

Community Use of School Facilities

Administrative Procedure – Community Use of School Facilities

Actor	<u>Requirements and Actions That Must Be Completed</u>
<p>Student, school related organizations and municipalities or requestors. See Appendix A</p>	<p>Submits, via the website, a request to use a facility. The request is received by the Site Administrator and must specifically include:</p> <ul style="list-style-type: none"> • The requestor’s name and contact information; • The facility to be used; • The date and hours the facility will be used; • Equipment that will be needed by the requestor; • The renter of a District school or facility shall be subject to a rental fee depending on the classification of the renter. Fees for each classification are shown on the 2015-2016 FEE Schedule. The five (5) classifications and categories of fee rentals are in Appendix A
<p>Any group , organization or individual (renter or requestor) that is not itself a District program See Appendix A</p>	<p>Submits, via the website, a request to use a facility. The request is received by the Site Administrator and must specifically include:</p> <ul style="list-style-type: none"> • The requestor’s name and contact information; • The facility to be used; • The date and hours the facility will be used; • Equipment that will be needed by the requestor; • A copy of a Certificate of Insurance naming the School District, its officers, agents and employees as additional insured <p>A. <u>General Liability To Include:</u> Comprehensive Broad Form General Liability Coverage in the amount of at least \$1,000,000.00, including premises operation, contractual, personal injury, and broad form property damage coverages.</p> <ol style="list-style-type: none"> 1. <u>Bodily Injury and Property Damage Liability</u> <u>Limits</u> of not less than \$500,000.00 each occurrence and \$500,000.00 annual aggregate. <p>The renter of a District school or facility shall be subject to a rental fee depending on the classification of the renter. Fees for each classification are shown on the 2015-2016 FEE Schedule. The five (5) classifications and categories of fee rentals are in Appendix A</p>

Actor	<u>Requirements and Actions That Must Be Completed</u>
Site Administrator – Building Principal or Designee	<ul style="list-style-type: none"> • Does facility use calendar, including all school and non-school related activities; • Receives facility request; • Determines the availability of the facility; • Approves or denies the request; • Notifies the requestor of the approval or denial; • If approved, sends the request to the Service Provider; (Building Engineer) • At the High School, requests are also routed to the Site Administrator who is responsible for Athletic Fields or the Auditorium for approval • Provides for supervision of the facility during rental times; • Assures that renters comply with the terms and conditions set forth in Section.
Service Provider – Building Engineer; Food Service Staff; Audio, Visual or Stage Equipment Staff; Security; Event Coordinator	<ul style="list-style-type: none"> • Responds to the requests for equipment, cleaning, supervision or technical assistance • When the use of District facilities and equipment requires supervision, cleaning or technical assistance in connection with the intended purpose or timing of the rental, District staff will be assigned and staff fees charged to the renter as part of the Contract in accordance with the fee schedule. These fees will apply to renters who may otherwise be exempt from facility fees (Class I).
Director of Operations or designee	<ul style="list-style-type: none"> • Gives final approval or denial of a facility use request and can override any decision made by the Site Administrator; • Sets up all information on the website for Requestors, Site Administrators, and Service Providers; • Sets up fee structure, accounting and invoicing for all facility rentals • Ensures insurance coverage is provided

INTRODUCTION

School facilities are available to the community for education, civic, cultural, and other non-commercial uses consistent with the public interest when such use does not interfere with the school program or school-sponsored activities. The use of school facilities for school purposes has precedence over all other uses. Persons on school premises must abide by the District's conduct rules at all times.

Student and school-related organizations and municipalities shall be granted the use of school facilities at no cost. Other organizations granted use of facilities shall pay fees and costs.

The Superintendent shall develop procedures to manage community use of school facilities which shall be reviewed and approved by the Board. Use of school facilities requires the Superintendent's approval and is subject to the procedures.

General Requirements. Any group, organization or individual (renter) that is not itself a District program (student club, athletic team, PTO, etc.) must complete a Contract for Rental of School Property ("Contract"), provide an Insurance Certificate and pay use fees according to their user classification. For internal scheduling purposes, even District groups should register facility use with the Building Principal's office.

It is the responsibility of the building *administration's* office to determine: 1. the availability of facilities, 2. prepare and submit the Contract to the Assistant Superintendent for Planning, Technology & Operations, 3. provide for supervision of the facility during rental times and 4. assure that renters comply with the terms and conditions set forth in Section.

