

The Board recognizes the investment the community has in school buildings and facilities, and believes that such facilities should be used for legitimate community purposes. The use of school facilities by parents' organizations, service groups, civic organizations and other similar organizations devoted to the instruction of children or the well-being of the community shall be encouraged. School District properties will be made available for community use in the following order of priority:

- Once approval has been given and the facility is scheduled, priority shall remain with the group that has a signed contract unless the needs of the district take precedence.

Use of school buildings and facilities shall be in accordance with established guidelines.

*School District of Florence County*  
*Policy KG*  
*Administrative Rule*

**Use of School Facilities**

The Board of Education believes that the school facilities of this District should be made available for community purposes, provided that such use does not infringe on the original and necessary purpose of the property or interfere with the educational program of the schools and is harmonious with the purposes of this District.

District facilities shall be available for the below-listed uses. When there are competing interests for the use of facilities, approval will be given according to the following priorities:

- a. Uses directly related to the schools and the operations of the schools
- b. Uses and groups indirectly related to the schools
- c. Meetings or employee associations
- d. Uses for voter registration and elections
- e. Departments or agencies of government
- f. Community organizations or groups of individuals formed for charitable, civic, social, religious and/or educational purposes

The District Administrator may grant approval for an organization or individual to use the district grounds and facilities for commercial, profit-making or private social functions provided there are not other competing interests for the use of the facilities and the event is harmonious with the purposes of this District. The use of District grounds and facilities shall not be granted for any purpose which is prohibited by law or any activity in which alcohol, intoxicants, or weapons are involved. (See special conditions section)

Should all or any part of the District's community be struck by a disaster, the Board shall make District grounds and/or facilities available, at not charge, for the housing, feeding and care of victims or potential victims when requested by local, State or Federal authorities. The disaster preparedness plan will be followed to ensure that property procedures are established to minimize confusion, inefficiency, and disruption of the educational program.

**GENERAL CONDITIONS**

1. The Request and Contract for Use of School Facilities form is to be completed by all non-school sponsored groups and individuals requesting the use of any School District building or grounds.
2. Contracts will include specific dates and times for facility use. Preparation, rehearsals and departure times will be included within the starting and ending times specified in the contract. The facilities will be completely vacated by the ending time. Activities will

end by 10:00 p.m., with the premises completely vacated. Requests for recurring use of a facility must be made at least annually.

3. If the facility is to be used outside of the hours of regular custodial hours, the Director of Buildings and Grounds will determine whether the number of participants or nature of the activity warrants the presence of a custodian. If so, the cost, including overtime if necessary, will be included in the Request and Contract for Use of School Facilities". A custodian will be mandatory if the event is over two hours with over forty (40) participants, or if food is present. Custodial services include opening and closing the building, operating room lights (no theatrical lighting), heating, operating ventilation equipment, and normal clean-up. Custodians will not be required to help load or unload equipment. Major clean-up at the end of the event, including the restrooms, is the responsibility of the person being issued the contract for facility use. If the facility is not properly cleaned, the work will be performed by the District staff and the cost will be charged to the facility user. In the event the snow removal or preparation of an athletic field is needed specifically by a non-school group, the cost will be charged to the user.
4. Use of school space does not include the use of school equipment unless specifically permitted. Use of school equipment such as microphones, audio/visual items, computers, etc must be included on the contract, with the appropriate fee assessed. Users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use.
5. No item of equipment may be used except by a qualified operator. Certain school equipment, such as that contained in the kitchen, weight room, computer labs, TRITON lab, woods and metal shops, family and consumer education classroom and on the stage; may only be operated by qualified school district personnel as requested equipment will be included in the contract and the amount will be in accordance with the School District Negotiated Agreements and salary contracts for School District employees.
6. Organizations wishing to bring unusual equipment, materials, or animals on school premises must first present the request in writing and provide proper insurance coverage with a "save harmless" clause protecting the Board. Permission must also be obtained from the principal for decorating, installing scenery, moving furniture, placing signs or advertisements on school property, etc. Any items provided by the holder of the contract must be removed from the school facilities promptly after the contracted use. If there is a delay, the removal will be made by the Board at the expense of the holder of the permit.
7. Granting of a contract for the use of one part of a building or grounds confers no privileges for the use of any facilities other than those stated in the contract. The user will assure that all participants stay in the assigned area and make certain that there are not individuals in any other areas of the school facility.
8. The contract holder will assume responsibility for orderly and safe use of the school facility, including supervision of spectators and contestants, and parking for large crowds. The representative of the applying group is required to be present during the function for

