BRANDYWINE SCHOOL DISTRICT
1311 BRANDYWINE BOULEVARD
WILMINGTON, DE 19809-2306
(302)793-5000
www.brandywineschools.org

Community Use of District Facilities
Categories of Users

The Brandywine School District encourages the use of District facilities by school and community organizations consistent with Delaware law (14 Del. C. § 1056) and Board Policy 7.01. Use of District facilities by external organizations may not interfere with the education or activities of District students. The District must ensure that costs incurred as a direct result of such use are borne by the User and not the District, per Delaware Code.

Categories for Classifying Facilities Users

All users will be classified into one of three categories for the purposes of determining facility use fees. The classification category for each facility user will be evaluated for each application received and will be given priority as such. The classifications will be reviewed on an ongoing basis.

I. Category 1: School-Sponsored Organizations

A. Category 1 includes any school-based event or school-sponsored organization. Examples of Category 1 Users include but are not limited to the following:

i. Groups directly associated with the Brandywine School District are conducting enrichment or athletic activities for school-age children. This includes school and parent groups such as PTA/PTO, booster clubs, student clubs, and school teams.

ii. District departments conducting staff development, in-service activities, and job-related training classes, and union organizations conducting activities for District personnel.

B. Facility Rental Fees will not be charged to Category 1 Users. Any other out-of-pocket costs incurred by the District, including costs for repairing damages, will be passed on to these Users.

II. Category 2: Community Non-Profit Organizations

A. Category 2 includes any recognized community nonprofit, civic, or service organization that conducts activities primarily for the community members residing in the Brandywine School District. All requesting organizations must be in good standing and provide proof of nonprofit status and insurance. Examples of Category 2 use by non-profit organizations include but are not limited to the following:

i. Civic associations, community groups, before/after care programs, scouting organizations, athletic leagues, and other educational or cultural organizations.

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B. Facility Rental Fees will be charged to Category 2 Users only for costs that would not otherwise be incurred by the District. Any other out-of-pocket costs incurred by the District, including costs for clean-up or repairing damages, will be passed on to the Users. Fees include:
   i. Usage beyond the normal operation hours to cover HVAC and custodial wages
   ii. Approved set-up or disassembly work
   iii. Specialized area usage (such as swimming pools and certain outdoor fields)
   iv. Required support staff (such as sound/light equipment in the auditorium or nutrition workers in the kitchen)

C. Organizations renting a facility may receive a reduced fee in exchange for providing a pre-approved, valuable "in-kind" service directly benefiting the District, a school, its students, or families. The value of this service will be used to determine the facility rental fee discount, and the arrangement must be formally approved by the Superintendent's designee. Any changes to published rates are only effective when indicated in writing on the Application for Use.

III. Category 3: All Other Organizations

A. Category 3 includes all users not described or meet the conditions under Categories 1 or 2. All requesting organizations must be in good standing and provide proof of insurance.

B. All Facility Rental Fees will be charged to Category 3 Users, including personnel fees for custodial coverage, HVAC fees for indoor use, and impact fee on the outdoor fields. Any other out-of-pocket costs incurred by the District, including costs for clean-up or repairing damages, will be passed on to the Users.

C. Organizations renting a facility may receive a reduced fee in exchange for providing a pre-approved, valuable "in-kind" service directly benefiting the District, a school, its students, or families. The value of this service will be used to determine the facility rental fee discount, and the arrangement must be formally approved by the Superintendent's designee. Any changes to published rates are only effective when indicated in writing on the Application for Use.

Please contact Facility Use with any questions: 302-793-5000 or facilityuse@bsd.k12.de.us

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Community Use of District Facilities
Rules

A. General Rules

1. School activities take precedence over any external organization's use of school facilities.

2. Any violation of these regulations may result in the suspension of future facility use privileges throughout the District and/or additional charges to the user.

3. Attendees may begin to enter the facilities at the time requested on the Facilities Use Application. Please include needed set-up and arrival time needed by the organization on the application.

4. All attendees must exit the facilities by the end time on the application. Please consider any clean-up and exit time needed by the organization on the Facilities Use Application. Attendees that remain beyond their scheduled time will need to pay for incurred personnel costs and facilities use.

5. Users are required to file an online Facilities Use Application and must have a copy or digital access to their Facility Use Application approval which includes proof of payment when on-site.

6. The use of school facilities is limited to the specific rooms or fields for which permission has been granted.

7. Users may not store materials on-site unless arrangements have been made in advance with the school administration and Chief Custodian, and written approval has been received.

