

## COMMUNITY USE OF SCHOOL FACILITIES

The Board desires to make District facilities available for use by the community as long as it does not interfere with the adopted public-school program. The responsibility for determining whether or not an organization is charged for the use of the facility rests with the Superintendent, and in accordance with board policy.

The Superintendent or designee is authorized to approve and schedule the use of school facilities by non-school organizations for whose activity in which no admission charge is made in accordance with board policy.

Superintendent or designee reserves the authority to approve the use of school facilities by non-school organizations for whose activities an admission charge is made or is a public event.

The Board has the authority to refuse to permit the use of school property for any purpose which, in its discretion, tends to interfere with the public schools or does not harmonize with the adopted school program. Public officials in charge of buildings maintained by taxation under the laws of this State prescribe such rules and regulations for their occupancy and use as serves a fair, reasonable and impartial use of same.

### Individual Liability

1. All groups, clubs and teams must schedule with the Superintendent or designee in the District Office, the times they will be utilizing District facilities.
2. Adults not under contract by the Board are not permitted to direct, coach or lead school sponsored student activities at any time.
3. Employees or other individuals are not to utilize school facilities for personal purposes without completing a facility use agreement and signing a "Release of Liability Form."

[Adoption date: August 9, 1999]

{Revised date: July 13, 2020}

LEGAL REFS.: ORC 3311.215

3313.74; 3313.75; 3313.76; 3313.77; 3313.79 4303.26 Title VIII,  
§ 801

CROSS REFS.: KGB, Public Conduct on District Property

KI, Public Solicitations in the Schools

## COMMUNITY USE OF SCHOOL FACILITIES

The following regulations are observed in applying for the use of facilities and equipment and are followed by the applicant in the use of facilities after approval has been granted.

1. The school cafetorium, classrooms and gymnasiums are designed primarily for daily educational purposes and may be used without charge for meetings of students, teachers and organizations affiliated directly with the District. These meetings have priority over all others and may be held by making prior arrangements with the superintendent or designee in the District Office.
2. The use of school rooms by the public is permitted for meetings of an educational, civic, patriotic, philanthropic or social nature intended to promote the public welfare and not conflicting with the regular school program.
3. The cafetorium may be used for political meetings by all recognized political parties without discrimination on payment of the established fee.
4. Each organization must provide adult supervision for any activity it sponsors.
5. Custodial help shall be present when a group is using the building. The responsibility of paying a custodian for extra work lies with the group using the building. The rate of pay is established by the Board. Organizations and groups are billed by the District for custodial services beyond normally scheduled work hours at the overtime rate. Custodians are assigned to work these overtime activities on a rotating basis. Actual hourly costs depend upon the custodian and where he/she is on the pay scale.
6. The custodian opens and closes the building free of charge during the normal school work day.
7. All requests for the use of facilities and equipment by any non-school organization must be submitted on the adopted contract form. The "School Building Rental Contract and Schedule of Fees" contract form can be secured from the Superintendent's Administrative Assistant or the district website. The application is signed by a responsible adult who agrees to assume responsibility for the repairs of any damage to the facility or Board equipment.

8. A school cook is present at all times when the major equipment, such as the garbage disposal, dishwasher, etc., are being used in the kitchen area. A school cook is also required during the last two hours a group or organization use the kitchen. That cook is responsible for supervising cleanup and returning the kitchen area to its previous state of order and cleanliness. At no time are children below the age of 12 allowed in the kitchen area. At no time are any students allowed to operate any kitchen equipment.
9. The applicant is responsible for obtaining and paying for police protection for any public dance held on the premises. School officials reserve the right to require police protection for any other school activity.
10. The applicant assumes and accepts responsibility for any and all injuries occurring on school property during the time period covered by the approved contract.
11. School employees must secure the permission of the Superintendent or designee in the District Office to use the school facilities during non-school hours. Such use is discouraged except in the case of tutoring District students and giving private music lessons.
12. Students are not permitted to use school facilities or equipment unless supervised by the teacher-sponsor.
13. The school custodian reports any property damage to their supervisor. The custodian on duty has the responsibility to contact the Principal and/or the local law enforcement agency, if the group/persons utilizing the facility becomes uncooperative.
14. The use of tobacco in school buildings is directly forbidden in compliance with the fire regulations of the State of Ohio.
15. The use of alcoholic beverages, narcotics, stimulants or depressants is strictly forbidden on the grounds or in the school buildings. Any person or persons believed to be under the influence of such is requested to leave by those renting or using the facilities.
16. All moving and adjusting of school equipment, electrical hookups, lighting, operation of public address system, etc., is under the direct supervision of an employee of the Board. All properties not belonging to the Board are removed prior to school opening the following day.
17. School equipment may be loaned to responsible community groups for educational, civic or charitable purpose when:

