

Cooperstown Central School District



Facilities Use Handbook

July 2022

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COOPERSTOWN CENTRAL SCHOOL DISTRICT

39 Linden Avenue
Cooperstown, NY 13326

Community Use of School Facilities

Philosophy of the Cooperstown Central School District Board of Education recognizes that Cooperstown Central School District’s facilities and grounds are primarily maintained for the education and recreation of Cooperstown Central School District’s children. The District’s philosophy also recognizes that establishing a community use program provides an integral link between its schools, district residents, students’ families, and the communities it serves.

The Cooperstown Board of Education desires to nurture the community’s involvement in the schools and encourage the schools as community centers. Moreover, by encouraging economical use of space and obtaining revenue through assessment and collection of fees, community use of the District’s facilities and grounds is beneficial to both the District and its community.

Use of Cooperstown Central School District’s facilities must be consistent with ***Policy 3280: Community Use of Facilities (Appendix I)***. Community use shall not pose an unwarranted risk to the District’s facilities or grounds, or to the well-being and good order of the community.

District facilities shall be accessible to responsible organizations, associations, and individuals of the community for appropriate civic, cultural, religious, educational, social, recreational, governmental and general political activities. The appropriateness of activities shall be defined in terms of compliance with policies and not by judgments made about the subject matter or content of such activities, except as otherwise provided by Board of Education policies. Permission for use of District facilities shall not constitute Cooperstown Central School District’s endorsement of an organization, the beliefs of an organization or group, the expression of any opinion regarding the nomination, retention, election or defeat of any candidate or the expression of any opinion as to the passage or defeat of any issue.

In accordance with *Board of Education Policy 3280: Community Use of School Facilities*, the following regulations are established for use of all school facilities. These regulations, which include a fee and rental rate schedule, are to be presented to the Board for approval annually at the reorganization meeting along with Policy 3280.

1. Contact and Correspondence

A. All requests for use of school facilities are first to be received by:

Facilities Coordinator
Cooperstown Central School District
39 Linden Avenue
Cooperstown, NY 13326

Telephone: (607) 547-2650
Fax: (607)547-5100
Email: facilities@cooperstowncs.org
Website: www.cooperstowncs.org

B. All uses of school facilities must be preceded by the submission of a *Use of Facility Request Form* at least ten (10) days prior to the anticipated activity.

Confirmation of room reservations is required in advance of any use of a school facility. Payment in full in advance is required.

2. *Registration and Classification of User Groups*

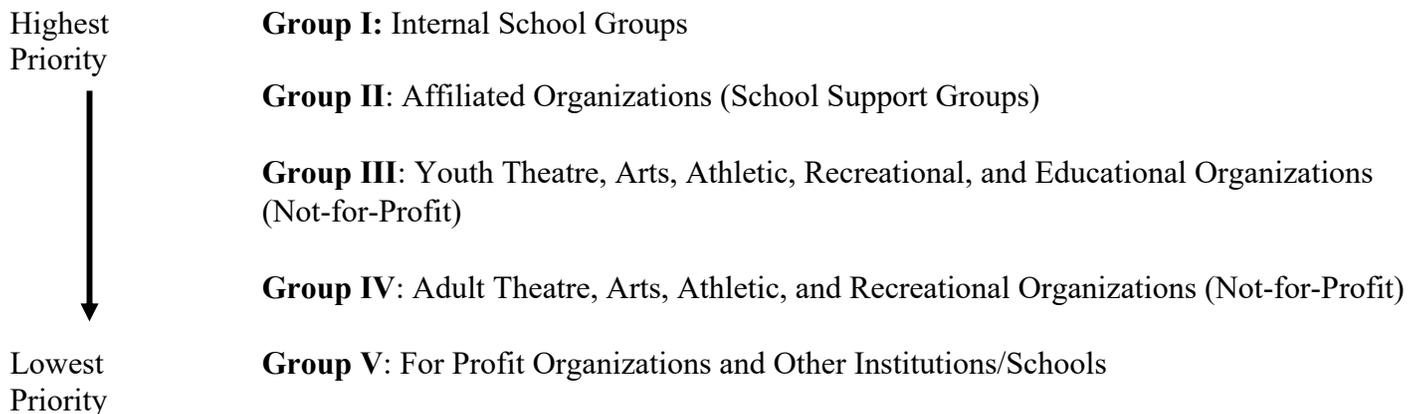
All potential users of school facilities must register with the District facilities coordinator prior to any consideration for the use of school facilities using the *Use of Facility Registration Form* found on the District’s website. This form should be filled in by an officer of the group requesting use of a school facility. Regional athletic groups are required to send a roster with participant names, grade, and their school for determination of acceptance.

All users will be issued a classification upon registration. This classification will determine the priority of access as well as the fees to be charged. Classification position will also determine priority rights in the event of schedule conflicts, and the obligation to pay additional fees.

Disputes regarding classification will be determined by the Superintendent of Schools or their designee.

