

**USE OF SCHOOL FACILITIES  
(Non-School Related)**

The facilities of the school district are under the control and supervision of the Board, which is vested legally with responsibility for the administration and management of the property. This authority includes the determination by whom and for what purpose school facilities may be used.

The use of school facilities by non-school individuals or groups shall be governed by a signed agreement between the lessee and the Board. The agreement shall contain but not be limited to the following:

1. Requirement, with limited exception, that the lessee purchase liability insurance identifying the Board and its members as additional insureds. Proof of purchase should be presented to the Board at least twenty-four (24) hours prior to use.
2. Provision for the lessee to assume all responsibility for damages and/or maintenance expenses directly or indirectly resulting from lessee's use.
3. Rental fee and other expenses determined by the Board.
4. Other stipulations which the Superintendent or Board may deem necessary.

Board owned or controlled facilities will not be used in any manner which is excluded from the Board's liability insurance coverage.

Permission to use school facilities may be granted to non-school related groups in accordance with Board-approved rules and regulations; however, facilities **shall not** be used for the following:

1. Activities which conflict with school-related use.
2. Activities which may be damaging to school property.
3. Rentals to commercial organizations or private individuals for fund-raising purposes, even though funds raised are contributed to charitable organizations.
4. Promulgating a theory or doctrine which is subversive to the Constitution or laws of the United States or any subset thereof, or advocating governmental changes by violence.

5. Activities which may cause or entice public disturbances on or near school grounds.
6. Assemblies for the advocacy of discrimination in any form.
7. Any group or individual which cannot assure the Board that the facility will not be damaged.
8. Any lessee which cannot satisfy the Board that payment for damages will be forthcoming immediately.

A lease agreement may be cancelled by either party upon thirty (30) days' notice of intent. The Board may, however, temporarily suspend the agreement if use of the facility for a school-related function is necessary. Should the Board determine that it is desirable for the lessee to surrender use of the facility immediately, the agreement shall become void at a date which the Board may determine. No facility should be considered reserved until a written agreement has been approved and filed in the office of the Superintendent.

#### **Use by Churches and Synagogues**

Temporary use of school facilities by a church or synagogue may become appropriate:

In such cases, the Board may choose to enter into a lease agreement for a period not to exceed one (1) calendar year. Should circumstances dictate the need for longer occupancy, the Board may extend the agreement on a month to month basis.

Churches or synagogues shall pay, in addition to the rental fee, any expenses related to custodial services or others as determined by the Board.

The Superintendent or designee is authorized to develop application documents, fee schedules, and administrative rules and regulations which are necessary to implement this policy.

ADOPTED: Homewood City Board of Education, January 20, 1998

AMENDED:

LEGAL REF.: Code of Alabama, §16-11-9, 16-11-11,12.