the entire time the facility is used. Contract holders will ensure that the facility is kept reasonably clean, that exit doors are free from obstruction in the area being used, and that the location of the fire extinguishers are known. Contract holders will provide sufficient supervision regulations are observed. Outside doors will not be left propped open in that this would allow individuals who are not under the responsibility of the contract holder to enter the building. The user will take appropriate action to assure that all participants are orderly and act in a reasonable manner. The organization or individual using the facility will assure that the use of the facility will not interfere with the regular school program. The user will be the last person to leave the activity and will be responsible for making certain that all persons have left the area and everything is locked before leaving.

9. The facility user assumes liability for damage or loss of the property that may accrue. Damage to facilities, materials or equipment resulting from the use of the facility will be paid for by the user. The facility user will hold the Board harmless for claims arising out of the use of school buildings or grounds, for the function being sponsored on the specified date or dates. The sponsoring group will be required to furnish a bond or certificate of insurance to indemnify the ground and the Board against any and all suites for injury or loss sustained by attendance at the function if the number of participants using the facility is greater than seventy-five (75) or if the nature of the activity is deemed to have a higher than normal risk of injury and loss.
10. Smoking, alcoholic beverages and illegal drugs are prohibited on school property at any time. (See special conditions)
11. Weapons are not permitted on school property at any time unless the weapon is used by a qualified instructor as part of an instructional program such as in a hunter safety course.
12. Sale of food is prohibited without written approval on the contract.
13. The contract holder may be required to install and pay for an outdoor toilet facility should their event warrant such action.
14. School facilities will not be available for use on the following holidays: Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Good Friday and Easter Sunday.

#### **LIMITATIONS ON USE OF FACILITIES**

1. Since the Board of Education is charged by law with the responsibility for school facilities, it reserves the right to deny the use of such school facilities when it deems it necessary in the public interest. If school is cancelled due to weather, snow emergencies, etc. the facility use contract is void.
2. No group that limits membership in or attendance at its activities on a basis of a persons sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental emotional or learning disability shall be allowed

the use of school facilities. Sponsoring organizations and individuals will conduct meetings and gatherings in a manner that is not abusive or defamatory of other groups or individuals by reason of sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or disability.

3. No liability shall attach to this District, any employee, officer, or member of this District specifically as a consequence of permitting access to these facilities.
4. No school facility is to be used for any other purpose or in any other manner than is specified in the Contract for Use of School Facilities. All contracts are subject to immediate cancellation if it is discovered that information given on the request is misrepresented. If the use of the facility is discovered to be contrary to any policies, rules, and regulations of the Board, the permit is subject to immediate cancellation. The Board and its agents are to be held harmless of any expenses or losses incurred by the sponsoring organization due to such cessation. Violation by a contract-holder of any contract provision or regulation governing the use of school building or grounds may be cause for cancellation of all existing contracts and the denial of any future contracts.

### **SPECIAL CONDITIONS**

The Board understands that there may be times when special situations present themselves that make it impossible for those requesting use of the facilities to meet the provisions of this Administrative Rule. When such situations present themselves, the Board of Education may grant exceptions to Administrative Rule provisions based on the individual requests. If time is of the essence, the District Administrator may grant an exception. Such exceptions will be requested in writing and the Board or District Administrator will present the decision in writing as a provision of the Contract for the Use of Facilities. For example: The Florence County softball league has been and will continue to be allowed to provide alcohol at its events.

### **USE OF SCHOOL FACILITIES BY EMPLOYEES**

Employees are permitted to use the school facilities during the time that classes are not in session, subject to the below listed regulations.

1. Use of the facilities must be confined to the area or department in which the employee normally works.
2. Use of the school facility shall at no time be exploited for monetary gain by any school district employee.
3. The educational objectives of the school district shall take precedent over any and all use of school buildings and facilities. At no time will the use of the buildings or facilities interfere with the educational objectives of the school district.
4. If at any time a member of a department permits the use of the facilities under his/her jurisdiction to be used by students or adults; that employee must be present and supervise the activities of those adults or students using the facilities.

5. Any person using school facilities or equipment will be responsible for loss or damage to said facility or equipment.
6. Persons using the buildings are responsible for seeing that all doors and windows, especially the outside doors, are secured when leaving the building.
7. Improper use or abuse of the buildings or facilities by any staff member will result in automatic termination of the privilege of using the building or facilities by that individual or those individual(s).

