

**I. PURPOSE**

The purpose of this policy is to outline the conditions under which outside groups may utilize Athlos Academy of Jefferson Parish's school facilities.

**II. DEFINITIONS**

- A. School Facilities: All buildings, grounds, and equipment therein under the management of Athlos Academy of Jefferson Parish.
- B. Recreational Joint-Use Agreement: A written agreement between the governing authority of an elementary, secondary, or charter school and a public or private entity, authorizing such entity to access the premises of a school under the governing authority's jurisdiction for the purposes of conducting or engaging in recreational activity.

**III. POLICY**

- A. School facilities are available for public use at the discretion of the Lead School Administrator and under the following conditions:
  - 1. The proposed use concerns supervised civic, educational, recreational, or community activities aligned to the mission and vision of the school.
  - 2. The proposed use does not interfere with Athlos Academy's program or school activities at the time of scheduling, and shall be subject to change or cancellation should the school require the space.
  - 3. Long- term contracts may be negotiated and shall be approved by both the Lead School Administrator and the Governing Board, and shall include a rental fee, service fees (custodial, etc.), and proof of liability insurance.
- B. Athlos Academy of Jefferson Parish, should it enter into a recreational joint-use agreement for use of its facilities, owes no duty of care to keep such premises safe for entry or use by others, pursuant to a joint-use agreement, outside of regularly scheduled school activities or to give a warning of any hazardous conditions, use of, structure, or activities on the premises
  - 1. When Athlos Academy of Jefferson Parish enters into a recreational joint-use agreement, it is not extending any assurance that the premises are safe or a duty of care, or assuming responsibility for or

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incurring liability for any injury, death, loss, civil penalty, or damages to persons or property caused by any act of a person to whom permission is granted.

2. The recreational joint-use agreement shall set forth the conditions, terms, and requirements under which such authorization and use is granted, including that the entity shall indemnify and hold harmless Athlos Academy of Jefferson Parish and/or the facility owner from any liability arising from such use, and that Athlos Academy of Jefferson Parish, through its Lead School Administrator, and/or the facility owner may at any time and without cause revoke its authorization to use the premises and terminate the agreement.

### IV. PROCEDURE

A. School facilities use shall be supervised under the following conditions:

1. The organization/individual(s) using the facilities shall provide supervision at no less than 1 adult to 25 children;
2. The organization/individual(s) shall ensure that order is maintained for the duration of the event(s), including arrival to and dismissal from the grounds.
  - a. All supervising adults shall be 18 or older.
  - b. All supervising adults as well as any additional adults with unsupervised access to children shall pass a background check prior to approval of the application. Proof of background clearance shall be on file with all approved applications.
  - c. Responsibility for injury, incident, or damage to school property shall be assumed by the organization/individual(s) using the school space. A signed waiver and/or proof of insurance shall be kept on file with all approved applications.
  - d. All participants shall be responsible for following state law with regards to tobacco, drug and alcohol, and weapons possession and use on school grounds.

B. School facilities use by the public may be approved by the Lead School Administrator under the following conditions:

1. Applications shall be made at least two-weeks prior to an event or the first occurrence of a repeating event, and shall be approved by the Lead School Administrator.

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- a. The Application shall describe days, times, areas of the building, and any specific equipment (such as furniture) the organization is allowed to use. The organization or group shall be held accountable to ensure that the terms are followed.
- b. Fees for use of school facilities may be charged, shall be determined by the Lead School Administrator, and shall take into consideration building security, public safety, cost to the school and any other factors unique to the Applicant's proposed use.
- c. The Application shall outline cleaning responsibilities of the Applicant and an agreement by the applicant to reimburse the school for any cleaning costs.

### Legal References:

[L.A. R.S. 40:1291.1 et seq](#) (*Louisiana Smokefree Air Act*)

[L.A. R.S. 9:2800.22](#) (*Limitation of liability for use of school facilities*)