Special consideration will be given to specific events and activities requested by outside groups in which members of the Cooperstown Central School District fulfill a critical, direct, and/or leadership role in educational, cultural, or athletic activities. Such consideration will be in effect only for the single designated event and is not ongoing and requires the approval of the Superintendent of Schools.

Upon evaluation of the *Use of Facility Registration Form*, the requestor’s organization will be classified by the District as one of the following groups for purposes of determining priority access, and applicable fees and/or rental charges.



Group I organizations will have the highest priority for access and will not be assessed fees, while **Group V** organizations will have the lowest priority for access and will be assessed all applicable fees and/or rental charges.

3. Facility Coordinator Review

All requests for facility use will be reviewed by the facilities coordinator to ascertain the following information:

- A. Conflicts with previously scheduled school events and activities,
- B. Negative past experiences with the organization requesting the use of the facility including but not limited to:
 - a. damage or destruction of school property,
 - b. lack of supervision and control of participants and/or spectators,
 - c. excessive debris, trash, and insufficient clean up by the group, and
 - d. failure to cooperate with school staff.

The facilities coordinator in collaboration with the coordinator of athletics and extracurricular activities and building principals will identify any athletic fields and other play surfaces that are deemed unsafe or in need of rehabilitation. These areas (upon approval of the superintendent of schools) will be taken out of service for non-school groups for a designated time period.

School facilities are generally available between September 1st and June 30th. Availability to eligible groups and for eligible uses is subject to but not limited to: considerations of district need, potential risk of harm to participants, potential damage to district facilities, and the district's ability to provide staffing to maintain opening and closing of the building. A custodian and/or other District approved designee will be on-duty at all times when facilities are in use. Custodial supervision will be provided "at no cost" during regular working hours (see Appendix II). After hours, weekend, and holiday use will be accommodated only if custodial and grounds staff or a District approved designee are available to cover the event. In all such circumstances, organizations classified in user **Groups III through V**, will be required to pay while **Group II** organizations may have to.

Use of workshops, science labs, and other specialized facilities will be strictly limited and evaluated on an individual basis.

Request for use of a particular facility shall be consistent with the activity and the number of persons who will use the facility. Typically, larger spaces like cafeterias, gymnasiums, and the auditorium will not be available for events or activities with less than 15 participants.

Grounds facilities (e.g. fields, courts, playgrounds) may not be used by non-school groups when school is in session.

Summer availability of indoor school facilities may be severely limited due to the disruption caused by summer cleaning, repairs, construction, and storage.

4. Requests from Commercial Entities

Requests for use of school facilities by commercial entities will be reviewed by the Superintendent of Schools or their designee. The potential benefits derived by students or staff will be weighed against the costs to the District and the profit margin of the commercial entity in considering approval and fees.

In all questionable requests, the Director of Facilities will seek the advice and judgment of the Superintendent of Schools or their designee.

5. *Liability Agreement and Insurance*

An organization will be required to defend the district and hold it harmless against any liability or loss arising out of the organization's use of the facilities. To meet this requirement, the organization must provide the district, upon application or at least ten (10) days in advance of the use of the facilities, with an executed copy of the ***Hold Harmless Agreement*** and acceptable evidence of insurance coverage (Certificate of Insurance) of not less than \$1,000,000.00 per occurrence / \$2,000,000.00 aggregate. The Certificate of Insurance must name Cooperstown Central School District, 39 Linden Avenue, Cooperstown, NY, as Certificate Holder and Additional Insured and include the following wording:

“On a primary and noncontributory basis with a waiver of subrogation and with a 30-day notice of cancellation as respects to the Commercial General Liability coverage.”

GROUPS WILL NOT BE ALLOWED TO USE THE DISTRICT FACILITIES UNLESS A VALID CERTIFICATE OF INSURANCE IS ON FILE.

- A. The user hereby agrees to name the Cooperstown Central School District as an unrestricted additional insured on the applicant's policy.
- B. The policy naming Cooperstown Central School District with its legal entity address of 39 Linden Avenue Cooperstown NY 13326 as an additional insured shall:
 - be an insurance policy from an A.M. Best-rated “secured” New York State insurer, permitted to do business in New York State;
 - contain a 30 – day notice of cancellation;
 - State that the organization's coverage shall be primary and non-contributory coverage for the district, its Board, employees, and volunteers. It is the intent of this agreement that additional insured status shall cover and extend to property and facilities including, but not limited to all areas identified in the application and/or permit, and sidewalks, walkways, parking lots, entrances, stairs, and all other areas incidental to and/or connected with the use of the premises.
 - Additional insured status shall be provided by standard or other endorsements that extend coverage to the Cooperstown Central School District (CG 20 26 11 85) or its equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance;
- C. The user agrees to indemnify the Cooperstown Central School District for any applicable deductibles;
- D. Required Insurance:
Commercial General Liability Insurance - \$1,000,000.00 per occurrence / \$2,000,000.00 aggregate;

E. Applicant acknowledges that failure to obtain such insurance on behalf of the Cooperstown Central School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Cooperstown Central School District. The applicant is to provide the Cooperstown Central School District with a certificate of insurance, evidencing the above requirements have been met. The failure of the Cooperstown Central School District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of all rights held by the Cooperstown Central School District.