The Board has designated the Assistant Superintendent for Planning, Technology and Operations as the District agent to sign Contracts to ensure their compliance with state law and the terms of this policy. A renter may not use facilities unless the Assistant Superintendent for Planning, Technology and Operations on behalf of the District has first signed the Contract

APPENDIX A

RENTER CLASSIFICATIONS AND FEE SCHEDULES

- A. Classification of Rental Users The renter of a District school or facility shall be subject to a rental fee depending on the classification of the renter. **Fees for each classification are shown in the tables in Appendix D.** The five (5) classifications and categories of fee rentals are as follows:

CLASS I

School affiliated organizations, school sponsored programs, and organizations whose primary purpose is to provide financial assistance to the school are all considered, for the purpose of these Procedures, to be school related. This category of user is exempt from facility rental fees, but subject to all staff and other out-of-pocket costs incurred by the District. This Class includes [the following](#):

1. Organizations directly associated with the District, and conducting activities for District school-age children. Examples include staff and student groups or clubs and school teams [associated with the District](#).
2. Park District activities that directly serve District school-age students and benefiting the residents of the School District.
3. Volunteer Groups conducting activities for District school-age children would include Boy Scouts of America, Girl Scouts of America, Camp Fire, Parent Council, [PTA/Home and School Organizations](#), booster clubs, etc. (when conducting regular meetings).
4. Units, or elected officials, of Federal, State and local government, when conducting community or official business within the District.
5. [Organizations \(such as public universities and colleges\) conducting staff development programs, joint school district cooperative ventures](#), in-service or other job-related training classes primarily for District staff. If the class was designed for District staff, **and** outside parties attend because of limited available openings, the function will not be subject to rental fees **if more than ninety percent (90%) of the participants are District staff**.

CLASS II

This category of user is for non-profit organizations whose academic or recreational activities **directly serve District** school-age students. This category must pay facility use fees and is also subject to all staff and other out-of-pocket costs incurred by the District. Included in this Class are:

1. Youth organizations such as Boys/Girls Clubs, Y.M.C.A., community sports leagues and National or State athletic organizations.

2. Non-profit performing arts groups, if located within the District and **directly** serving District students.

Note If the activities of the above groups do **not directly serve** District school-age students, Class III, non-profit rental rates apply.

CLASS III

This category of user is for all non-profit organizations where the use of facilities does not meet the conditions for the lower, Class II rental rates above. Included in this Class are:

1. Community organizations such as Rotary, Kiwanis, Jaycees, [Optimists](#), [Lions](#), etc.
2. Units of Federal, State and local government, when their use of the facility is not community or official business (i.e.: fundraisers, fee activities, sponsoring another group where that group would be subject to a rental fee schedule, etc.)
3. Non-profit groups (other than public community colleges or universities) conducting any in-service or job training classes to the general public and the classes are not solely for District staff.
4. Political organizations or elected officials, when their activities are not exclusively for community information purposes.
5. Churches and religious groups
6. National or State educational or employee organizations. If activity is to be hosted by District, and approved by the Site Administrator or the Assistant Superintendent for Planning, Technology and Operations, no rental fee will be charged.
7. Local civic and homeowner groups.
8. Non-profit groups providing services to the community and to District students.
9. Non-public non-profit colleges or universities.

CLASS IV

This category of user is for all commercial, profit making individuals and organizations, regardless of the purpose for their use of facilities.

Any activity of a profit-making organization for the purpose of donating profits or proceeds to the District, or a public charity, does not change the rental fee rate from their Class IV schedule.

CLASS V

This category of user is for public community colleges and universities (non-public non-profit colleges are subject to fees as Class III, non-profit organizations). If using equipment in a specialized classroom such as computer labs, vocational, science, or art rooms, etc., equipment charges listed in Section III. D shall apply.

If the public community college/university is providing classes at the written request of the District, where a minimum of 90% of students attending are Oswego Community Unit School District employees, this would be considered a reciprocal agreement and they would be subject to Class 1.4 rates.

APPENDIX B

USE OF ATHLETIC FIELDS/OUTSIDE FACILITIES

- A. General Conditions. Generally, facilities such as tennis, outdoor basketball and volleyball courts cannot be reserved.

However, contracts may be issued to groups for organized activities during specific recreation seasons. Separate Intergovernmental Agreements (I.G.A.'s) may be in force with the Park Districts for the scheduled use of certain fields during specified hours. In addition, annual contracts for baseball, football and soccer fields may be issued to and organized sports leagues when fields or times do not conflict with District programs or commitments under I.G.A. 's.

Priority in scheduling fields by the Site Administrator shall be given to Park Districts and leagues which have scheduled and used the same fields in previous years.

Use of District field facilities is subject to a per participant fee to offset the costs of maintaining the fields. However, if inside building facilities are requested by these groups, a separate contract must be written, and the fee schedules for such contracts will be applicable as set forth in other sections of these procedure.

