call 859-655-9545 x16260 for information.
2. Absolutely No seeds, gum, and/or tobacco products permitted - Coaches or players.
3. No sports drinks, soda, juices, or any food allowed on the field - ONLY WATER
4. Metal spiked shoes are not permitted on the turf surface - use only rubber or plastic cleats.
5. No vehicles, lifts, or bicycles on the field.
6. Fences - no shooting/passing balls off the fences or climbing over them.
7. No signs, balloons, posters, etc. permitted on fence.
8. All trash, sports tape, drinking cups - must be picked up before leaving the field and deposited in trash receptacles PROVIDED.
9. In the interest of safety, spectators are not allowed inside field fences when games or practices are being played. This includes reporters, parents or teams waiting to play.
10. No fireworks or any open flame allowed.
11. No golfing, shot putting, javelin or discus throwing allowed.
12. No painting, chalking, tape or other adhesive material shall be placed on the field surface without prior approval.
13. No stakes, spikes or other pointed materials may be used for anchoring anything on the athletic field.
14. PLEASE BE COURTEOUS and RESPECTFUL to groups playing while you wait.
15. Proper sportsmanship must be displayed at all times.
16. Please play warm up music volume with respect to the neighborhoods.
17. Failure to comply with these rules will result in immediate cancellation of reservation and denial of future request.
18. No formal practice without prior field reservation (Use Permit). Reservation must adhere to designated field, unless approval is given by the Facility Supervisor on duty. Fields may be closed at any time due to safety related or maintenance concerns.

District staff reserves the right to refuse service to any participant and/or spectator who violates any policy or procedure or engages in any verbal and/or physical abuse of the Athletic Field or District Staff.

UNAUTHORIZED USERS WILL BE ASKED TO LEAVE. FAILURE TO COMPLY IS SUBJECT TO ENFORCEMENT PER KENTUCKY KRS 511.070.
ABSOLUTELY NO
METAL SPIKES
SUNFLOWER SEEDS
SHELLED NUTS
GUM
TOBACCO PRODUCTS

PERMITTED ON TURF FIELD