

COMMUNITY USE OF DISTRICT FACILITIES GUIDELINES

CHITTENANGO CENTRAL SCHOOL DISTRICT
1732 Fyler Road
Chittenango, NY 13037

POLICY STATEMENT # 1500

While the district's school buildings and grounds are maintained primarily for the purpose of educating students within the district, the Board of Education recognizes that the building and grounds are a valuable community resource and believes that this resource should be available to the community for specific uses that will not interfere with educational activities.

REGULATIONS FOR USE OF DISTRICT FACILITIES

A. Procedure for Requesting Facilities

1. All requests for the use of facilities by **ALL** groups/organizations shall be made using the District's online facility request software program. Requests shall be submitted **at least fourteen days prior to the date the specified facilities are desired.**
2. No reservation will be made until the application and **certificate of insurance** (required for Category 2 and 3 groups except for those requesting space for routine meetings) are returned and approved by the Assistant Superintendent for Business or designate.
3. Users will be billed after the event in accordance with the schedule of usage fee or rental charges. All checks should be made payable to the **Chittenango Central School District.**
4. Organizations and groups using school facilities must designate **one adult** member of its group to be in charge of and responsible for the program or activity at the time application for use of the facilities is made. This person shall in turn be responsible to the Principal of the school in which the event is taking place.
5. The Chittenango Central School District reserves the right to request an organization to arrange for security protection, activity personnel and/or traffic supervision. Such requests will be at the discretion of Administration and at the expense of the lessee. All personnel shall be those who have been approved by the Chittenango Central School Board of Education.

B. Restrictions in Use of Facilities

1. No group will be permitted use of school facilities if it interferes with school programs. The building principal may cancel any permits for school use, should conflict with school programs develop. Notification will be given in advance of a cancellation.
2. Smoking, use of tobacco products and/or illegal drugs and alcohol is prohibited on **all** school property (indoor or outdoor). If this provision is violated, the renting organization will be denied the privilege of any further rental for the remainder of school year.
3. The sale or use of alcoholic beverages is strictly forbidden. If this ruling is violated, the renting organization may be denied the privilege of any further rentals.
4. There will be **no eating in the gym, auditorium, or in any room** not reserved for that purpose.
5. Only gym shoes or sneakers shall be permitted on gym floors when they are used for sports.
6. Only gym shoes or sneakers shall be permitted when walking on the all-weather track.
7. Only Chittenango Central School District teams may use the Stadium and the Gymnasium for practice sessions, unless special permission is granted by the Athletic Director or designee.
8. Organizations using the auditorium are not permitted, at any time, to change the electrical or electronic circuits in that facility.
9. When stage facilities or audio-visual equipment is used, the organization will provide stagehands or operators to operate the scenery. However, district personnel must be used to operate **lights and the soundboard** at a rate of **\$25/hour per employee** (2 person limit). If district operators are not available, the facility request will be denied.
10. Putting up decorations or scenery, moving pianos or other furniture is prohibited unless special permission is granted by the building principal.

Restrictions in Use of Facilities (continued)

11. Scenery or other property will not be stored in any auditorium or school building without special permission from the building principal and Business Office.
12. The Board of Education assumes no responsibility for properties left on the premises by the applicant.
13. The Board of Education or its representatives must have free access to all school facilities at all times.
14. It is a violation of law to carry a weapon on school property. If provision is violated, the renting organization will be denied the privilege of any further rental for remainder of school year.

C. Responsibilities of the User

1. **A “certificate of insurance” with liability coverage of at least \$1,000,000 and naming the Chittenango Central School District as an additional insured must accompany applications (except when requesting space for routine meetings).**
2. The user of any school facility must assume full responsibility for personal injury to participants and spectators. Please consider this statement our Hold Harmless Clause. By submitting a Facilities Request Form you are agreeing to the District’s Hold Harmless Clause.
3. Any group using the facilities of the Chittenango Central School District is required to restore to original conditions any property destroyed or suffering from more than normal wear and tear. The Chittenango Central School District shall be the sole judge of destruction of property or excessive wear and tear.

D. Use of Custodial, Cafeteria, Audio-Visual Staff

1. Whenever the service of any off-duty custodian is required, or if one is required to remain after the normal workday, the user will be billed at a minimum of **\$45/hour** for overtime including additional time for opening and closing the building (one half-hour before the event (set up) and one-half hour after departure of all participants). The actual fee may exceed \$45 an hour if the custodian’s contracted pay rate dictates a higher rate.
2. Use of school cafeterias with kitchens for functions requiring catering service will be under the general supervision of the building principal and Food Service Director. A member of the cafeteria staff must be on duty at all times and will be billed at **overtime rate**.
3. When using stage facilities or audio-visual equipment the user will be billed a rate of **\$25/hour** (2 person limit) for **audio-visual** staff.
4. Payment for overtime will be made by the school district. The School District will then bill the organization for reimbursement. **At no time is an organization to pay the employee directly.**

E. Hold Harmless Clause

The User(s) undertakes and agrees to indemnify and hold harmless the school, school board, school board elected and appointed officials, administrators, principals, teachers and all other school employees, volunteers or representatives, and all persons and bodies corporate acting for or on behalf of them, against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorney fees) whatsoever (including injury to persons and damage to property) for which they may be or become liable directly or indirectly arising out of the use of School premises by the User(s) (or the servants, agents or invitees of the User(s)), and for such further sums in excess of those contained in any insurance policy procured by User(s) relating to the use of the School premises or for such amounts as may not be payable under any such insurance policy.

F. Certificate of Insurance

The User(s) is to take out and maintain current throughout the term of this agreement a General Liability insurance policy with a reputable insurer, having an A.M. Best rating of A- or better, in which (a) the School is indemnified in an amount not less than \$1 million for any claims whatsoever (including injury to persons or damage to property) arising out of the use of the School premises by the User(s); (b) the School is named as an Additional Insured under the policy; and (c) the policy or a certificate of insurance must be produced to the School prior to use of the facilities. User(s) and the School agree that any insurance policies procured by User(s) that provide benefits or protection for the School shall be primary and that any policies procured by School that might happen to provide protection or benefits to the School arising out of User’s use of the School premises shall be excess.

G. **Cancellation**

The School District encourages the use of facilities by a variety of groups. However, the district discourages groups from reserving facilities and then not using them. This practice restricts other potential users from gaining access. Therefore, the school district will charge \$25 for each occurrence that a facility is reserved but not used. If the total charge for one school year reaches \$100, the group will be removed from the approved users list (if they are on that list) and may jeopardize future use of facilities. Cancellations will be accepted by calling the Business Office up to seven days prior to the event. Cancellations may also be accepted on an emergency basis with prior approval at the Business Office. Cancellations due to inclement weather will be considered an emergency.

H. **Payment**

The User(s) must submit payment within 30 days of being invoiced. Failure to pay within the 30 days will result in the user (group) being removed from the approved users list (if they are on that list) and may jeopardize future use of facilities.