

<b>ROCKFORD PUBLIC SCHOOLS</b>	Issued: 11/12/02 11/12/10 5/29/15 11/9/15 3/2/23
<b>ADMINISTRATIVE REGULATION 8.20R</b>	Responsible: Chief Operations Officer
<b>REGULATION MANUAL Administrative Regulation- Facility Rental/Usage  Board Policy 8.20</b>	Approved: _____ /s/ Ehren Jarrett Superintendent  Endorsed: _____ /s/ Lori L. Hoadley General Counsel

### **Administrative Regulation-Facilities Rental**

Regulations and guidance for implementation of Board Policy 8.20 on use of District facilities.

#### **I. DEFINITIONS**

- A. The term School Facility and School Facilities shall include without limitation all vacant and improved land owned by the District including without limitation all parking areas, stadiums, school buildings, playgrounds, gymnasiums, pools, bleachers, auditoriums and classrooms. Restricted School Facilities shall not be available for Facility Use.
- B. Facility User - community organizations and groups and individuals.
- C. Facility Use - use of a School Facility by a Facility User.
- D. Restricted Facility - the Administration Building, permanently closed school buildings, driver training units and ranges, hazardous areas (as designated by the Superintendent), office areas and office equipment, portable classrooms, rifle ranges, teacher lounges and work rooms (as designated by the Superintendent), and any other School Facility designated as restricted by the Superintendent.
- E. School Use - use of any School Facility for school purpose including but not limited to classroom instruction, activities during school hours, school related sporting events and school sponsored events. School Use shall also include all times during School Hours including summer school.
- F. School Hours - all times when a School Facility is in School Use and all times during attendance hours and the school day.

G. Facility Equipment - that equipment and property included in the Facility Use.

## II. Rental Procedures

- A. Non-school hours only - School Facilities are only for use by a Facility User during non-school hours. Such use must not interfere with any school function, School Use, the safety of students and the safety of employees. School Use is primary for all School Facilities.
- B. Rental/Use Agreement - School Facilities may not be used without a District approved written Rental/Use Agreement. A Rental/Use Agreement is required even where there is no rental fee charged.
- C. Operations Coordinator - The Superintendent will designate an Operations Coordinator. The Operations Coordinator shall be the single point of contact for Facility Use and will monitor all Facility Use by Facility Users and have the authority as the Superintendent's designee to approve or deny applications for Facility Use. All Facility Use **must** be scheduled through the Operations Coordinator; no other person is authorized to approve a Facility Use.
- D. In conjunction with the Chief Operating Officer, the Director of Operations shall annually develop a rental rate for Category 2 and Category 3 Uses. The Operations Department shall, prior to June 30 of each year, prepare a report on Facility Use including the identities of Facility Users, the time and extent of each Facility Use, and the amount of rental fees paid.
- E. The Director of Operations shall prepare and maintain such special rules and regulations as may be necessary for Facility Use of a field house, gymnasium, pools, shower facilities, stadiums and press boxes, and any other specialized use and develop enhanced rental fees for specialized uses.
- F. The Director of Operations shall develop and implement a system for issuance of invoices to Facility Users following a Facility Use to collect excess custodial costs and damage recovery.
- G. Conditions of Use - The following conditions of use shall apply to every Facility Use:
1. Damage and Injury - Facility User is responsible for all damage to school district property and School Facilities and any injuries occurring during a Facility Use. The Facility User is responsible to provide all supervision of the Facility Use and attendees.
  2. Rules of Conduct - District rules of conduct (Board Policy 8.30) will apply to all

Facility Use, and Facility User is responsible to assure all persons present at a School Facility comply with the conduct rules. A copy of such conduct rules as may be in effect at the time of Facility Use shall be provided to the Facility User.

3. Insurance - Facility Users shall have proper insurance coverage and provide a certificate of insurance prior to commencement of the Facility Use which contains a minimum of \$500,000.00 limit general liability insurance. The District must be named as an additional named insured. The liability insurance must be in effect at all times during every Facility Use and be non-cancellable.
4. Permitted Use - Generally, any lawful, non-discriminatory use of a School Facility which complies with all District policies is permitted. A Facility User must include in its application for use a comprehensive description of the proposed use which is subject to approval by the Operations Coordinator. A list of prohibited uses shall be available from the Operations Coordinator.
5. Application for Use - The Operations Coordinator shall develop and maintain a Facility Use application which shall be completed and submitted by every Facility User for every Facility Use (provided that multiple uses by a single Facility User may be combined on a single application) not less than 10 business days in advance of the requested use. An application which is incomplete, proposes a use which violates Board Policy or is unlawful, or submitted by a Facility User who has been barred from Facility Use shall be rejected. All other applications which are in compliance with Board Policy and these regulations may be granted at the discretion of the Operations Coordinator. Applications which meet the minimum requirements of this regulation 8.20R shall be granted subject to specific review by the Superintendent who may reject or deny an application.
6. Rental/Use Agreement - The Director of Operations shall develop and maintain a Rental/Use Agreement for Facility Use which shall contain, at a minimum:
  - a. Identification of the School Facility being used;
  - b. Any Facility Equipment included in the Facility Use;
  - c. The legal name, address, telephone and email information of the Facility User (including documentation of not-for-profit status if any);
  - d. The name of the responsible representative of the Facility User;
  - e. The terms of rental including rent charged;
  - f. The insurance required;
  - g. The purpose, time and date(s) of Facility Use; and
  - h. The name and policy number of the liability insurer.
7. Rent - All rental fees must be paid in full in advance of the Facility Use with the exception of Park District Use where use qualifies for In-Kind Credit. Rent is nonrefundable except in the event of cancellation by written notice not less than 48 hours prior to a scheduled Facility Use. In the event of cancellation, prepaid rent will be refunded, less an administrative fee. Enhanced rental fees may be