At Cooperstown Central School District's request, the user shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the user will provide a copy of the policy endorsements and forms.

The Certificate of Insurance must describe the services provided by the facility user covered by the liability policies.

The insurance producer must indicate whether they are an agent for the companies providing the coverage.

The facility user agrees to indemnify the Cooperstown Central School District for any applicable deductibles and self-insured retentions.

Additional requirements may include, but are not limited to:

Workers' Compensation (C-105.2 or U-26.3); and New York State Disability Insurance (DB-120.1) for all employees;

6. *Kitchen Facilities and Food Service*

Sanitary conditions require a District food service employee to be hired at the appropriate rate to supervise the activity. This cost will be in addition to any rental fee and/or custodial care that may be required.

The District strongly encourages all groups to use the District food service staff for catering all activities held in its kitchen facilities.

7. *Clean Up Required*

All users are required to leave the school facility as it was found and required to cleanup any debris, trash, spills, and other litter. School custodial and grounds staff will be primarily responsible for final mopping, sweeping, and servicing of facility after use.

8. *Audiovisual Equipment*

All requests for the use of audiovisual equipment will be reviewed and managed by the District's designated employee.

All uses of audiovisual equipment will require the presence of a District employee at a standard labor cost to be determined by the facilities coordinator.

9. *Security Deposit and Fee Structure (Appendix II)*

For all non-school users (**Groups III - V**), the District will assess a \$200 security deposit for the year and assess fees and charges as outlined in Appendix II. These fees are intended to cover the costs borne by the Cooperstown Central School District taxpayers for non-school uses and, in the case of **Groups IV and V**, the inherent wear and tear of school facilities. The security deposit will be used in the event of any damage to the buildings and grounds. If no damage has occurred, the deposit will be applied toward the final payment for facility use.

Two categories of fees shall be established annually:

- a. **Facility Use Fees** -Nominal charges intended to offset the additional cost to School District taxpayers for facility use including but not limited to lighting, heat, facility oversight, grounds care, etc. Groups I and II will not be charged facility use fees.
- b. **Staffing Fees - Groups III - V** will be responsible for paying the costs of custodial, kitchen and/or security personnel specifically attributable to their usage of the facilities. These fees will most commonly be required after normal hours of assigned staff, including nights, weekends, and holidays. In addition, however, **Group III - V** will also be required to pay staffing fees for any additional staff required for a particular event or activity beyond the staff normally on duty.

Additional support may be needed depending on the number of participants at an event.

1 – 100 people = 1 custodian
100 – 500 people = 2 custodians
500+ people = 3 custodians

Personnel charges for **Group II** events conducted strictly as student activities may be waived by the Superintendent of Schools or their designee; however, **Group II** fund-raising events whose profits are not to be used solely for the benefit of the school or its students will not be exempt from such fees.

All fees may be adjusted annually to correspond with the fiscal year (July 1st to June 30th) and will be revised for special adjustments for utility and labor rates.

10. *Cancellations and Refunds*

District needs for facilities will always take precedence over other issues. In the event it becomes necessary for a district function to be scheduled at a time and place previously assigned to an applicant, the district function shall take precedence. If the applicant cannot reschedule the activity, any fees or deposits paid will be refunded by the district. In no event shall the district be liable for any losses or damages incurred by such a change.

When anticipated unscheduled school events conflict with previously scheduled non-school use, the District will advise the facilities coordinator as soon as possible, but no later than ten (10) days in advance of the event. In the event of a scheduling conflict, the facilities coordinator will notify **Groups II - V** that the facility is no longer available on their scheduled date.

In the event of school cancellations (“Snow Days”) or early dismissals, all use of facilities will also be cancelled. Weekend events will be cancelled as determined by the facilities coordinator; if necessary, notification will be posted on the District’s website and a call may be made using the emergency notification phone system.

11. Field Cancellations

In order to avoid injury to players and damage to fields due to poor conditions, the facilities coordinator in collaboration with the coordinator of extracurricular activities and athletics and building principals will issue directions as to the availability of playing fields. In the event of inclement weather or other cause for cancellation of field use, all users must obey any directive issued by the facilities coordinator. Failure to abide by any directive will result in the revocation of all privileges.

12. Supervision

All uses of District facilities must be directly supervised by one or more adults at all times. Each group using the facilities must designate a responsible adult (Group Contact Person), who will serve as the contact for communication from and to district staff. The Group Contact Person must be always present and assumes certain responsibilities for enforcing district rules and regulations.

Students may only use facilities when under the direct supervision of a coach, teacher, or group leader. Unauthorized use of facilities will be grounds for discipline.

