

COMMUNITY USE OF SCHOOL FACILITIES RULES AND REGULATIONS

OUTLINE:

- I. Permitted Uses of School Corporation (“Corporation”) Facilities
- II. Prohibited Uses of Corporation Facilities
- III. Procedures for the Reservation and Use of Corporation Facilities
- IV. Procurement of Permit
- V. Rules and Regulations
- VI. Eligible Organizations
- VII. Charges for Use of School Corporation Facilities
- VIII. Cafetorium
- IX. Additional Cafetorium Rules

I. Permitted Uses of School Corporation Facilities

Bluffton-Harrison Metropolitan School District (“Corporation”) curricular, co-curricular, and extracurricular activities shall have priority in the use of Corporation facilities. Corporation facilities may be reserved for these activities on a first in time basis.

The use of Corporation facilities is expressly authorized for the following organizations or uses:

- 1) Corporation and school sponsored activities (e.g., classes, school clubs, extracurricular activities, adult education);
- 2) employee organizations representing Corporation employees in collective bargaining or in the “meet and confer” process, or an organization that proposes to provide this representation;
- 3) clubs formed by students for curricular or extracurricular purposes, if at least one faculty or staff member agrees to be and is continuously present;
- 4) jointly school sponsored activities (e.g., booster groups, PTO, alumni groups);
- 5) local groups dealing directly with community youth as their first and foremost purpose (e.g., Scouts, 4-H Clubs, Youth Athletic Leagues, etc.) and local civic service, cultural, political, not-for-profit organizations (e.g., Jaycees, League of Women Voters, Optimists, Lions, Democrats, Republicans, Kiwanis, etc.);
- 6) local tax-supported governmental agencies (e.g., public libraries, police, firemen, and township organizations);

- 7) local churches, private schools, commercial groups, and similar entities as long as the intended use of the facilities is not to generate profit;
- 8) business and community partnerships (e.g., YMCA, Ivy Tech State College, businesses that partner with school programs, NOCTI (State Teachers Testing), Indiana Fire Instructor's Association and other groups that participate with the schools in a co-curricular manner; and
- 9) private pool rentals

Permission to use school facilities shall not be considered as endorsement of or approval of the activity, group, organization, or the purposes they represent.

II. Prohibited Uses of School Corporation Facilities

Corporation facilities shall not be used for activities that:

- 1) violate or encourage or support the violation of laws or harassment or discrimination in violation of applicable Board policies;
- 2) present a substantial risk of injury to a person or property damage greater than the normal risks arising from the use of Corporation facilities;
- 3) are not accompanied by a written safety and supervision plan prepared by the user;
- 4) are sponsored or organized by persons or an organization that has not complied with this Policy or Rule when using Corporation facilities on other occasions;
- 5) permit the consumption or use of prohibited substances such as alcohol or tobacco on Corporation property;
- 6) are for the purpose of generating a profit by a for profit entity;
- 7) are private social functions, unless for pool rental; or
- 8) are reasonably foreseeable based upon specific articulable facts that the event will interfere with other school-related activities.

Use of a Corporation facility is not prohibited by this Policy or Rule because the activity conducted is not open to the general public, or a fee is charged for admission if:

- 1) Corporation personnel necessary to provide services and determine compliance with this Policy are permitted to have free access; and
- 2) access or participation is not limited based upon a protected class criterion such as race, religion, sex, national origin, national ancestry, or disability.

Use of a Corporation facility is not prohibited by this Policy or Rule solely because the activities conducted are religious in nature, as long as the user does not represent that certain religions or religious beliefs are endorsed or supported by the Corporation.

III. Procedures for the Reservation and Use of School Corporation Facilities

The Principal of each school is authorized to receive written applications for the use of the Corporation facilities under his/her supervision. All written applications for the use of Corporation facilities shall be endorsed with the date and time received and immediately forwarded to the Central Office for a decision on the application.

If an administrator determines that an activity in a Corporation facility:

- 1) is being conducted in a manner that endangers persons or is likely to cause substantial damage to Corporation property or the property of others;
- 2) is not being properly supervised given the age and apparent maturity of persons present, or
- 3) is not being conducted as the user agreed to;

the administrator may immediately terminate the use of the Corporation facility and require that persons in attendance leave the premises immediately.

