

## **COMMUNITY USE OF SCHOOL FACILITIES**

The Board of Education subscribes to the philosophy that the public schools are owned and operated by and for its patrons and that the schools are an integral part of the community – in terms of intellectual and social expression and development. To this end, the Board of Education encourages the public use of school facilities. Authorization for the use of school facilities shall not be considered an endorsement of, or approval of, the activity, group or organization nor the purposes they represent.

School-sponsored activities shall have first priority. The right to authorize use of school facilities shall be assigned to the Superintendent or his/her designee. Such use will be determined by the District policy and will only be at such times as the facilities required are free from District curricular or extra-curricular activities.

### **General Policy, Procedures, and Regulations**

- A. Requests to use school facilities shall be made to the Superintendent or designee. The written permit shall state:
  - 1. Facility desired;
  - 2. Date of use;
  - 3. Equipment needed;
  - 4. Purpose of meeting;
  - 5. Name of group;
  - 6. Name, address, and phone number of person responsible.
- B. The Superintendent or designee will be responsible for maintaining an accurate calendar of all uses of school facilities by school and community groups.
- C. The Superintendent or designee shall determine total costs from the Board of Education approved fee schedule.
- D. Sponsoring organizations shall provide sufficient competent adult supervision. The amount of adequate supervision will be agreed upon at the time the authorization is issued. This section does not apply to adult groups utilizing a school facility.
- E. Alcoholic beverages are not permitted on school facilities (or on school property) at any time.

- F. All applicants for the use of District facilities shall agree that the property shall not be used for any unlawful purpose and shall hold the Board of Education free and without harm, from any loss, damage, liability or expense that may arise during, or caused in any way by, such use or occupancy of District facilities. In the event that property loss or damage is incurred during such use or occupancy of the District's facilities, the amount of damage shall be determined and a bill for damages presented to the group using or occupying the facilities during the time of the loss or damage.
- G. It is agreed that, as a condition for using the property, the renter shall provide the Board of Education with evidence that there is general liability insurance, including contractual liability, in force that will apply to the renter's use of the property and will hold the Board of Education harmless. Minimum acceptable limits of liability shall be \$1,000,000.00 per occurrence. This requirement may be waived by the Superintendent.
- H. All use of the District's facilities shall be free of obscure and controversial purposes. Should an objection be lodged against a specific use of District facilities by any group, such objection is only valid if it is made in writing to the Superintendent and bears the signature of the individual and/or group of individuals making the complaint. When such a complaint is lodged according to the procedures established above, the following will apply if considered to be an appropriate complaint by the Superintendent:
- Use of the facilities by the applicant may be suspended temporarily to afford the Superintendent sufficient time to meet with the Board and all concerned parties. The applicant shall be duly notified in time to contact the members of the group regarding the temporary suspension of use and the pending meeting.
  - Within ten (10) days of temporary suspension, the Superintendent, the complainant, and the applicant shall meet at a specified time and location to determine the validity or nonvalidity of the complaint. The Superintendent shall be the deciding authority, and the Superintendent's decision shall be final. A written copy of the decision may be obtained by any and all members of either the complainant group or the applicant group by request.
- I. No child may enter the building until the adult supervisor arrives.
- J. Absolutely no one other than members of the group and supervisor are permitted in the building.
- K. No one is permitted in unauthorized areas of the building.
- L. All areas and facilities are to be left clean and orderly at the end of the session. Persistent violators will be deprived of using facility.
- M. Use of profane or abusive language is undesirable and will not be tolerated.

- N. Rentals do not include the use of school equipment.
- O. Time and one half and retirement cost for custodial time when building is used other than regular work day for custodians.  
  
NOTE: A custodian must be in the building and on duty at all times. The custodian cannot leave the building while on duty.
- P. The Toronto City School District reserves the right to assign work responsibilities to the custodian if the custodian is not required to perform work for the organization that is renting the building.
- Q. Board shall reserve the right to refuse use if determined injurious to public and educational welfare.
- R. Anyone violating the above rules may be denied further use of school facilities.

#### Rental Charges

Rental charges will be reviewed and approved annually by the Board of Education.

Adopted: August 16, 2018

BUILDING USE REQUEST  
TORONTO CITY SCHOOL DISTRICT

This form must have each item completed in order for consideration to be granted this request.