- A. the group borrowing the equipment agrees in writing to accept responsibility for repairing or replacing any equipment damaged or lost while in its possession;
  - B. the equipment is not unusually expensive and subject to easily being damaged;
  - C. the equipment is in good condition and
  - D. the group provides a competent operator for any machines or equipment loaned.
18. No reservation is made until the application is returned and approved by the Superintendent or designee. The right to refuse any group usage or to revoke a permit at any time is reserved by the Superintendent or designee.
19. The Treasurer consummates the application if fees, labor costs for cooks or custodians are applicable. One copy of the approved application is returned to the applicant, and one copy is retained by the Treasurer.
20. The Board considers the completed application to be a binding contract with the person signing as the applicant and is subject to the policies of the Board governing use of school facilities and equipment.
21. The Superintendent or designee has the right to consider partial or full in-kind services and donations as compensation for any facility rental fees. However, such organizations shall continue to be responsible for any additional cook or custodial services required by their use of the building beyond normal work hours.
22. On days school is in session, youth sports teams, clubs and organizations consisting of Amanda-Clearcreek students may reserve gymnasiums and other facility space within district-owned buildings at no cost to the organization for events not open to the public (i.e. practices, club meetings, rehearsals). Scheduling will not be permitted on Sunday. School sanctioned activities take precedence and reservations are subject to availability accordingly.
23. On days school is not in session, youth sports teams, clubs and organizations consisting of Amanda-Clearcreek students may reserve gymnasiums and other facility space within district-owned buildings at no cost to the organization for events not open to the public, (i.e. practices, club meetings, rehearsals) under the following conditions:
- A. Reservations must be made with Superintendent or designee in the District Office.

- B. Custodial staff are on regular scheduled duty/or board approved employee.
  - C. An adult organizational supervisor or coach signs an agreement to adhere to building usage rules and meet all building maintenance standards set forth by the school district. Failure to adhere to building usage rules and maintenance standards can lead to revocation of usage privileges.
  - D. School sanctioned activities take precedence and reservations are subject to availability accordingly.
  - E. Scheduling will not be permitted on Sundays
  - F. Custodial staff must be present/or board approved employee
24. Youth sports teams, clubs and organizations consisting of Amanda-Clearcreek students may reserve gymnasiums and other facility space within district-owned buildings for public events. An hourly facility rental fee, custodial fees, or other fees may be assessed for public events. Scheduling for public events must be confirmed with the Superintendent or designee no later than two weeks prior to the event. Scheduling of public events is at the discretion of the Superintendent or designee. These events may be scheduled on a Sunday if the events begin on or after 1PM. School sanctioned activities take precedence and reservations are subject to availability accordingly.
25. Information on reserving facilities shall be included on the district information tab of the website including contact information for the appropriate Superintendent designee.
26. There shall be one central scheduling procedure in place to streamline the process so double bookings, missed bookings do not occur.
27. Booster, P.T.O. and other related school support groups that make use of school facilities for the purpose of promoting the well-being of their organization and different respective school organizations and activities may use school facilities and equipment. When using the facilities and equipment, persons under the age of 18 may not utilize any dangerous equipment (i.e., deep fat fryers, meat grinders, power equipment and machinery, etc.) in the kitchens, industrial arts shops, agricultural education shop or other such areas.
28. Individuals working must sign the "Release of Liability Form."