Use of a Corporation facility by an outside group shall be reserved for that use to the exclusion of all other uses if the facility is not scheduled for use for a Corporation activity at the time the facility is reserved.

As a condition of the use of a Corporation facility by a group not covered by the Corporation's liability insurance policies, the Business Office shall require that:

- 1) the user by a fully authorized representative agree in writing to defend, indemnify, and hold the Corporation harmless for all claims arising out of the use of the Corporation facility, including claims by business invitees of the user and claims for the damage of Corporation property;
- 2) at least five (5) days before the proposed use, the user submits a certificate of broad form liability insurance coverage in which the Corporation is made an additional insured for the activity.

IV. Procurement of Permit

- A. The use of all school facilities for any purpose shall be initiated by a responsible member of the organization requesting the permit through the school principal or designee.

- B. All requests by Groups II, III, IV, V VI, and VII (see eligible organizations) should be made on the approved form to the Administration Office thirty (30) days before the requested date of use.
- C. The Principal or designee shall then notify the applicant of the denial or acceptance and the fees involved within ten (10) business days.
- D. If approved, the estimated rental and custodial fees are payable to the Corporation three (3) days in advance of the facility's use.
- E. Proof of liability insurance is required prior to approval. This requirement may be waived by the Corporation Treasurer in *rare* circumstances such as when the Corporation is sponsoring the event.

V. Rules & Regulations

- A. A school custodian(s) (appointed by the principal and/or designee) must be on duty during the hours the facility is used. When custodial fees are charged, the hours counted shall be from the time the custodian opens the door until clean-up is completed. The number of such personnel shall be determined by the Corporation.
- B. The kitchen facilities are not normally rented. If approved, a kitchen supervisor shall be assigned by the Food Service Director. Fees shall be charged from the time the kitchen is opened until clean-up is completed. It shall be the sole duty of the supervisor or designee to supervise, not to prepare or serve food. The clean-up is the responsibility of the organization using the facility unless other arrangements are made with the Food Service Director. If the clean-up is not satisfactory in the opinion of the Food Service Director, an additional charge will be assessed.
- C. The use of the facilities and equipment shall be strictly confined to the area designated or included in the agreement. Applicant and his or her organization will be held responsible for the compliance of these rules by all persons participating in or pertaining to the activity. In case of doubt, the school officials or other representatives of the school on duty shall have the immediate authority in any matter covering the use of the building.
- D. Permit applications will be denied or cancelled if requested usage is determined by a Corporation official not to be in the best interest of the Corporation.
- E. Gambling, use or possession of intoxicant drugs, alcohol, flammables, and obscene and profane language are prohibited anywhere on Corporation property. Use of tobacco in any form is prohibited in all facilities. Possession of a firearm on school property is a felony and violates Board policy unless specific exceptions apply.
- F. No furniture or equipment, audio visual/technology equipment, shall be used or moved unless specifically requested on the Permit and approval received from the school official.
- G. Liability: The User agrees that the Corporation shall not be responsible for any injury or property damage. The User agrees to release and hold harmless the

Corporation and its employees and agents from any injury or damages of any kind arising from the use of the facilities by the User, a participant in a program, or a third party associated with the User's use of the facilities.

- H. The organization or individual wishing to use the facilities will be required to furnish proof of insurance coverage or self-insurance proof statement to the principal of the facility upon application. Consultation with the Corporation Treasurer will determine dollar value of insurance required, or, in rare circumstances, if the insurance requirement may be waived.
- I. The use of special equipment such as stage lighting, scenery curtains, projectors, public address systems, folding goals, bleachers, etc. shall be permitted only when operated by school employees or other persons authorized by the school or its representatives.
- J. Signs, displays, or materials shall not be attached to the walls, window glass, woodwork, draperies, blinds, stage curtains, grounds, drives, etc. without approval in the agreement.
- K. Concession and checkroom rights are reserved by the school, unless otherwise stipulated.
- L. When the attendance or other conditions require the use of police, firemen, parking lot attendants, or other types of personnel, these personnel shall be procured by the Corporation and charged to the applicant. These charges shall be evaluated prior to the rental by the Administration Office and renters and lessees involved and shall be written into the agreement.
- M. Fire Safety and Decorations – fire, health, and safety regulations and codes of the State Fire Marshall, Board of Health, local agencies, and the State of Indiana must be followed at all times. Any permits required shall be the responsibility of the applicant. All material used for decorative purposes must be approved in advance by the school official.
- N. Gymnasium floors - No materials are to be used on floors. Proper rubber soled gym shoes must be used for games or athletic contests on gym or activity room floors. Use of tarp covering may be required.
- O. Non-school organizations are not permitted to sell tickets or merchandise to students while students are under school jurisdiction.
- P. Activities using school facilities must be under competent adult supervision and/or leadership. The school official reserves the right to judge the adequacy of such supervision and immediately cancel any function judged not to be adequately supervised.
- Q. Damage or misuse of the facilities and equipment shall be paid for in full by the organization chargeable with use. The appraisal of the Superintendent or his or her designee shall be the final determinant in all cases of damage or misuse.

