

### **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. To this end, the Board 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. 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 Business Office. The written permit shall state:
  - 1. Facility desired;
  - 2. Date of use;
  - 3. Hours of use (approximate);
  - 4. Equipment needed;
  - 5. Purpose of meeting;
  - 6. Attendance expected (approximate);
  - 7. Name of group;
  - 8. Name, address, and phone number of person responsible. This person must be of legal age and must take full responsibility for supervision of the members of the group. He/she should be the first to enter and the last to leave the building.
- B. The Business Manager will be responsible for maintaining an accurate calendar of all uses of school facilities by school and community groups.
- C. The Business Manager shall assign a custodian or custodians as needed and inform the Treasurer as to the amount the organization should be billed. Charges for the use of school facilities will be payable to the Treasurer of the Board.
- 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 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 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 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 facilities.
- 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. The Board shall reserve the right to refuse use if determined injurious to public and educational welfare.
- P. Anyone violating the above rules may be denied further use of school facilities.

#### Rental Charges

Computation of rental fees to be charged to Classes I and II shall be based on costs incurred for custodial salaries, retirement, and other fringe benefits.

##### Class I: Student Groups

Student groups are defined as extracurricular programs or activities and programs or activities of student-initiated and school-sponsored clubs and organizations, as per the master club list.

These groups will be assessed no fees.

##### Class II: All Other Groups

These groups will not be assessed a facility fee or any other charges for occasional use of facilities during the usual hours of operation. For use of facilities after or during hours when custodians are not on duty, these groups shall be charged the total cost incurred by the Board for additional personnel.

LEGAL REFS: O.R.C. §§3313.76, 3313.77, 3313.78, 3313.79

Adopted: August 12, 2014