(Approval date: August 9, 1999)  
{Revised date: July 13, 2020}

BUILDING RENTAL CONTRACT AND SCHEDULE OF FEES

- 1. There is no charge for all school teams and organizations made up of Amanda-Clearcreek students.
- 2. Limited cost – only District organizations, biddy groups, other groups or individuals
  - A. Gymnasium \$30.00
  - B. Kitchen \$30.00
  - C. Cafeteria \$30.00
  - D. Auditorium \$30.00
  - E. Ball Fields \$30.00

All limited costs based on group agreeing to clean up area used.

- 3. Full cost – nonresidents or organizations outside of the District
  - A. Building use fee – Gymnasiums \$300.00
  - Cafetorium \$300.00
  - Kitchen \$100.00

Custodian service charges are based on time and one-half for the number of hours worked and the Board's share of retirement cost for the amount charged.

Cook service charge is based on the hourly rate for the number of hours worked, unless the cook or cooks employed exceed the 40-hour work week. In that case, the charge is based on time and one-half in addition to the retirement cost for the amount charged.

Use charges – The use fee is for any part of and up to three hours. The use charge may be adjusted at the discretion of the Superintendent.

- 4. Equipment use by outside groups
 

School and school organizations are exempt. Non-school organizations and individuals must specify the equipment requested, if any. P.A. system, piano, etc., cost is included in building use fee but supervision by a Board employee must be provided.

The Alumni Associations are exempt from all building charges, but not custodial charges

BUILDING/EQUIPMENT RENTAL CONTRACT

- 1. Today's Date \_\_\_\_\_
- 2. Name of group or organizations you represent \_\_\_\_\_
- 3. Is this a district organization \_\_\_\_\_ If Yes, what relationship \_\_\_\_\_
- 4. Will admission be charged? \_\_\_\_\_ 5. Is this a profit-making venture? \_\_\_\_\_
- 6. Desired date and time of use: Date facility use requested \_\_\_\_\_  
 Time: from \_\_\_\_\_ to \_\_\_\_\_
- 6. Approximate number of people to use facility – adults \_\_\_\_\_ and children \_\_\_\_\_
- 7. Building and/or area(s) requested \_\_\_\_\_
- 8. Equipment to be borrowed/used on premises \_\_\_\_\_
- 9. Describe exactly the activity planned: \_\_\_\_\_  
 \_\_\_\_\_

I have read and my group will comply with the provisions of this policy and regulations adopted for the use of school facilities.

\_\_\_\_\_

Date	Signature of legally responsible individual representing organization
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Address ( <b>please print</b> )	Phone
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Approved by: \_\_\_\_\_

Superintendent	Date
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	Rate	Total
Building Use Charge	_____	_____
Janitor Charge	_____	_____
Cafeteria Cook Charge	_____	_____
Board's share of retirement, medicare, and workers' comp	_____	_____
<b>Total Charges</b>	_____	_____

Approved by: \_\_\_\_\_

Treasurer	Date
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Groups will be billed by the Treasurer's office and payment is made to the Treasurer's office. The Treasurer makes payment to all employees providing service through this contract.

(Board approved: July 13, 2020)

COMMUNITY USE OF SCHOOL FACILITIES

(EQUAL ACCESS)

\_\_\_\_\_ (Indemnitor) agrees to indemnify and **HOLD HARMLESS** the **Amanda-Clearcreek Board** of Education and its agents and employees from all liability, claims, demands, damages or costs for, or arising out of use of, the facilities belonging to the Amanda-Clearcreek Board of Education whether it be caused by the negligence of Indemnitor or the Amanda-Clearcreek Board of Education or either party's agents or employees, or otherwise.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

COMMUNITY USE OF SCHOOL FACILITIES  
Release of Liability Form

\_\_\_\_\_ (Indemnitor) agrees to indemnify and HOLD HARMLESS the Amanda-Clearcreek Board of Education and its agents and employees from all liability, claims, demands, damages or costs for, or arising out of use of, the facilities belonging to the Amanda-Clearcreek Board of Education whether it be caused by the negligence of Indemnitor or the Amanda-Clearcreek Board of Education or either party's agents or employees, or otherwise.

Signature \_\_\_\_\_

If the indemnitor is a minor, the parent/guardian of the child must also sign the liability release form

Parent/Guardian \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

This form must be signed and returned with the request to use the facilities by the legally responsible person who is assuming the responsibility for renting the facility.