1. Building requested \_\_\_\_\_
2. Organization requesting use of building \_\_\_\_\_  
\_\_\_\_\_
3. Person requesting approval for organization \_\_\_\_\_
4. Address \_\_\_\_\_ Phone \_\_\_\_\_
5. Person responsible for providing proper supervision \_\_\_\_\_  
\_\_\_\_\_
6. Date requested \_\_\_\_\_
7. Times building will be used \_\_\_\_\_
8. Alternate date requested \_\_\_\_\_
9. Type of activity planned \_\_\_\_\_
- 9a. Will admission be charged for this activity? \_\_\_\_\_  
If so, how much? \_\_\_\_\_
10. Facilities required:  
Cafeteria \_\_\_\_\_  
Gym \_\_\_\_\_  
Classrooms \_\_\_\_\_  
Grounds \_\_\_\_\_
11. Treasurer of organization or person the Board shall bill if charges are required:  
Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_

We agree to abide by the Board of Education building use policy.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Building Administrator Approval)      Date

\_\_\_\_\_  
(Superintendent Approval)      Date

**\*BUILDING REQUEST MUST BE RETURNED WITH A CERTIFICATE OF INSURANCE WHICH NAMES TORONTO CITY SCHOOL DISTRICT AS AN ADDITIONAL INSURED AND A SIGNED COPY OF THE TERMS AND CONDITIONS OF USE.**

#1 Organization's Copy; #2 Maintenance's Copy; #3 Principal's Copy; #4 File Copy

## **TORONTO CITY SCHOOLS FACILITY USE**

### Terms and Conditions of Use (Please initial each Term/Condition)

1. **Indemnity**: It is expressly agreed that all use of the Toronto City Schools facilities shall be undertaken by me at my sole risk, and I will indemnify, save, and hold harmless the Toronto City School District and its employees, and said School District and its employees shall not be liable for any injuries, damages or losses to me or my guest(s), or be subject to any claim, demand, injury, or damages whatever including, without any limitation, those damages resulting from acts of active or passive negligence on the part of Toronto City Schools or its employees, officers, or agents. I, for myself, and on behalf of my executors, administrators and assigns, do hereby expressly forever release and discharge Toronto City Schools, its successors and assigns, as well as its employees, officers, and agents, for all such claims, demands, injuries, damages, actions or causes of action. It is specifically agreed that the Toronto City Schools shall not be responsible or liable to me or my guest(s) for articles lost or stolen at the school. The Toronto City Schools also shall not be liable for loss or damage to any property of the Renter or Renter's guest(s), including their automobiles and contents therein. \_\_\_\_\_
2. **Insurance Requirements**: It is agreed that, as a condition for using the property, the renter shall provide the Board of Education with evidence that there is general liability insurance, including contractual liability, in force that will apply to the renter's use of the property and will hold the Board of Education harmless. Minimum acceptable limits of liability shall be \$1,000,000.00 per occurrence. Renter shall provide the Toronto City School District a Certificate of Insurance, which names the Toronto City School District as an "additional insured," prior to their arrival on site with a minimum general liability limit of \$1,000,000 per occurrence. \_\_\_\_\_
3. **Adult Supervision**: Sponsoring organizations shall provide sufficient competent adult supervision. The amount of adequate supervision will be agreed upon at the time the authorization is issued. This section does not apply to adult groups utilizing the school facility. No child may enter the building until the adult supervisor arrives. \_\_\_\_\_
4. **Use**: It is agreed that the property will not be used for any unlawful purpose and the Renter will keep the property in as good condition as it is now. Renter further agrees to comply with all Board Policies, rules and regulations. \_\_\_\_\_
5. **Contracted Time of Use**: All facility use charges are calculated from the time the facility is opened until it is closed. Renter will be charged 1.5 times the required rate of pay of the District custodian on duty while the facility is being rented on days other than regular work days. Rentals do not include the use of school equipment. NOTE: A custodian must be in the building and on duty at all times. The custodian cannot leave the building while on duty. All areas and facilities are to be left clean and orderly at the end of the rental. Persistent violators will be deprived of future rental of the facility. \_\_\_\_\_

6. Right of Refusal: The Board shall reserve the right to refuse use if determined injurious to public and educational welfare. The Board reserves the right to terminate Renter's use of the facility, with or without notice, if it is determined that the facility is needed for school purposes. \_\_\_\_\_
7. Assignment: Renter shall not grant, assign, subject, or otherwise transfer voluntarily as by operation of law, it's right to use at the facility. \_\_\_\_\_

We agree to abide by the Board of Education building use policy.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Organization Name: \_\_\_\_\_ Date: \_\_\_\_\_

Payment to be made promptly within thirty (30) days after use. Make checks payable to the Treasurer of the Toronto City School District Board of Education, 1307 Dennis Way, Toronto, Ohio 43964.