All organizations using school fields or outside facilities shall be subject to the terms and conditions set forth in Section C following.

- B. Commercial Use of Grounds. When commercial enterprises request to use school grounds other than facilities listed in previous rate schedule to film advertisements, or for other business or promotional purposes, a contract must be written and normal procedures followed, including insurance liability certificates.

The flat-rate fee for such use is \$500.00 for each three (3) hour period in addition to any personnel or equipment uses that may apply.

- C. Terms and Conditions-Outside Facilities

1. The Renter shall properly prepare and maintain playing fields and related facilities during the period of their use. The Renter shall return the fields and facilities at the end of the rental period in the same condition as when the facilities were assumed. It shall be the judgment of the Site Administrator and/or the Director of Buildings and Grounds as to whether damages or maintenance was not completed by the renter. The cost to restore such facility shall be performed by the District and billed to the renter.
2. The Renter shall supervise both its own persons and all other persons in attendance at rental activities, and provide adequate adult leadership for children and adults in the areas used, as well as parking lots and immediately surrounding areas. The Renter shall police the premises during and following usage periods, and all rented areas shall be cleaned up by the organization, or fees paid for District personnel to do so.

3. Preparation of fields for renters program shall not interfere in any way with the school program at the site. No modification shall be made of the school premises without the approval of the Superintendent. Any approved permanent modifications shall become the property of the District.
4. The Renter shall have no authority or jurisdiction over District property, or improvements, except to police these premises during the time of renter's activities.
5. All activities shall terminate at or before 10 p.m., and field lights shall be turned off not later than 10 p.m. No inning of a baseball game shall be started after 9:30 p.m.
6. Only authorized adults shall be allowed in press boxes or on photography platforms. Public address systems, when used, shall be operated at a volume low enough to avoid disturbance of households in areas adjacent to the premises used.
7. Concessions stands shall not be opened for operation other than at times and dates when games are played. No glass containers or other breakable articles shall be dispensed at concessions stands.
8. The District reserves the right to re-schedule any or all facilities. If re-scheduling is required, the District shall provide a notice in writing to the renter of at least one week in advance.
9. The District reserves the right to terminate a rental contract upon notice if the renter has violated any of the terms and conditions contained herein, or has in any way abused the privilege granted in using school facilities.
10. Use of fields is not permitted while it is raining, or if field is wet and such activity will be harmful to the playing surface, and when such conditions may present a safety hazard to users.
11. All other rules and regulations of the District pertaining to rental contracts for the use of school facilities as set forth in the Rules, Regulations and Fees for Rental of School Property shall apply to a contract for outside facilities, and are binding on the renter.

APPENDIX C

TERMS AND CONDITIONS FOR RENTAL OF DISTRICT FACILITIES

A. General Terms

1. A written Contract for the Rental of School Property, a certificate of insurance and the payment of required fees must be completed and approved by both the Site Administrator and the Assistant Superintendent for Planning, Technology and Operations before facilities may be used. In addition to the terms and conditions set forth here, a renter shall be provided a copy of the Rules, Regulations and Fees for Rental of School Property ("Rules"), which shall be considered to be a part of this Contract.
2. Application for the use of facilities should be submitted at least 30 days prior to the first proposed use. The proposed contract must be in the **District Office** at least ten (10) workdays prior to facility use.
3. All amounts due under this contract must be paid in advance for uses within the first thirty (30) calendar days. Amounts due after 30 days will be billed, and must be paid, prior to use for each of the following thirty (30) day periods.
4. The District may cancel the use of the facility on the date or dates specified in the Contract by notifying renter by telephone, messenger or letter to the address given on the Contract at any time prior to any scheduled use. The District reserves the right to refund payments made in advance for the rental of any facility if the Board should decide that the Contract is not in the best interest of the District.
5. The renter agrees to indemnify and hold harmless the District from any claims or loss.
6. Proof of liability insurance in the amount of \$500,000 and property damage of \$50,000 with the Oswego Community Unit School District named as "additional insured" on the policy is required. A certificate of insurance is required as evidence of this coverage.
7. The renter affirms that no event will be held for the purpose of advancing any theories subversive to the constitutions or laws of the State of Illinois, or the United States, or for the purpose of advocating social or political change by violence.
8. When schools are closed Monday through Friday due to weather conditions, afternoon and evening activities in school facilities will automatically be cancelled. Occasionally, it may be necessary to cancel activities in a particular school or facility because of a problem, such as plumbing or heating, etc.