13. Expected Conduct

It is expected that every member of the Cooperstown community will contribute to and accept responsibility for an orderly and respectful climate while in our school buildings and on our school grounds, as described in the Code of Conduct on School Property (Board Policy 3410).

All activities conducted on school property must conform to federal and New York State laws, municipal ordinances, and District policies and regulations.

Organizations authorized to use school facilities assume responsibility for the conduct of both participants and spectators. Arrangement for supervision of anticipated crowds must receive prior approval of the facilities coordinator.

Participants and spectators are responsible for:

- their own behavior;
- being respectful of all other participants and respectful of the values and views of others;
- being positive members of the school community;
- listening and following directions of coaches, activity leaders, and all school district personnel; and
- behave in a manner that will promote a safe and productive environment for all.

School facilities must be left in the same condition as they are found. Desks, displays, etc. should not be disturbed. All electronic equipment or movable properties owned by the District will at all times remain under the control of the District.

The District will assume no responsibility for equipment or property belonging to a community group or organization. Such property may not be stored on school property, unless specifically approved by the Superintendent or his/her designee.

Community groups will be liable for any damage to school property resulting from activities they sponsor. A check of the school facility will be made before and after each activity by the Group Contact Person and the custodian on duty.

Reimbursement to the District will be required prior to any continued use of school facilities.

Vehicles are not allowed on grassed areas or athletic fields. Parking for any large event should be controlled by sufficient personnel. Use of auxiliary police for this purpose may be required. All charges associated with the use of such services will be assumed by the organization.

Except for rest room facilities, participants and spectators should remain in the area or room assigned for an activity.

14. Law Enforcement

School personnel are instructed to request law enforcement for immediate assistance and intervention with any individuals or organizations that do not comply with their instructions.

15. Gratuities

No tipping or payment of gratuities is permitted to any District staff member

APPENDIX I

Board of Education Policy 3280: Community Use of Facilities

SUBJECT: COMMUNITY USE OF SCHOOL FACILITIES

It shall be the policy of the Board to encourage the greatest possible use of school buildings for community-wide activities. This is meant to include use by recognized civic, social and fraternal and religious organizations in accordance with law. Groups wishing to use the school facilities must secure written permission from the appropriate building principal and abide by the rules and regulations established for such use including restrictions on alcohol, tobacco, and drug use. The Superintendent, at their discretion, may consult with the Board of Education. Reports may be made to the Board regarding community use of the school facilities.

Specific Requirements Relating to Boy Scouts and other Title 36 Patriotic Youth Groups

The Boy Scouts Act applies to any local educational agency (LEA) that has a designated open forum or limited public forum and that receives funds made available through the U.S. Department of Education (DOE). It applies to any group officially affiliated with the Boy Scouts of America or any other youth group designated in Title 36 of the United States Code as a patriotic society.

Under this law, no covered entity shall deny equal access or a fair opportunity to meet or discriminate against any group affiliated with the Boy Scouts of America or any other Title 36 patriotic youth group that wishes to conduct a meeting within the covered entity's designated open forum or limited public forum. No covered entity shall deny access or opportunity or discriminate for reasons including the membership or leadership criteria or oath of allegiance to God and country of the Boy Scouts of America or of the Title 36 patriotic youth group. The statute applies regardless of the entity's authority to make decisions about the use of its own school facilities.

For purposes of these regulations, an elementary or secondary school has a designated open forum whenever the school involved designates a time and place for one or more outside youth community groups to meet on school premises or in school facilities, including during the hours in which attendance at the school is compulsory, for reasons other than to provide the school's educational benefits or services.

For purposes of these regulations, an elementary or secondary school has a limited public forum whenever the school involved grants an offering to, or opportunity for, one or more outside youth or community groups to meet on school premises or in school facilities before or after the hours during which attendance at the school is compulsory.

Access to facilities and the ability to communicate using school-related means of communication must be provided to any group officially affiliated with the Boy Scouts of America or any other Title 36 patriotic youth group on terms that are no less favorable than the most favorable terms provided to other outside youth or community groups.

No school, agency, or school served by an agency to which the Boy Scouts Act applies are required to sponsor any group officially affiliated with Boy Scouts or any other Title 36 patriotic youth group.

(Continued)

Community Relations

SUBJECT: COMMUNITY USE OF SCHOOL FACILITIES (Cont'd.)

The obligation to comply with the Boy Scouts Act is not obviated or alleviated by any State or local law or other requirement.

Sunday Activities

It is the District's intent to limit the use of buildings and property on Sundays. However, under extenuating circumstances a building principal may grant permission to school personnel to schedule school related activities on Sunday.

Sunday building usage by outside groups may be granted by the appropriate building principal upon demonstration of need. It is understood that in such circumstances a cleaner will be hired whose salary will be borne by the group using the building.