charged where there is a specialized Facility Use such as pools and gymnasiums. The Rental/Use Agreement shall include a provision for imposing additional fees and costs to a Facility User in the event a Facility Use results in higher than expected or normal custodial cleanup cost.

8. Facility Equipment - A Facility Use may include Facility Equipment if specified in the Rental/Use Agreement. Use of Facility Equipment may incur an additional fee which must be paid in full in advance of the Facility Use.
9. Emergency Cancellation - The Superintendent, the Operations Coordinator, or either's designee may at any time, for the purpose of preservation of property or prevention of injury or in response to a violation of law or the Rental/Use agreement or any provision of this or any regulation of the School District, immediately cancel and terminate any Facility Use at any time including during a Facility Use. No refunds shall be given of any rental fees for any reason.
10. Indemnification - The Facility User shall indemnify and hold the District, its administrators, agents, officers and employees, harmless from any and all costs, losses, claims, and damages arising from the Facility Use. The Facility User shall pay to the District the cost of repair or replacement of any School Facility damage or Facility Equipment damage or loss upon demand of the Superintendent or Operations Coordinator.
11. Swimming Pool Use - Use of swimming pools as part of a Facility Use requires compliance with additional rules and regulations which are available from the Operations Coordinator.
12. Tennis Courts:  
Use of the District Tennis Courts at Auburn High School and Guilford High School are subject to the following rules:
  - a. Auburn Tennis Courts use by the District, District students, a school activity and/or any School Use takes precedence over all other uses. The Auburn Tennis Courts are not available for general public use during non-school hours and during non-School Use.
  - b. Use of the Guilford Tennis Center must be reserved in advance with the Operations Coordinator and is limited to non-school hours and when otherwise not in use by the District. Absent other School Use or rental use, the Guilford Tennis Center will be available for general public use during non-school hours.

### **III. CATEGORY USE**

- A. Category 1: Category 1 use is no rental fee group use. School groups and school related organizations, as listed below, are not charged a rental fee; however, Category 1 users must meet the rental conditions including insurance requirements. Usage of

School Facilities for emergency evacuation centers and/or emergency shelters are no rental fee usage and need not meet the other conditions of use except the indemnification provisions and supervision requirements.

1. Category 1 Facility Users are (not an exclusive list):

- Parent/teacher groups (i.e. PTO organizations);
- School booster clubs;
- District employee organizations;
- Student clubs/organizations;
- Organizations in which only RPS students are members;
- Certain Rockford Park District Programs in which participation is predominantly RPS students (see RPD provisions below); or
- Equal Access Act groups.

B. Category 2: Category 2 is use by individuals, governmental entities and not-for-profit entities. Proof of not-for-profit status is required with application for use. Category 2 uses are changed rental fees based on the actual cost of the use to the District. Category 2 rental fees are set annually by the Operations Coordinator and approved by the District Chief Operations Officer. Category 2 users must meet all the conditions of use.

1. Category 2 users may request prior approval of the Board Education of offset of rental fees in the amount of “In-Kind” donations by the Facilities User to the District. In-Kind offset must be approved and paid or delivered to the District in advance of the Facility Use.

2. Category 2 rental fees rates are not available to groups or individuals:

- For conducting fundraising activities; or
- Tournaments or meetings where fees.
- Contributions or donations are required, changed or solicited or admission or participation fees charged unless RPS students are the sole beneficiary. Groups which charge fees for participation or admission or solicit contributions not exclusively for the benefit of RPS students must pay the Category 3 rate. Expectations are noted in the Park District Use provision noted below.

C. Category 3: All other Facility Use is covered by Category 3. The Operations Coordinator, shall annually set the Category rental fee rate, with approval by the Chief Operations Officer. The rate will be a market rate and shall include all costs incurred by the District including labor, utilities, supplies, insurance, reasonable wear and tear and depreciation, and fees for specialized equipment, custodial costs, maintenance and security. Category 3 use is not subject to In-Kind offset.

#### **IV. ROCKFORD PARK DISTRICT USE**

Please refer to any Intergovernmental Agreements between the School District and the Park District.

## **V. SUPERINTENDENT'S DISCRETION**

Pursuant to Board Policy 8.20, the Superintendent may waive up to a cumulative amount of \$25,000.00 in fees in each fiscal year.

Reference: Board Policy 8.20