## **CLASSIFICATION OF ORGANIZATIONS AND INDIVIDUALS REQUESTING USE**

Programs sponsored by the School District of Florence County have first priority for the use of all facilities. District programs include those approved by the School Board, supervised by authorized School District staff members and funded through the District accounting system. Examples of such District sponsored programs are: all regular curricular and extracurricular activities, Board, staff and student committees directly related to school operations, school operated booster clubs, Florence Family School Organization, etc. All non-school sponsored groups and individuals are required to obtain permission from the Board for use of school facilities. When there are competing interests for the use of facilities, approval will be given according to the following classifications of priority

### Class I

Class I organizations have first priority for the use of school facilities if such facilities are not being used for school sponsored activities during the time requested. This category consists of non profit youth, community or American veteran affiliated groups whose goals are related to the School District program or the local government. Organizations in this category include: 4-H, scouts, Little League, Babe Ruth, Youth Wrestling, Youth Football, Florence County Business Association, local or state government, American Legion, etc.

### Class II

Class II includes individuals or groups formed for non profit charitable, philanthropic, civic, social, personal, cultural or educational purposes. Included in this class are service clubs, fine arts associations, theatre groups, religious groups, institutions of higher education offering adult education classes, and other non-profit programs.

### Class III

Class III is defined as those organizations and individuals that operate for profit and the profits are used by that group for its self-advancement.

## **PROCEDURE FOR REQUESTING USE OF FACILITIES**

The board will permit the use of school facilities when such permission has been requested in writing by a responsible individual, organization or a group of citizens and has been approved by the District Administrator or designee.

1. Individuals or groups requesting the use of a school facility must obtain a Request and Contract for Use of School Facilities form from the building principal whose facilities are being requested. The building principal will assure that the conditions of this administrative rule are met and that there are no conflicts with the use of the facility being requested before granting approval for such use and forwarding the form to the Director of Buildings and Grounds. The principal will also inform the Director of Buildings if the facility use fees should be waived. The user may be required to present evidence of the purchase of organizational liability insurance to the limit prescribed by District administrative guidelines. All requests for the use of school facilities other than school sponsored activities and programs within each school, are to be submitted to the appropriate principal's office at least ten (10) school days prior to the event. Requests will not be accepted more than ninety (90) days prior to the date on which the event is to be held. Reasonable exceptions will be considered.
2. The Director of Buildings and Grounds will provide for any requested equipment, make arrangements for custodial or supervisor personnel if necessary, and assess the required fees.
3. The Request and Contract for Use of School Facilities form is then approved by the District Administrator and copies are returned to the Principal, Director of Buildings and Grounds and the District Bookkeeper.
4. The District Bookkeeper will process all payments for facility use. All predictable costs incurred shall be paid to the Board within ten (10) days prior to the event and all additional costs incurred by the event shall be paid within ten days after the event. All payments shall be made out to the School District of Florence County and submitted to the School District administrative office.
5. All applications will be processed according to the date of receipt of the application and the classification of the user. The principal, after consulting with the requesting outside group contact person, has the authority to cancel permission for use of the building if the facility becomes needed for school activities.

## **FEE SCHEDULE**

All rates are for four (4) hours or less. For each hour beyond 4, the initial cost will be billed at a prorated rate for the given classification. For example, the rate for using the computer lab for 5 hours in Class II would be \$20 plus \$5.

### Facility Cost

<u>Facility</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>
Gymnasium	No Charge	\$20	\$150
Kitchen / Cafeteria	No Charge	\$20	\$100
Classrooms	No Charge	\$10	\$15
Library	No Charge	\$10	\$50
Cafeteria	No Charge	\$10	\$25
Athletic Fields	No Charge	\$10	\$50
Computer Lab / TRITON Room	No Charge	\$20	\$100

### Additional Costs

The additional costs may be charged to any individual or group regardless of the classification status.

Custodial / Field Preparation / Snow Removal	Negotiated Agreement Hourly Rate
Food Service Personnel	Negotiated Agreement Hourly Rate
Computer Technician	Contracted Hourly Rate
Weight Room Supervisor	Negotiated Agreement Hourly Rate
Microphone Use	\$3.00 per microphone / per event
Stadium Lights	\$20 per event
Additional Disposal Cost	\$60 per event

If an organization is conducting a fund raising event while using a facility and all or part of the proceeds are being donated to the School District of Florence County or has given a donation to the school district that is more than the cost of the fees over the course of the year, facility use fees may be waived.