

## COMMUNITY USE OF SCHOOL FACILITIES

The School Board may permit use of school property by members of the community when such use will not impair the efficiency of the school. The superintendent shall develop guidelines and applications for use of school property. Requests for the use of any school facilities shall be made to the superintendent or superintendent's designee. The superintendent shall report actions taken under this policy to the School Board at the end of each month.

If the School Board permits the use of its facilities by members of the community or the distribution of literature on school property or at school functions, it will permit such use or such distribution by the Boy Scouts of America, the Girl Scouts of the United States of America, and other youth groups designated as patriotic societies by federal law, to the same extent and in the same manner as all other persons or groups.

Revised: March 22, 2017

Revised: June 26, 2019

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Legal Refs.: 20 U.S.C. § 7905

Code of Virginia, 1950, as amended, §§ 22.1-79.3, 22.1-130.1, 22.1-131, 22.1-132.

Acts 2016, c. 647.

Cross Refs.: GBEC/JFCH/KGC Tobacco Products and Nicotine Vapor Products  
IGDA Student Organizations  
KF Distribution of Information/Materials

## COMMUNITY USE OF SCHOOL FACILITIES

This regulation aims toward establishing the procedures and determining the conditions for the best possible utilization of physical facilities belonging to the citizens of the community. To achieve this end, the use of school facilities for school and student-related activities as well as by outside organizations and groups shall be encouraged when these activities will not interfere with the educational program in the schools or impair the efficiency of the school.

Proper protection, safety and care of school property shall be primary considerations in the use of school facilities. The superintendent or designee reserves the right to deny usage or terminate an existing usage contract for good cause. Failure to pay promptly all rental charges or damages may be considered sufficient grounds for refusal to grant further use of school property to an applicant.

### I. Application, Approval and Cancellation

The School Board recognizes the highest priority for use of school buildings to be for instructional programs and student activities approved by the principal. School-related groups, such as Parent-Teacher Associations, and any special tutoring activities of the secondary school, are a second priority. The next priority is use of facilities by others, including youth groups, employee organizations, cultural and civic groups, churches, government agencies, and private organizations.

Applications must be sponsored by reputable and established clubs, societies or organizations that reasonably can be held responsible for the payment of charges, compensation for damages to property and for use of the property in conformity with regulations on the application. All organized sporting teams must complete an application for use of school fields..

Nonprofit organizations may be required to submit proof of their status.

In no case shall school property be leased to individuals.

The superintendent or designee is authorized to approve and sign application agreements that meet the requirements of the Board and these regulations. The superintendent may appoint the school principal designee for this purpose. The completed and signed form shall be a binding agreement between the applicant and the School Board. The school division reserves the right to deny usage of a facility if the application is received less than five (5) days prior to the start of the event. No rental application shall be considered more than three (3) months prior to the desired rental date, unless a special exception is made by the superintendent or designee. Field rental may be restricted to four (f) days per week to allow fields to rest and to provide for unorganized community use.

The school division reserves the right to cancel a rental contract up to ten (10) days prior to a scheduled rental for good cause. Use of school will automatically be canceled when schools close due to inclement weather or emergency conditions. The superintendent or designee reserves the right to cancel field rental/usage because of weather conditions.

II. Days and Hours of Usage

The use of school facilities shall be restricted to the days and hours listed below:

Days	Times Buildings May Be used	Times Grounds May Be Used
Weekdays	Close of school day to <u>9:00 p.m.</u>	Close of school day to <u>9:00 p.m.</u>
Saturdays	<u>10:00 a.m.</u> to <u>9:00 p.m.</u>	<u>10:00 a.m.</u> to <u>9:00 p.m.</u>
Sundays	<u>1:00 p.m.</u> to <u>6:00 p.m.</u>	<u>1:00 p.m.</u> to <u>6:00 p.m.*</u>
Holidays	Closed	Closed

\*Any alteration of the above time frames must meet with the approval of the building level administrator and granted only under extenuating circumstances.

III. Fees

The superintendent shall establish a minimum schedule of fees and may make additional adjustments in the fees. The minimum schedule of additional adjustments shall be base upon the classification of the group or organization, facilities to be used, size of group, objectives of the organization, approximate cost to the school division, and the purpose for which the facility will be used. **FEES AND FEE CLASSIFICATIONS SHALL NOT BE BASED UPON THE PHILOSOPHICAL, RELIGIOUS, OR POLITICAL VIEWS OF THE APPLYING ORGANIZATION.** In general, the following fees will apply:

- 1) A full rental fee shall be charged to all paying classifications, in accordance with the school fee schedule. The fee reflects the type of facility requested (cafeteria, auditorium, gymnasium, classroom, athletic field, etc.), the size of the facility requested, and the length of time the facility is used (hourly rates),
- 2) Personnel fees shall be charged to all paying classifications, in accordance with the school fee schedule.

Custodial services are needed to clean an area after use, assist the school kitchen (cafeteria personnel must be paid if kitchen facilities are used), assist with lighting and audio equipment, supervise large groups (staff supervisor may be assigned at the discretion of the principal), attend to the building during hours when the building is not in normal use (overtime), unlocking and locking doors, maintaining heating and air-conditioning systems, setting up chairs, and for other services.

Rental of facilities by large groups of organizations which require the services of more than one custodian will result in additional personnel fees. Weekend and other custodial services may require an additional overtime compensation fee.

- 3) Special fees may be charged. These include use of stadium, stage, or playground, lights, the use of kitchen utilities, and any uses which may require special trash pickups after an event.