- R. Rental of school buildings or school facilities does not include the use of recreational equipment, furniture, projection equipment, public address systems, stage lighting, any other special equipment, nor Corporation personnel trained to operate the aforementioned equipment, unless it is specifically provided for in the agreement.
- S. Regular rental of school buildings and facilities does not imply the provision of storage facilities for supplies or equipment.
- T. Facilities shall be used by sponsoring organizations for the purpose of the facilities' design, i.e. gymnasium for games played in gyms, auditoriums and theaters for theatrical/program presentation activities, classrooms for instruction, etc. If requests for usage deviate from the design purpose, the school official shall determine whether the alternate usage is appropriate and allowable.
- U. No sponsoring organization shall be extended continuous use of building rental privileges for a period exceeding one school year.
- V. Each sponsoring organization shall appoint one responsible representative who will contact the custodian upon arrival and show an approved and signed application for the intended use of the building. After showing the approved application, the sponsoring organization will be admitted. If contractual arrangements have not been made, the custodian will not be present to open the building.
- W. The sponsoring organization is responsible for the conduct of the group using the building and its representative shall be the responsible person in charge of the group. The person signing the rental contract is responsible for any damage caused by the sponsoring organization.
- X. A damage deposit may be required, based on the judgment of the Director of Maintenance, as a condition of usage.
- Y. All fees may be waived or altered at the discretion of the Superintendent or his designee.
- Z. The Corporation is party to exclusive contracts, a list of which will be provided on first use of a school facility. Each organization using a school facility will abide by the exclusivity clause within that contract and only use those products while using the school facility. The Principal, designee, or the Corporation Treasurer are available to assist with any questions on the impact of exclusive contracts.

Classification of Groups for Purposes of Facility Use

VI. Eligible Organizations

- A. Preference will be given to local groups or organizations having the majority of their membership living in the Corporation.

- B. A responsible citizen is defined as a person, at least 21 years of age, who is a real property owner in the school Corporation and who is financially responsible.
- C. Facilities generally are not to be used for commercial or personal gain. The Internal Revenue Service listing of non-profit organizations will be used as a guide. In certain instances where school facilities are uniquely suited to provide services to our youth (e.g., sports camps) the finances will be monitored so that use of schools does not give the sponsor(s) the ability to monopolize a program or service.
- D. All rentals are restricted to temporary use only and no Facility User Agreement shall exceed one year.
- E. Priority use of facility shall be as follows:

Group I: Corporation and school related activities (e.g., classes, school clubs, extracurricular activities, adult education); employee organizations representing Corporation employees in collective bargaining or in the “meet and confer” process, or an organization that proposed to provide this representation; and clubs formed by students for curricular or extracurricular purposes, if at least one faculty or staff member agrees to be and is continuously present.

Group II: Jointly school sponsored activities (e.g., booster groups, PTO, alumni groups, extension courses offered).

Group III: Local groups dealing directly with community youth as their first and foremost purpose: (e.g., Scouts, 4-H Clubs, Youth Athletic Leagues, etc.) and local civic service, cultural, political, non-profit organizations: (e.g., Jaycees, League of Women Voters, Optimists, Lions, Democrats, Republicans, Kiwanis, etc.).

Group IV: Local tax-supported governmental agencies (e.g., public libraries, police, fireman, and township organizations).