B. Rental Terms

1. Any renter/user using School District facilities for activities, which include school-age children, will ensure compliance with the District's Student Code of Conduct. Any illegal behavior will be referred to proper authorities for appropriate legal action. The rental/user contract may be terminated immediately by the District if the renter/user fails to comply with these provisions.

2. Fees incurred by a renter for utilizing District staff will be charged through this Contract to the renter in accordance with the District fee schedules. District staff must be paid through District staff payroll.
3. All activities must be under competent adult supervision supplied by renter. The Site Administrator or other facility manager shall have authority over renters' activities, and renter shall abide by all requests made by the Site Administrator or designee. Administrators or other authorized District staff are to have access to all facilities at any time. Premises are to be vacated at the times specified.
4. All District properties shall be left in as good condition as when received. The Renters personal property is to be removed from the premises immediately upon completion of Contract term unless previous arrangements have been made, and the District shall not be responsible for the renter's personal property in any way during or after a rental period.
5. No smoking or alcoholic beverages are allowed anywhere on District premises. No refreshments are to be served or sold on school grounds, or in the buildings except in the appropriate facilities, and only with the prior approval of the building administrator and the Director of Food Services.
6. Kitchen facilities shall not be used (excluding sinks and counters), unless approved by the Director of Food Services, under the supervision of qualified staff provided.
7. Laboratory facilities such as computer labs, home economics labs, shops, media centers, science labs and art labs will not be rented out, unless approved by the Site Administrator, the Assistant Superintendent of Planning, Technology and Operations, and appropriate staff provided. Equipment rates in addition to room rental rates may apply for rental of these areas.
8. As a general rule, **Classrooms will not be rented out**, unless approved by the Site Administrator and the Assistant Superintendent of Planning, Technology and Operations.
9. The district shall furnish the necessary lifeguards to adequately supervise the pool during the rental activity. Fees incurred by a renter for utilizing District staff will be charged through this Contract to the renter in accordance with the District fee schedules. District staff must be paid through District staff payroll.
10. Auditorium Facilities are primarily a laboratory for teaching and learning. Secondly, the facilities should be used as a showcase for students' learning, be it in the form of final performance or work in progress. Auditorium facilities are not available for rental on a regular basis, i.e., every Sunday, etc. Use of the auditorium will require the assignment of District operating staff.
11. The use of District facilities for personal or private parties and celebrations is prohibited. This includes birthday celebrations, anniversary celebrations, wedding receptions, and similar activities.

12. Signs, displays, or materials may not be permanently attached, nailed, or otherwise affixed to school facilities, and must be removed promptly at the conclusion of the event.

C. Other Terms and Conditions. In addition to the terms and conditions set forth on both sides of the Contract for use of school facilities, the following additional terms and conditions shall apply:

1. Sub-Contracting - The renter shall not assign or sub-contract any facility, or area therein, nor any rights under a contract to another party. Any party other than the renter must execute a separate Contract with the District.
2. Alteration of Premises - The renter shall occupy the premises in the condition in which they exist. Should any renter remove or change the location of any equipment, such changes shall be made at their expense and renter shall return such equipment back to the condition and location in which it was originally found. Renter shall make no changes or alterations without prior written approval of the Site Administrator

No decorative or other materials shall be attached to any part of the rental facilities so as to damage these facilities. All decorative or other materials shall be non-combustible, or be suitably treated with a flame retardant.

No fireworks or explosives shall be used on the premises without the direct, separate written consent of the Assistant Superintendent for Planning, Technology and Operations.

3. Obstruction of Passageways - No portion of sidewalks, entries, passageways, aisles, elevators, windows, ventilators, lighting fixtures or other ways of access to the facilities or their utilities shall be obstructed, or cause to be used for any purpose other than ingress or egress.
4. Termination of Contract Loss of Facilities - In case of fire, casualty or other unforeseen occurrence which render the District unable to provide contracted facilities, said Contract shall be immediately terminated, and District shall not be liable for any claims or damages resulting there from. Renter shall be liable only for payments during the time premises were used.
5. Special Interest Groups - Regular use of facilities by special interest groups shall be limited. Special Interest Groups are designated as Class III.
 - A. Rental of facilities for special interest groups will be renewed every six (6) months, with a maximum of four (4) renewals. Executing a new Contract after the two (2) year term is subject to District review. A renewal after the six (6) months is the responsibility of the Contract holder.
6. Compliance with Law - Renters of District facilities shall comply with all laws of the United States, the State of Illinois and applicable city/village ordinances, including any rules and regulations contained herein for the facilities owned and under the control of the District. Violations by the renter may result in cancellation of a Contract, and immediate discontinuance of the use of facilities.