8. A designated District employee is required to be present for the use of school equipment such as Kitchen equipment and lighting & sound systems. Charges for this employee will be in addition to any rental fees and will be determined at the time of application approval.

9. All activities shall be strictly supervised by the responsible group or organization.

10. Groups charging fees must provide documentation of their legal status. This includes a valid business license for for-profit groups or a non-profit certificate.

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11. No equipment may be installed without specific written approval of the school administration. Any equipment to be brought on-site must be specified in the User's Application.

B. Indemnification and Insurance

1. By making application and using District facilities and/or equipment, the User agrees to indemnify and hold harmless the Brandywine School District for any accident to any occupants of the building or grounds during the period of use. The Board accepts no responsibility for loss of personal property or injury to participants. A current Certificate of Insurance form is required from all groups prior to use of school facilities.

2. The User will provide the District with a current ACORD Certificate of Insurance. The following insurance types and limits are required:
    i. Commercial General Liability or Special Event Liability Insurance written on an occurrence basis with Limits of Liability of not less than $1,000,000 Each Occurrence and $2,000,000 Aggregate. The Policy shall be endorsed with the aggregate limit to apply on a per project and per location basis; provide for a Waiver of Subrogation in favor of the School District and name Brandywine School District as Additional Insured and so indicate in either the applicable block or the remarks block of the Certificate of Insurance. Please do not list individual schools.
    ii. If the renter has Employees, Workers' Compensation with Employer's Liability Limits of not less than $500,000 Each Accident, $500,000 Policy Limit for Occupational Disease and $500,000 Each Employee for Occupational Disease will be required. The policy shall be endorsed with a Waiver of Subrogation in Favor of Brandywine School District with wording so indicating in the remarks block of the Certificate of Insurance.
    iii. Other Insurance may be required depending on the nature of the facility's use. Each Application will be evaluated based on the reason for requesting use of the facility.
    iv. Groups of individual residents that do not have liability insurance may qualify for Release of Liability Waivers based on approval from Facilities Use. If approved, Release of Liability Waivers will be required for each person who will be attending the event. These waivers will be provided to the User by Facilities Use.

C. Custodian Coverage

1. Two custodians are required to be on duty whenever District facilities are in use. An additional custodian will be provided for every 250 attendees (counted by total number of attendees throughout the entire event). However, for small gatherings (fewer than 50

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people) of short duration (under 3 hours) held on outdoor open/practice fields that do not require any special preparation or clean-up, a custodian may not be required, at the discretion of the District. If the User requests a custodian, or if the District determines custodial support is necessary, a custodian fee will be charged.

2. For facility use approved outside of regularly scheduled custodial hours, the custodans will arrive ½ hour before the approved scheduled starting time to begin to open to building, and the User will be billed for the custodian's time at overtime rates accordingly. The User will be billed for ½ hour of custodial time after the scheduled end time to allow for clean-up and lock-up. If more than ½ hour of custodial time is required for clean-up, the User will be billed after use, and payment will be due within 14 days of receipt of the invoice.

3. Any set-up requirements requested by the User (e.g., moving of tables) must be provided to the school and emailed to facilityuse@bsd.k12.de.us, and the User will be billed for the custodial time required for set-up. Generally, equipment (tables, chairs, etc.) will be limited to what is available in the room requested.

4. Use of school facilities must cease no later than ½ hour before the custodial shift ends.

5. Charges may be applied to a non-charged User for custodial services even though use of the facility occurs during hours when a custodian is normally present, if the custodian is diverted from his/her regular duties to meet the needs of the User.

6. Users are encouraged to review the facility condition with a custodian before departure; once the User has left, all custodial charges are considered final.

D. Care of Facilities

1. Users must supply adequate supervision to ensure proper care of school facilities and are responsible for leaving the facility in good condition.

2. Users will be held responsible for any damage that occurs to school facilities and equipment. Fees for damages incurred during use of the facility must be paid by check or money order within 14 days of receipt of the District's invoice for damages.

3. No adjustments or alterations may be made to existing equipment without specific written approval from the school administration and Chief Custodian. Users will be held responsible and charged for any damage incurred.

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4. No food or drinks may be taken into the gymnasiums, auditoriums, libraries, or other indoor areas unless prior approval has been granted by the school or district.

5. The installation of decorations, posters, etc., must be pre-approved and conform to the District's safety and fire regulations, and nothing shall be fastened to the building in such a manner that will mar the finish. Decorations may not cover Exit lights, smoke detectors, sprinkler heads, AED devices, fire extinguishers, or Exit doors. All decorations, posters, etc., are to be removed and disposed of by the group responsible for their installation.

