

Charlotte Public Schools Use of School Facilities and Grounds Policy

Revised 9/21/2017 FILE 3275
Business & Non-Instructional Services

The Board of Education believes that the school facilities and grounds 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.

The Board may permit the use of the school facilities and grounds when such permission has been requested in writing by a responsible organization or a group of at least seven citizens (non-student organizations) of the district and has been approved by the Superintendent or his/her designee.

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

- A. uses directly related to the schools and the operations of the schools (curricular, co-curricular, and extra-curricular groups i.e., drama clubs, class plays, student groups, and student concerts)
- B. uses by groups affiliated with district activities and those groups whose primary goal is to benefit students (i.e. Parent Teacher Organization activities, Booster Club activities, Boy Scouts, Girl Scouts)
- C. meetings of employee associations and organizations
- D. uses by units of government (e.g. election activities)
- E. community organizations or groups formed for charitable, civic, social, educational, political, recreational, religious, and social purposes
- F. commercial or for-profit organizations and groups

Cost reimbursement, fee arrangements and priorities cited in administrative regulation:

Class 1: Charlotte Public Schools curricular, co-curricular, extra-curricular, sponsored and affiliate organizations and groups.

Class 2: Non-Profit Organizations

Class 3: For Profit - Commercial Users

The use of District grounds and facilities shall not be granted for private social functions or any purpose which is prohibited by law.

Should all or any part of the District's community be struck by a disaster, the Board may make District grounds and/or facilities available for housing, feeding, and care of victims or potential victims when requested by local, State, or Federal authorities. The Superintendent should meet with the proper authorities to establish a disaster preparedness plan in order to ensure that proper procedures are established to minimize confusion, inefficiency, and disruption of the educational program.

The Superintendent shall develop administrative guidelines for granting of permission to use District facilities and grounds including a schedule of fees for cost recovery. Such guidelines are to include the following:

A. Each user will be required to present evidence of the purchase of organizational liability insurance for the event(s) in question with limits of at least \$1 million with the district named as an additional insured party.

B. Use of school equipment in conjunction with the use of school facilities and grounds must be requested specifically in writing, and may be granted by the procedure by which permission to use facilities is granted. The users of school equipment must accept responsibility and liability for any damage or loss to such equipment that occurs while it is in their use. Where rules so specify, no item of equipment may be used except by a qualified operator. The district reserves the right to require users to utilize district personnel or contractors to operate certain equipment, provide district monitoring, and provide custodial services.

C. Users shall be liable financially for damage to the facilities and grounds and for proper chaperonage. Charlotte Public Schools assumes no responsibility for the property of any organization or group or any of their agents, employees, invitees, or licensees. All organizations and groups release and discharge the district from any and all liability for loss, injury or damage to person or property sustained during the use of school facilities and shall hold the district harmless from all claims and damages resulting from the acts or omissions of any organization or group or any of their agents, employees, invitees or licensees.

M.C.L.A. 380.11a

REGULATIONS:

A. Any organization or group approved for facility use must take reasonable steps to ensure orderly behavior and proper supervision of anyone associated with their use of facilities and will be responsible for paying for all damages associated with their use of the facility or equipment.

B. The district may request payment of estimated fees in advance.

C. Tobacco products, alcohol or alcoholic beverages and controlled substances are not permitted on district property at any time.

D. Weapons and firearms are not permitted on district property at any time.

E. Decorations must be fire-proof and shall be erected and taken down in a manner not destructive to district property. Decorations are subject to the pre-approval of the district

in accordance with school safety standards. The use of open flames, such as candles, is permitted only with written permission from the district, in consultation with the local fire department if needed.

F. All organizations or groups shall be fully responsible for all loss or damage to district property occurring as a result of or in connection with the permitted use, including property of students and employees.

G. Requests for district-owned equipment shall be charged by the type of equipment requested.

H. Equipment which constitutes a safety hazard shall not be allowed on district premises at any time. The use of any material on floors (i.e., such as dance powder) or other parts of the building is strictly prohibited without specific prior approval, in writing, from the district.

I. Use of stages, furniture, and equipment must be arranged for in advance. Set-up and clean-up may be performed by members of the group using the facility, provided the responsible persons are listed on the application. Additional custodial services required for work not done satisfactorily will be paid for by the using group. Arrangements must be made with the district for use of any special or extra equipment. Extra compensation paid to employees for moving, operating, or supervising special or extra equipment will be charged to the using group.