Education Law Section 414
34 Code of Federal Regulations (CFR) Part 108

NOTE: Refer also to Policies #3410 -- Code of Conduct on School Property
#5640 -- Smoking/Tobacco Use
#7310 -- School Conduct and Discipline
#7320 -- Alcohol, Tobacco, Drugs and Other Substances (Students)
District Code of Conduct on School Property

Board of Education Policy 3410: Code of Conduct on School Property

SUBJECT: CODE OF CONDUCT ON SCHOOL PROPERTY

The District has developed and will amend, as appropriate, a written Code of Conduct for the Maintenance of Order on School Property, including school functions, which shall govern the conduct of students, teachers and other school personnel, as well as visitors and/or vendors. The Board of Education shall further provide for the enforcement of such Code of Conduct.

For purposes of this policy, and the implemented Code of Conduct, school property means in or within any building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of the District's elementary or secondary schools, or in or on a school bus; and a school function shall mean a school-sponsored extracurricular event or activity regardless of where such event or activity takes place, including those that take place in another state.

The District Code of Conduct has been developed in collaboration with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel.

The Code of Conduct shall include, at a minimum, the following:

1. Provisions regarding conduct, dress and language deemed appropriate and acceptable on school property and at school functions, and conduct, dress and language deemed unacceptable and inappropriate on school property; provisions regarding acceptable civil and respectful treatment of teachers, school administrators, other school personnel, students and visitors on school property and at school functions; the appropriate range of disciplinary measures which may be imposed for violation of such Code; and the roles of teachers, administrators, other school personnel, the Board of Education and parents/persons in parental relation to the student;
2. Provisions prohibiting discrimination and harassment against any student, by employees or students on school property or at a school function, that creates a hostile environment by conduct, with or without physical contact and/or verbal threats, intimidation or abuse, of such a severe nature that:
 1. Has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional and/or physical well-being; or
 2. Reasonably causes or would reasonably be expected to cause a student to fear for his/her physical safety. Such conduct shall include, but is not limited to, threats, intimidation, or abuse based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practices, disability, sexual orientation, gender as defined in Education Law Section 11(6), or sex; provided that nothing in this subdivision shall be construed to prohibit a denial of admission into, or exclusion from, a course of instruction based on a person's gender that would be permissible under Education Law Sections 3201-a or seq.), or to prohibit, as discrimination based on disability, actions that would be permissible under 504 of the Rehabilitation Act of 1973;
3. Standards and procedures to assure security and safety of students and school personnel;
4. Provisions for the removal from the classroom and from school property, including a school function, of students and other persons who violate the Code;

5. Provisions prescribing the period for which a disruptive student may be removed from the classroom for each incident, provided that no such student shall return to the classroom until the Principal (or his/her designated School District administrator) makes a final determination pursuant to Education Law Section 3214(3-a)(c) or the period of removal expires, whichever is less;
6. Disciplinary measures to be taken for incidents on school property or at school functions involving the use of tobacco, the possession or use of illegal substances or weapons, the use of physical force, vandalism, violation of another student's civil rights, harassment and threats of violence;
7. Provisions for responding to acts of discrimination and harassment against students by employees or students on school property or at a school function pursuant to clause (b) of this subparagraph;
8. Provisions for detention, suspension and removal from the classroom of students, consistent with Education Law Section 3214 and other applicable federal, state and local laws, including provisions for school authorities to establish procedures to ensure the provision of continued educational programming and activities for students removed from the classroom, placed in detention, or suspended from school, which shall include alternative educational programs appropriate to individual student needs;
9. Procedures by which violations are reported and determined, and the disciplinary measures imposed and carried out;
10. Provisions ensuring the Code of Conduct and its enforcement are in compliance with state and federal laws relating to students with disabilities;
11. Provisions setting forth the procedures by which local law enforcement agencies shall be notified of Code violations which constitute a crime;
12. Provisions setting forth the circumstances under and procedures by which parents/persons in parental relation to the student shall be notified of Code violations;
13. Provisions setting forth the circumstances under and procedures by which a complaint in criminal court, a juvenile delinquency petition or person in need of supervision ("PINS") petition as defined in Articles 3 and 7 of the Family Court Act will be filed;
14. Circumstances under and procedures by which referral to appropriate human service agencies shall be made;
15. A minimum suspension period for students who repeatedly are substantially disruptive of the educational process or substantially interfere with the teacher's authority over the classroom, provided that the suspending authority may reduce such period on a case-by-case basis to be consistent with any other state and federal law. For purposes of this requirement, as defined in Commissioner's Regulations, "repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom" shall mean engaging in conduct which results in the removal of the student from the classroom by teacher(s) pursuant to the provisions of Education Law Section 3214(3-a) and the provisions set forth in the Code of Conduct on four (4) or more occasions during a semester, or three (3) or more occasions during a trimester, as applicable;
16. A minimum suspension period for acts that would qualify the student to be defined as a violent student pursuant to Education Law Section 3214(2-a)(a). However, the suspending authority may reduce the suspension period on a case-by-case basis consistent with any other state and federal law;
17. A Bill of Rights and Responsibilities of Students which focuses upon positive student behavior and a safe and supportive school climate, which shall be written in plain-language, publicized and explained in an age-appropriate manner to all students on an annual basis; and

18. Guidelines and programs for in-service education programs for all District staff members to ensure effective implementation of school policy on school conduct and discipline, including but not limited to, guidelines on promoting a safe and supportive school climate while discouraging, among other things, discrimination or harassment against students by students and/or school employees; and including safe and supportive school climate concepts in the curriculum and classroom management.