All fees must be paid at least four (4) days in advance, and the sponsoring organization whose name appears on the application shall be held responsible for any and all damages to school property and equipment stemming from their use. A late fee of 10% will be assessed when the four day deadline is not observed. For prolonged contractual agreements, payments may be paid monthly in advance.

The building rental fees collected will be made payable to the school. The school principal or designee shall retain a copy of all approved application forms in school files for three years for examination by school auditors. The principal or designee, shall establish a procedure with the central office financial administrator to provide for the remittance of funds at the end of each month and for payment of personnel expenses. A file shall be maintained in the central office recording payments to employees based upon service under this regulation. all such employee payment must be paid from the fees collected herein.

#### IV. Fund-Raising Activities

Nonprofit groups may sell merchandise in school facilities only to support or benefit local programs. Further, where the purpose of nonprofit groups is to sell merchandise, the application for facilities use may be approved only if the group owns title to the goods sold and will be the primary beneficiary of the sale, or if third parties sell the goods and the nonprofit group is the primary beneficiary of the revenues.

School organizations and school supportive groups having fund-raising activities are also allowed to authorize the selling of merchandise by third parties. The principal may require special conditions, however, including additional registration fees and/or minimum payments to the sponsoring organization.

#### V. Protection of School Property

For use of indoor facilities, an employee of the School Board shall be on duty at the school property at times when the school facilities are in use. No equipment or furnishings may be used or moved without the consent of the employee in charge if such usage is not in conformity with the contracted agreement. Documentation of the group's nonprofit status or liability insurance coverage may be required.

The sponsoring organization shall be responsible for crowd control measurers, including the employment of police protection when required. Such control shall be arranged in advance when deemed necessary by the Superintendent or designee.

The sale or consumption of food and/or beverages will be limited to the cafeteria area only. Use of alcoholic beverages shall be prohibited in all schools at all times. Tobacco use on school property is also prohibited, in accordance with policy KGC.

VI. Informal Usage of Outdoor School Property

The School Board endorses the concept that the outdoor facilities at the schools serve a park function for the community. It is understood that, in general, these facilities shall be available for free play or unstructured use during daylight hours at no cost to residents, unless such use would conflict with reserved use as allowed above or with another school need, including maintenance requirements.

Adopted: July 31, 1997

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**APPLICATION FOR USE OF SCHOOL FACILITIES**

Name of Organization: _____
Authorized Agent: _____ Contact Person: _____

School or Site: \_\_\_\_\_

Space(s) to be used: \_\_\_\_\_

Dates to be used: \_\_\_\_\_ Beginning Time: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Total hours: \_\_\_\_\_ With air conditioning? \_\_\_\_\_ With heating? \_\_\_\_\_

Number of participants, approximately? \_\_\_\_\_

Will there be a charge for admission? \_\_\_\_\_

Specify the purpose for use of space: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Equipment or food service needs (specify: \_\_\_\_\_

\_\_\_\_\_

Is organization nonprofit? \_\_\_\_\_ Do you carry liability insurance? \_\_\_\_\_ (Documentation may be required.)

**APPLICANT AGREEMENT:**

- 1) We will be responsible for payment of the rental fee four (4) days in advance. The amounts charged are estimates based on planned use. Credit or refunds will be calculated based on actual use;
- 2) We will be responsible for payment for necessary personnel at a rate to be determined by personnel services;
- 3) This permit may be canceled by the School Board at its discretion;
- 4) That we become responsible for any and all damage to the site, building, and/or equipment, for the duration of the time(s) and date(s) listed on the application and understand that we will not be permitted to use the school property again if we fail to undertake these measures;
- 5) That we agree to indemnify and hold harmless the School Board, and all of its officers, employees, and agents from any and all claims demands, suits causes of action, or judgments any person had, now has or may have in the future against the event which is the subject of this agreement;
- 6) The School Board is not liable for anything we do or sponsor while using these facilities;
- 7) This organization has an open membership policy and does not discriminate on the basis of race or sex;
- 8) We understand that smoking and alcohol use are prohibited on school property;
- 9) We will restrict usage to assigned areas and observe contracted time limits;
- 10) We will obtain prior approval before any signs, placards, or banners are erected on school property;
- 11) We agree to follow all requirements set forth in Regulation KG-R.

\_\_\_\_\_  
Authorized Agent Date

\_\_\_\_\_  
Organization

Application is:

- 1 Approved  
\_\_\_\_\_ Superintendent/Designee
- 2 Denied
- 3 Notified of Decision \_\_\_\_\_  
Date \_\_\_\_\_

IRS Nonprofit letter Submitted? Yes \_\_\_\_\_ No \_\_\_\_\_ Liability Insurance Policy? Yes \_\_\_\_\_ No \_\_\_\_\_

**1) Rental Fees Calculation:**

School area: \_\_\_\_\_ Rate: \_\_\_\_\_

No. Days x Hours x Fee = \$ \_\_\_\_\_

**2) Personnel Fees:**

1st Personnel Need: \_\_\_\_\_ 2nd Personnel Need: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Employee Name: \_\_\_\_\_

Rate (include overtime): \_\_\_\_\_ Rate (include overtime): \_\_\_\_\_

No Days x Hrs. x Fee = \$ \_\_\_\_\_ No. Days x Hrs. x Fee = \$ \_\_\_\_\_

Total Personnel Fees: \_\_\_\_\_

**3) Special Fees:**

Description: \_\_\_\_\_

No Days x Hours x Special Fee = \$ \_\_\_\_\_

**Subtotal of Fees:** \$ \_\_\_\_\_

Late Payment Fee (if any): \$ \_\_\_\_\_

**Total:** \$ \_\_\_\_\_