Group V: Local churches, private schools, commercial groups, and similar entities as long as the intended use of the facilities is not to generate profit.

Group VI: Business and Community Partnership: e.g., YMCA, Ivy Tech State College, and , businesses and industries that partner with school programs, NOCTI (State Teachers Testing), Indiana Fire Instructor’s Association and other groups that participate with the schools in a co-curricular manner.

Group VII: Private pool rentals.

VII. Charges for Use of School Facilities

- A. No rental fees will be charged for Groups I and II. Groups III and IV will not be charged a rental fee unless there is an admission charge or donations are made. If so, Group III and IV will pay the fees established for Group V, VI, and VII on the Fee Schedule.

- B. All groups are charged a custodial fee if event is held during non-regular working hours. For Groups III, IV, V, VI, and VII if a custodial service is required (during regular or non-regular hours), a custodial fee shall be charged at 1.5 x head custodial regular hourly rate plus required State and Federal Costs
- C. The Director of Maintenance shall determine any additional service necessary to protect school Corporation facilities and equipment.
- D. Unless otherwise indicated, the charges for facility use are “per session” which is considered to be approximately three (3) hours. Charges for additional services are as follows:

Custodial	<u>\$1.5 x head custodial rate + State & Federal Costs/ hr</u>
Kitchen Supervisor	<u>\$1.5 x head cafeteria mgr rate + State & Federal Costs / hr</u>
Cafetorium	<u>\$50.00 / hr</u>
Commons Area	<u>\$50.00 / hr</u>
Gymnasium	<u>\$50.00 / hr</u>
Pool (minimum 2 hours)	<u>\$30.00 / hr</u>
Administrator/Event Manager/Pool Supervisor	<u>\$ 60.00 / hr</u>
Pool Supervisor	<u>\$ 15.00 / hr</u>
Professional Instructional Technology Support Staff	<u>\$ 60.00 / hr</u>
Professional Tech Support Staff (Cafetorium/Theatre)	<u>\$ 60.00 / hr</u>
Student Technician	<u>\$ 20.00 / hr</u>
Lifeguard (per 25 swimmers)	<u>\$ 15.00 / hr</u>

Charges for estimated utility usage will also be levied for facilities used during periods when additional heating, cooling, or lighting would be required.

- E. Group V and VI users will be assessed facilities and equipment usage charges as follows:

Classroom	<u>\$ 10.00 per night per classroom</u>
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Cafetorium	\$ <u>150.00</u> for three (3) hour session
(*In addition to Professional Technical Support Staff)	Additional \$ <u>60.00</u> / hour
Choir Room	\$ <u>50.00</u> /hr
Band Room	\$ <u>50.00</u> /hr

*All Athletic Facilities are Negotiable

VIII. Cafetorium / Theater

All groups are permitted to use the cafetorium / theater.

Group V and Group VI Users

Performance: Performance is for a maximum usage of four (4) hours. Usage period will be calculated from the time the user enters the building until the time the user and/or the public leaves the building. The usage period will not include cleaning time required.

Piano: Grand Piano \$ 50.00 per performance or rehearsal

Studio Piano \$ 20.00 per performance or rehearsal

Should the user require the Grand Piano to be tuned prior to usage, it will be at the user's expense.

IX. Additional Cafetorium / Theater Rules

- A. Firm Date: A date requested by the user is not considered firm until the user has executed a Rental Agreement, said agreement is approved by the Corporation, the user has submitted all applicable forms, and the user has provided an advance deposit.
- B. User shall leave all areas of the facility in the same conditions as they were found. This includes curtains, scenery, chairs, tables, and dressing rooms, etc.
- C. Cafetorium house equipment is to be operated only by qualified members of the Corporation.
- D. The control booth is off limits to anyone during performance or rehearsal that is not actively engaged working in the control booth.
- E. All scenery brought in must be flame retardant. Use of animals, pyrotechnics, open flame, water, etc. is subject to the approval of the Building Principal.

- F. All lighting, wiring, etc. must conform to local codes and meet all OSHA standards.
- G. If the User and the performing group are not the same, the User is responsible for advising the performing group to submit the technical requirements as may be necessary for the production of their event.

Bluffton-Harrison Metropolitan School District

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