APPENDIX II

Labor Rates and Fee Schedule

FACILITY	GROUP III	GROUP IV	GROUP V
	Rate (\$/hour)	Rate (\$/hour)	Rate (\$/hour)
Athletic Field:	\$ 15.00	\$ 60.00	\$ 90.00
Baseball			
Football			
Soccer			
Softball			
Track			
Auditorium/Theatre	\$ 25.00	\$ 75.00	\$ 100.00
Stage	\$ 11.00	\$ 34.00	\$ 46.00
Cafeteria (without kitchen)	\$ 12.00	\$ 35.00	\$ 47.00
Classroom (Room#)	\$ 5.00	\$ 10.00	\$ 15.00
Gymnasium	\$ 50.00	\$ 160.00	\$ 200.00
Library	\$ 10.00	\$ 20.00	\$ 25.00
Locker Room (Boys)	\$ 10.00	\$ 15.00	\$ 20.00
Locker Room (Girls)	\$ 10.00	\$ 15.00	\$ 20.00
Music Room	\$ 10.00	\$ 20.00	\$ 25.00
School Bus			
Wrestling	\$ 10.00	\$ 20.00	\$ 30.00
PERSONNEL			
Custodial/ Cafeteria Personnel	\$ 50.00	\$ 50.00	\$ 50.00
Information Technology (IT)	\$ 35.00	\$ 35.00	\$ 35.00

****Custodial/Cleaner Hours****

Elementary Schools 7:00 am – 11:00 pm Monday - Friday

Junior Senior High School 7:00 am – 11:00 pm Monday – Friday

** Custodial/Cleaner hours for September 1st – June 30th. Hours are subject to change. **

Custodial fees will not be charged if event occurs when custodians are on-duty & no additional staff are required.

Custodial fees will be charged for each hour of event, plus ½ hour before and after the event.

Per District Policy 3280, use of the buildings and grounds is limited on Sundays. However, under extenuating circumstances a building principal may grant permission to school personnel to schedule school related activities on Sunday.

Sunday usage by outside groups may be granted by the appropriate building principal upon demonstration of need.

APPENDIX III

RULES GOVERNING THE USE OF COOPERSTOWN CENTRAL SCHOOL FACILITY AND/OR PREMISES

NOTICE: Applicant's signature acknowledges Applicant's agreement to abide by all rules governing use of facility and/or premises. These rules apply to use of all Cooperstown Central School District's buildings, grounds and/or ball fields or parks, including owned or leased facilities. Failure to abide by these rules may result in denial of future requests for use and liability for any damages, which may occur as a result of such failure.

1. Application for public use of facility and/or premises shall be made on the "Contract for Use of District Facility and/or Premises" form obtained from the facilities coordinator and shall be filed at least ten (10) days before the proposed date of use with the facilities coordinator.
2. All applicants must provide the following insurance ten (10) days prior to using facilities – **FAILURE TO PROVIDE INSURANCE PRIOR TO USE WILL RESULT IN REVOCATION OF APPLICANT PERMIT**
 - A. The user hereby agrees to name the Cooperstown Central School District as an unrestricted additional insured on the applicant's policy.
 - B. The policy naming Cooperstown Central School District with its legal entity address of 39 Linden Avenue Cooperstown NY 13326 as an additional insured shall:
 - be an insurance policy from an A.M. Best-rated "secured" New York State insurer, permitted to do business in New York State;
 - contain a 30 – day notice of cancellation;
 - state that the organization's coverage shall be primary coverage for the Cooperstown Central School District, its Board, employees, and volunteers;
 - additional insured status shall be provided with ISO endorsement CG 20 26 11 85 or its equivalent;
 - C. The user agrees to indemnify the Cooperstown Central School District for any applicable deductibles;
 - D. Required Insurance:
Commercial General Liability Insurance - \$1,000,000.00 per occurrence / \$2,000,000.00 aggregate;
 - E. Applicant acknowledges that failure to obtain such insurance on behalf of the Cooperstown Central School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Cooperstown Central School District. The applicant is to provide the Cooperstown Central School District with a certificate of insurance, evidencing the above requirements have been met. The failure of the Cooperstown Central School District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of all rights held by the Cooperstown Central School District.