J. Facilities and grounds may be available for community use after 5 p.m., Monday through Friday, and all day on Saturday and Sunday, unless other arrangements are requested on the application and approved by the district..

K. Use during summer vacation, on holidays, or during other vacation periods shall not conflict with building cleaning and renovating programs and will depend on the availability of building service personnel and maintenance/custodial services as may be required for supervision.

L. No unauthorized method of obtaining funds, including any form of gambling, is permitted in district buildings or on district grounds.

M. A district custodian and district monitor shall be on duty whenever a facility is being used. Each organization or group requesting the use of district facilities must use the services of a district custodian and district monitor and shall be responsible for the corresponding costs. The custodian will render assistance in handling furniture and equipment and will be responsible for seeing that the facility or facilities are left in good order after the activity is over. The custodian's overtime, including clean-up times, will be charged at the appropriate hourly rate to the group or organization. Food-service personnel shall be required and charged to the organization or group when kitchen facilities are requested. Each group requesting the use of district audiovisual equipment must use the services of a district authorized employee. Fees for technology personnel shall be charged to the organization or group.

N. Responsibility for enforcement of rules and regulations concerning use of district facilities rests with the organization or group, and any infractions of the above regulations

may be grounds for refusing to grant subsequent requests for the use of district facilities and/or for immediately discontinuing the use that has been granted.

O. Corridors, exits, and stairways must be free of obstructions at all times. Exits are to be lighted when facilities are in use. Members of audience or spectators must never stand or sit so they block exits, stairways, or aisle ways. Facility hallways are not available for activity use due to egress requirements.

P. The District will not be responsible for any loss or damage of valuables or personal property.

Q. Flyers, booklets, or other printed or audio-visual materials may not be distributed unless they relate directly to the activity for which the school facility is being used or prior approval is obtained.

R. The placement of additional signage must have prior administrative approval.

S. Playground facilities may not be used after dark.

T. Sale of beverages must comply with district consortium agreement. This agreement requires that only Coca-Cola products be offered or sold. School affiliated groups must purchase directly from Coca-Cola Bottling Group.

U. All parties leasing school facilities shall comply with all district, board, and building policies, rules and regulations.

SUPERVISION OF RENTED FACILITIES

A. Each organization or group requesting the use of district facilities must use the services of a district custodian and district monitor and shall be responsible for the corresponding costs. The custodian or district monitor will be present to open/close building, operate lights, security systems, and provide the unlocking/locking of rooms. The district monitor will be trained in first aid / CPR / Emergency Lifepak Defibrillator. They will assist in emergency building evacuations, and direction to designated areas in case of inclement weather.

B. Each group requesting the use of district facilities must indicate an individual, satisfactory to the district, in charge of the group who will be using the building/facility. The district monitor along with the group designee will serve in an oversight capacity during the use of the district facilities. Such individuals are responsible for the enforcement of all rules and procedures regarding the use of district facilities. The group designee from the outside organization will be present from the time of entry stated on the permit until all participants have left the premises.

C. The custodian or district monitor on duty is directed not to open the facility until the in-charge supervisor for the sponsoring group is on duty.

D. Each group requesting the use of district facilities equipped with audio visual equipment when the intended use of the room is for speaking or performance activities must use the services of district authorized personnel.

TERMS AND CONDITIONS - GROUNDS USAGE:

1. The approved applicant shall properly prepare and maintain playing fields and related facilities during the period of their use. The approved applicant shall return the fields and facilities at the end of the usage period in the same condition as when the facilities were assumed. It shall be the judgment of the Community Education Director as to whether damages or maintenance was not completed by the user. The cost to restore such facility shall be performed by the District and billed to the user.
2. The approved applicant shall supervise both its own persons and all other persons in attendance at approved activities, and provide adequate adult leadership for children and adults in the areas used, as well as parking lots and immediately surrounding areas. The approved applicant shall care for the premises during and following usage periods, and all areas shall be cleaned up by the organization, or fees paid for District personnel to do so.
3. Preparation of fields for user programs shall not interfere in any way with the school program at the site. No modification shall be made of the school premises without the approval of the Community Education Director. Any approved permanent modifications shall become the property of the District.
4. The user shall have no authority or jurisdiction over District property, or improvements, except to care for these premises during the time of approved user's activities.
5. All activities shall terminate at dusk.
6. No glass containers or other breakable articles shall be allowed on premises.
7. Public address systems, when used, shall be operated at a volume low enough to avoid disturbance of households in areas adjacent to the premises used.
8. Each coach must have a copy of the organization's approved facilities use form with him/her at the field.
9. Fields will be reserved for the organization's practice or play. Individual coaches must request additional field time through his/her organization's officials.
10. Unless otherwise indicated on the approved facilities use form, field space may not be shared with other organizations.
11. Field use is permitted only for the times specified on the approved facilities use form. Organizations should not come earlier or leave later than the times specified.
12. Charlotte Public Schools has first priority on the field. If an event is running late, the game(s) will be finished before the next group uses the field, regardless of the time stated on the facilities use form.
13. All litter must be picked up and placed in the trash receptacles by the organization at the end of the field use.

