

BALDWIN UFSD
Regulations/Requirements
Application for Use of School Facilities or Grounds

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Days school buildings may be used: Request for use of school buildings may be *made for* any day **EXCEPT SUNDAYS**, school holidays, recess *periods including summer recess except for school-district sponsored events*. Saturday use is discouraged and will only be considered when alternate times cannot be found.

Priority for use: Priority for use of buildings and grounds shall be given to those programs that are under the complete supervision and control of the Board of Education.

<u>FEES</u>	<u>Fee Per Hour</u>	<u>Custodial, Security, and Cafeteria Charges</u>
Elementary Gym or multi-purpose room	\$ 60.00	Custodial charges of \$45.00 per hour for each custodial employee required to maintain the building.
Elementary Classroom or Faculty Room	\$ 15.00	
Secondary Gym/Auditorium/Commons area	\$ 80.00	Security charges of \$25.00 per hour will be charged for each security guard required for the event.
Secondary Cafeteria (excluding use of kitchen)	\$ 25.00	
Secondary Classroom, Faculty Room, or Small Meeting Room	\$ 15.00	Cafeteria charges of \$20.00 per hour will be charged for each cafeteria employee required when using a kitchen.

The Director of Facilities, Operations, and Safety shall determine the number of custodial, security, and/or cafeteria employees necessary for each event and the number of hours required for each employee.

Insurance

Please see reverse side.

THE FOLLOWING RULES AND REGULATIONS ARE TO BE STRICTLY ENFORCED

In conformity with the Education Law, the following regulations for the use of school buildings in out-of-school hours have been established by the Board of Education:

1. No individual, **group**, or organization may use any room or rooms in a school building **and/or fields** until written authorization has been obtained from the (building Principal and the) Department of **Facilities & Operations**.
2. The use of school buildings by political parties for meetings or rallies is prohibited.
3. No organization or group shall be permitted to use a room or rooms in the school building **and/or school fields** unless **a** responsible **group** leader is **present for the entire event, has completed the Use of Facilities course, and** who shall be accountable to the Board of Education for the conduct of the group in his/her charge and for any damage that may be caused to the building **and/or field**.
ADEQUATE SUPERVISION MUST BE PROVIDED AT ALL TIMES. The group leader must have a copy of the permit with him/her during the approved activity.
4. People attending functions are restricted **ONLY** to **approved** areas, **times, and dates confirmed on the permits. There will be NO** exceptions.
5. **The use of** decorations **and** scenery or the moving of equipment (e.g., piano **or spotlights**) is prohibited unless written permission is granted **in the permit**.
6. **Smoking and/or** use of intoxicating beverages **on district properties are prohibited**.
7. Games of chance and the selling of chances **are** not permitted.
8. A cafeteria employee **MUST** always be present if the kitchen facilities are to be used.
9. Under **NO** circumstances are refreshments to be sold or served unless written permission has been granted **in the permit**.
10. School activities will take precedence in the scheduled use of school facilities. Approved applications may be cancelled at any time if the facility is needed for school use.
11. Any change in time **or** date **or the** cancellation of an activity must be reported to the Department of **Facilities and Operations and School Administrator** in writing within 24 hours of intended use. If **notification is** by telephone, written confirmation must follow.
12. All events **shall** be cancelled when school is closed due to emergency, e.g., snow. It will be the responsibility of the group to **notify its members of the cancellation**.
13. No substance (wax or paraffin, **and/or tape**) may be used on the gym floors. Only sneakers may be used for recreational activities (e.g., soccer, basketball, etc.)
14. **All** organizations shall abide by **all applicable** federal, state, and local **rules, regulations, and laws**.
15. A detailed financial statement, showing total receipts and expenses for each use of a building for which admission is charged, must be made available upon request.
16. Requests for use of grounds and/or facilities by groups/**organizations** must be made by **the group leader/liaison who must be a Baldwin School District resident/employee and who completes the Use of Facilities Course**.
17. Baldwin **School District** residents must represent fifty percent or more of **the total** group's **participants**.
18. The net proceeds of any use for which admission is charged **shall** be used exclusively for charitable and/or educational purposes.
19. **Each group/organization must complete a hold-harmless agreement prior to use.**

(This is a requirement in Education Law, §414.)

Permit may be cancelled at any time without notice for failure to observe the aforementioned rules.

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Insurance

An insurance certificate protecting the school district for any liability arising from a claim out of the use of facilities, in an amount to be determined by the district insurance carrier, must name the Baldwin Union Free School District as additional insured on a primary and non-contributory basis and shall be required for all groups using the facilities.

It is required that the organization maintain, at a minimum, the following, giving evidence of same to the School District in the form of a Certificate of Insurance. Insurance carrier must be a New York State licensed carrier with AM Best Rating of at least A IX.

I. COMPREHENSIVE LIABILITY

Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 aggregate, with no exclusions for athletic Participants –
Medical Exp. (any one pers.) \$ 10,000

Notice of Cancellation: 30 days

Additional Insured: Baldwin U.F.S.D., using ISO Form CG2026 or its equivalent

Evidence: Certificate of Insurance and copy of Additional Insured Endorsement

Automobile Liability (When an organization's vehicle is brought onsite)

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

Workers' Compensation and NYS Disability Insurance (For Organizations With Employees)

Statutory Workers' Compensation (C105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state.

The form can be completed and submitted directly to the WC Board online.

II. UMBRELLA LIABILITY

General Use

\$1 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability coverage.

Athletic and Recreational Camps

\$5 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability coverage.

Carnivals and Firework Displays, etc.

\$10 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability coverage.

Coverage: Umbrella Form

Suggested Limit: \$5,000,000

Additional Insured: Baldwin U.F.S.D.

Notice of Cancellation: 30 days

Evidence: Certificate of Insurance

Hold Harmless Agreement

The facility user does covenant and agree to defend, indemnify and hold harmless the Baldwin UFSD from and against any and all liability, loss, damages, claims or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in any way connected with the actual or proposed use of the Baldwin UFSD's property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, spectator, contractor or subcontractor of the facility user. The facility user understands and agrees that its use of the Baldwin UFSD's property and facilities includes, but is not limited to, all areas identified in the application and/or permit, and sidewalks, walkways, parking lots, entrances, stairs, and all other areas incidental to and/or connected with the use of the premises (hereinafter referred to as "incidental areas"). The facility user agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and any and all incidental areas.