3. The Applicant expressly agrees that any use of a facility and/or premises is for Applicant's own purposes and not the purposes of the Cooperstown Central School District.
4. Any permit covering the use of a facility and/or premises is subject to restriction or cancellation at any time by the grantor and/or the school's facilities coordinator.
5. Application may be reviewed by the Superintendent of Schools, who may require detailed information from applicants, may reject an application, and may cancel any permit previously issued.
6. The Applicant is not allowed to sub-contract.
7. Organizations appearing on the list of subversive organizations, through the office of the Attorney General of the United States of America, shall not be allowed use of any facility and/or premises of Cooperstown Central School District under any circumstances.
8. Fees for use of facility and/or premises will be charged in accordance with the current Building Use Fee Schedule.
9. Applicant agrees to comply with all applicable Cooperstown Central School District's Board Policies and Procedures and agrees to provide a safe environment for all.
10. When inclement weather conditions exist, please call facilities coordinator to see if playing field use has been restricted. "Do not use fields when damage may occur due to extremely wet or dry conditions." Applicant is responsible for damages for failing to comply with this requirement.
11. The Applicant is responsible for inspecting facility and/or premises prior to use to determine suitability of premises for intended use and for completing the Facility Use Inspection Checklist. All buildings must be vacated in accordance with the contract established between the parties and/or the condition in which they were found.
12. Applicant is responsible for arranging staff coverage with Cooperstown Central School District during the time the facility and/or premises is occupied by an applicant when activity is scheduled beyond normal working hours for the facility. When the facilities are being used at times when custodians are not on duty, Cooperstown Central School District will provide a custodian at the overtime rate, if applicable. All costs for a custodian or Community Use Designee shall be the responsibility of the Applicant, including such costs as may be required by federal or state wage and hours laws.
13. When the use of the school kitchen is required, the cook manager or a member of the cafeteria staff selected by the food service supervisor will be assigned to the duty at the overtime rate, if applicable. All costs for cook manager and/or cafeteria staff shall be the responsibility of the Applicant, including such costs as may be required by federal or state wage and hours laws.
14. Prior to the start of use, an announcement should be made to the applicant's group regarding emergency evacuation procedures; for example, pointing out posted procedures, directions for exiting, how to respond to fire alarms, etc.

15. Room capacity may not be exceeded.
16. Temporary electrical or mechanical modifications are prohibited.
17. No open flame, candles, fire, or smoking shall be allowed on or around district buildings or grounds at any time.
18. In case of emergency, or fire please dial 911.
19. The person receiving the permit shall obtain from Cooperstown Central School District permission to decorate, shall use only materials acceptable to the local fire marshals, and shall remove all decorations before leaving the building. Stairways, corridors, and entrance/exits must always be kept clear. When applicable, auditorium exit lights must be used.
20. Defacement of walls by holes or nails is not permitted. The use of material on floors or other parts of the facility and/or premises is prohibited without the approval of the director of facilities. Damages or destruction to any facility and/or premises is not permitted, and the cost of all repairs will be charged to the Applicant.
21. The possession or use of alcoholic beverages, illegal substances, tobacco products and weapons in hand on all the Cooperstown Central School District property, including all district buildings, district grounds, district-owned and leased vehicles, and sites leased is strictly prohibited. No person shall be permitted in a building that shall appear to have partaken of alcoholic beverages and/or illegal substances, etc.
22. Persons may not be on school premises other than in the designated area applied for and the direct approaches to the area.
23. Adequate supervision and security personnel including law enforcement (if necessary) must be provided by the Applicant as a condition for using the facility. A responsible adult with necessary assistance must be appointed to supervise the activity and maintain order. The facility manager will be notified of the appointment ten (10) days in advance of the date of use, and the person so appointed will notify the custodian on duty of their arrival and departure from the activity. This supervision must ensure the protection of school property, the enforcement of rules and regulations including safe school policy, illegal substances, and the prevention of people wandering through the facility and/or premises. Loitering will not be tolerated.
24. No unauthorized vehicles are allowed on Cooperstown Central School District property. Authorized vehicles will be parked in proper areas as provided and due respect for shrubs, lawns, and grounds and will be insured by the Applicant.
25. Accidents resulting in injury to any person or damage to any property will be reported immediately to the custodian on duty and a written report of the accident will be filed on forms provided for this purpose.
26. In the absence of a school administrator, a custodial/maintenance employee has the authority to close the school facility for safety/health reasons or potential school property damage and may request the assistance of law enforcement (if necessary).

- 27. Following the use of the facility and/or premises, Applicant shall inspect all areas used by anyone admitted to the facility and/or premises during Applicant's period of use and shall be responsible for returning the facility and/or premises in the same condition as received. Should the Applicant find any damage, it must be reported to the building custodian on duty immediately.

- 28. Applicant will be responsible for conscientious use of energy. Lights and equipment will be turned off when the group is through with the building.

- 29. Applicant shall be responsible for all damages or claims or loss of property, resulting from use of the facility and/or premises. Applicant agrees to indemnify, defend, and hold harmless the district, and all its officials, for all claims and for any attorney's fees incurred because of all claims resulting from the use of facility and/or premises.

