

MEMORANDUM OF UNDERSTANDING (MOU)

Kimberly School District

and

Community Group

1. PURPOSE

This Memorandum of Understanding ("Agreement") establishes the terms and conditions under which Kimberly School District ("District") will provide access to District facilities for use by the Community Group ("Community Group").

The intent of this Agreement is to work in collaboration with our community, including all community members, to ensure District facilities are used in a way that strengthens connection, supports students, and benefits the broader Kimberly community while maintaining priority for school programs.

The purpose of this Agreement is to:

- Prioritize student and school-related activities
- Support welcoming and equitable access for community use of District facilities
- Maximize the shared use of District facilities for both school and community benefit

2. TERM

This Agreement shall be effective from _____ to _____ and shall be for a period of one (1) year. The Agreement may be renewed annually upon District approval following review by the District and the Community Group.

3. PRIORITY OF USE

Use of District facilities shall be prioritized as follows:

1. Kimberly School District instructional and extracurricular activities

2. School-affiliated organizations
3. Community Group use as outlined in this Agreement

The District retains final authority over all scheduling and facility use decisions.

4. ACCESS AND SHARED USE

- When District facilities are not scheduled for school use, they shall be made available to the Community Group.
- When feasible and appropriate, the District and the Community Group may utilize facilities at the same time, provided such shared use does not interfere with school operations or student activities.
- All facility use shall be coordinated through District scheduling procedures to ensure safety, fairness, and efficient use of space.

5. LIABILITY INSURANCE

The Community Group shall provide the District with a certificate of liability insurance in the minimum amount of \$1,000,000 per occurrence. The policy shall name Kimberly School District as an additional insured.

6. INDEMNIFICATION

The Community Group shall indemnify, defend, and hold harmless Kimberly School District, its board, employees, and agents from any and all claims, damages, losses, or expenses arising out of or resulting from the Community Group's use of District facilities, except to the extent caused by the intentional act or gross negligence of the District or its employees.

7. TERM

The term of this Agreement shall be for one (1) year from the date of execution. Prior to or upon expiration, the District and Community Group shall review the Agreement and may mutually agree to amendments or renewal.

8. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

9. CONTROLLING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho.

10. SUCCESSORS AND ASSIGNS

All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

SIGNATURES

Kimberly School District

By: _____

Title: _____

Date: _____

Community Group

By: _____

Title: _____

Date: _____