14. Approved tournaments supersede all other requests. No tournament may be scheduled without submitting a facilities use form.
15. No alcohol, drugs, tobacco, or tobacco products are permitted on the field or consumed within the limits of the field. All other school district rules and regulations apply to facility use by user groups.
16. No vehicle of any type is permitted on the field at any time.
17. Organizations are responsible for providing their own equipment.
18. The school district is not responsible for any items lost or stolen.
19. Parking should be only in designated areas and must not block exits or emergency access.
20. Each organization is responsible for making sure that all its personnel, coaches, parents and participants are aware of all rules regarding use of fields.
21. The District reserves the right to terminate an agreement upon notice if the approved applicant has violated any of terms and conditions contained herein, or has in any way abused the privilege granted in using school facilities. Any organization not abiding to the conditions as set forth in this addendum will jeopardize its access to use the field in the future.
22. All other rules and regulations of the District pertaining to user contracts for the use of school facilities as set forth in the Administrative Guidelines shall apply to a contract for outside facilities and are binding on the approved applicant.

SAFETY INFORMATION:

1. Coaches must walk the fields and surrounding area prior to use. A potential hazard must be reported to players and the opposing team(s). Report hazards to the Community Education Director.
2. Fields may not be used, for any reason, when closed by Charlotte Public Schools.

INCLEMENT WEATHER:

1. The field is automatically closed if there is lightening, thunder or if standing water is present.
2. If an organization has an approved facilities use form, but attempts to use the field when closed or when standing water is present, it will be charged any maintenance costs required to restore the field to its original condition before usage.

RENTAL AGREEMENT:

LESSEE AGREES that the lessor's premises will not be used for any unlawful purposes. The lessee will at all times during the rental period have a person or persons supervise activities in the building/rooms/outdoor grounds which it rents from lessor.

LESSEE'S DUTY TO MAINTAIN PREMISES The lessee will maintain the building/rooms/outdoor grounds rented and the property and equipment therein, in as good a condition as when the premises are delivered to lessee, and will surrender the premises to lessor promptly at the end of the rental period. Lessee shall be liable to lessor for any damage to lessor's property caused by lessee, or damage caused by any person or person invited or allowed on the lessor's property by lessee, during the rental period.

INDEMNIFICATION OF LESSOR The lessee will indemnify the lessor against all liability, damages, expenses and judgments incurred for any reason of any injury or claim of injury to person or property which in any way arises out of the use, occupation or control of the property by lessee during the rental period, or which occurs on the rented premises or on school property adjacent thereto, including sidewalks and parking lots, during the rental period whether such injury is caused by lessee's negligence or otherwise.

CERTIFICATE OF INSURANCE The lessee is required to provide a general liability Certificate of Insurance for not less than One Million Dollars (\$1,000,000) that lists Charlotte Public Schools as an additional Insured party to lessor. Such certificate shall be provided to the building administrator prior to the rental date.

CANCELLATION fee of \$25 per event/location will be charged if two business day notice is not provided. Exceptions will be granted in extenuating circumstances (inclement weather, emergencies, etc.)

RENTAL AGREEMENTS ARE VOID WHEN SCHOOL IS CANCELLED due to inclement weather, power failures or any other unforeseen circumstances.

THE DISTRICT RESERVES THE RIGHT TO DEMAND sufficient time for full investigation, notice, and arrangements of all requests for the use of school facilities and grounds and reserves first claim to the use of its own property for school purposes. The District shall generally require a seven day (7) advance notice for all Facility and Grounds Use Requests.

CANCELLATIONS MAY BE ISSUED BY THE DISTRICT with or without due notice. All approvals are to be granted with this understanding.

IN WITNESS WHEREOF, the parties leave executed this Agreement.