Signature of Applicant Date

Facilities Coordinator Date Received Print Name of Applicant

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APENDIX IV

COOPERSTOWN CENTRAL SCHOOL DISTRICT

Hold Harmless Agreement

Activity: _____

Date (s) held: _____

Entity Conducting Activity: _____

Contact Person for Entity Conducting Activity: _____

The _____ agrees to and does hereby indemnify and hold harmless the Cooperstown Central School District, its officers, agents, and employees from every claim or demand made, from every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- A. Death or bodily injury to persons, loss or injury to property, or any loss, damage or expense which may have been sustained by the Cooperstown Central School District or any persons, firm or corporation employed by the Cooperstown Central School District upon or in connection with the activity called for in this agreement.

- B. Any injury to or death or persons or damage to property, any loss or theft sustained by persons, firms or corporations arising from any act of neglect, default, omission, negligence, or willful misconduct of the _____, either directly or indirectly attributable to _____ in connection with the activity covered by this agreement, on or off Cooperstown Central School District property.

The _____, at its/their own expense, cost and risk, shall defend any and all actions, lawsuits, or other proceedings that may be brought or instituted against the Cooperstown Central School District, its officers, agents, or employees, and shall pay or satisfy any such claim, demand, liability, lien, judgment, penalty, fine, cost, interest or expense rendered against or charged to the Cooperstown Central School District, its officers, agents, or employees in any action, lawsuits, or other proceedings as a result of the activity covered by this agreement.

This form must be submitted with evidence of a minimum of \$1,000,000.00 combined single limit for general liability insurance coverage.

For User:

Legal Name _____ Authorized Agent _____
(signature)

Address _____

Telephone _____ Date _____

For Cooperstown Central School District

Authorized Agent _____ Title _____
(signature)

USE OF FACILITY REGISTRATION FORM

COOPERSTOWN CENTRAL SCHOOL DISTRICT

39 Linden Avenue
Cooperstown, NY 13326



Voice 607-547-8181

Fax 607-547-5100

<i>Office Use Only</i>
Group Category: _____

Today's Date: _____

Organization: _____

Address: _____

School District your Organization Resides in: _____

Number of Cooperstown Students in your Organization: _____
(if applicable)

Contact Person: _____ Phone Number: _____
(Please indicate if you are the "owner" or "representative" and your title)

Non-Profit Organization Number 501 (c) (3): _____

Insurance Carrier: _____

A Use of Facility Registration Form must be filled out by **Groups II - V** (please see Cooperstown Central School District Facilities Use Handbook for group category explanation at www.cooperstowncsd.org) prior to submitting a Use of Facility Request Form.

The Use of Facility Registration Form must be returned to the Cooperstown Central School District facilities coordinator prior to an application for use of the District's facilities can be processed. Completing the Use of Facility Registration Form does not guarantee a facility booking.

Please return this form to:

Facilities Coordinator
Cooperstown Central School District
39 Linden Avenue
Cooperstown, NY 13326



Cooperstown Central School District

Contract for Use of District Facility and/or Premises

(Requests should be submitted to the facilities coordinator at least ten (10) days before the date of use.)

Name of Applicant: _____
 Name of Organization: _____
 Telephone Number: (_____) _____ - _____

<i>Office Use Only</i>
Group Category : _____
Date Applicant Notified: _____

Address: Street (Line 1): _____
 Street (Line 2): _____
 City: _____ State: _____ Zip: _____

Start Date (mm/dd/yyyy): _____ End Date (mm/dd/yyyy): _____

Days of Event: _____

Start Time: _____ AM / PM End Time: _____ AM / PM

Total Number of Days of Use: _____

Total Hours of Use: _____

(Please Circle One)

Facility Requested: High School Elementary School Athletic Field

Location: _____

Liability Insurance?: YES / NO

Room # (if applicable)

Admission Charge?: YES / NO

Any profit making activities? YES / NO

\$50.00 / hour x _____ hours = _____

\$35.00 / hour x _____ hours = _____

(Fee Schedule) _____ = _____

Estimated Facility Use Total:

The undersigned is over 21 years of age and has read this form, reviewed the *Facilities Use Handbook, Board of Education Facilities Use Policy Document, and Rules Governing the Use of Cooperstown Central School District Facility and/or Premises* and agrees to comply with them. The undersigned agrees to be responsible to the Cooperstown Central School District for the use and care of the facilities. The undersigned, on behalf of the organization indicated above does hereby covenant and agree to defend, indemnify and hold harmless the Cooperstown Central School District from and against any and all liability, loss, damages, claims or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Cooperstown Central School District property, facilities and/or services by the organization indicated above.

(Note: The facilities coordinator will confirm availability of facility and respond within three (3) business days of receipt of this form.)

 Facilities Coordinator Date Received

 Signature of Applicant Date

Questions?

email: facilities@cooperstowncs.org

phone: 607-547-2650

 Print Name of Applicant