E. Safety & Protection of School Property

1. All federal, state, and local rules and regulations must be observed by Users.

2. Keys (including keys for gates, sheds, etc.) and badges will not be issued to Users.

3. The use of tobacco/vaping products, alcohol, weapons, and illegal/illicit drugs is always prohibited on school property.

4. Parking is permitted in designated areas only. Vehicles may not park in Fire Lanes.

5. All Exits and passageways must remain clear.

6. Exterior doors may not be propped open.

7. Users must familiarize themselves with multiple means of egress from the building.

8. Users must remain in the area approved for use and may not enter other areas of the building.

9. The use of open flames is strictly prohibited.

10. The district reserves the right to require an organization to secure and pay for additional services such as police coverage or security. Large sporting events or tournaments require law enforcement or a security company.

F. Use of Specialty Areas

1. Outdoor/Athletic Fields
    i. No improvements or changes may be made to athletic fields without first receiving written approval from the building administration and Chief Custodian.

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ii. All trash and debris must be removed from practice fields and placed in appropriate receptacles after field use or additional clean-up charges will be assessed to the User.
iii. Approval for use of athletic fields does not include access to school buildings for use of restroom facilities. Therefore, Users may be required to arrange for and pay for portable toilets on-site. Delivery and placement of portable toilets must be coordinated with and approved by the Chief Custodian.
iv. Users must remove all athletic equipment at the end of each season unless the building administration and the Chief Custodian agree to other arrangements in writing (subject to change due to District needs).
v. The district reserves the right to cancel the use of its fields during and following inclement weather if such use could damage the District's fields.
vi. It is the organization's responsibility to monitor the weather and field conditions and to cancel the event if the fields may be damaged. Any damage to the fields may result in significant fees, as well as the organization losing the right to use BSD facilities in the future. Organizations utilizing outdoor fields are responsible for monitoring the District and school sports websites for updates or weather-related cancellations.

BSD - www.brandywineschools.org
Brandywine HS - www.bulldogssports.com
Concord HS - www.raiderssports.com
Mt. Pleasant HS - www.greenknightssports.com

2. Swimming Pools
   i. The User must comply with all the requirements in 16 Del. Admin. Code § 4464, including having a certified lifeguard with CPR and first aid training on duty at all times that the pool is in use. The lifeguard must meet the following training requirements and have documentation of such:
      a) Current certification in American Red Cross, American Heart Association, or National Safety Council (NSC) Cardiopulmonary Resuscitation (CPR), or approved equivalent, that includes training in adult CPR, Child CPR, and infant CPR.
      b) Current certification in American Red Cross First Aid or approved equivalent.

3. Kitchen
   i. Reserving the cafeteria does not provide users access to the school kitchen. Entering school kitchens or use of kitchen equipment is strictly prohibited.

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Outside users should contact BSD Facilities Use to discuss the availability and fees to hire BSD Nutrition staff for an event.

4. Auditoriums
    i. All users requesting access to audio/visual items, such as sound and lighting boards, are required to hire a district-approved/trained operator. Confirmation of dates and fees will be arranged directly with the operator.
    ii. Users may not use, alter, or move any scenery or props on the stage or backstage. Users must have prior approval with appropriate BSD and/or school personnel in charge of the Performing Arts to negotiate what, if any, materials they may use for their event.

G. Cancellations

1. In cases when a conflict with a school event occurs, the District may reschedule the building use. The District will give the User as much advance notice as possible in the event that an approved building use must be rescheduled.

2. Users who have many reservations at a location may be asked to allow fair use of the facility by allowing another organization to share the space.

3. In the event of cancellation by the User, at least 48 hours' notice is required, or the User may incur charges. Users may cancel at any time by logging in to www.SchoolRentalsDE.com. In the event of a no-show by the User, the group will be responsible for reimbursing the District for a minimum of two hours of custodial time. If HVAC has been scheduled, the User will also be responsible for those charges.

4. No school facilities may be used on a day that schools have been closed due to emergencies. This includes days when schools have been dismissed early because of emergencies. During periods of inclement weather, scheduled Users should check the District website or listen to the radio for possible school closings. Charges will be refunded in the event of a District cancellation of facility usage.

5. The District may cancel after-hours/weekend facility use in cases of emergencies or inclement weather. Charges will be refunded in the event of a District cancellation of facility usage. Users may incur additional charges if inclement weather results in additional services (e.g., salting, plowing), and these will be discussed with the User prior to the event.

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6. The district reserves the right to cancel the use of its fields during and following inclement weather if such use could damage the District's fields. Users are also expected to monitor the weather and field conditions to cancel activities on wet fields.

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Community Use of District Facilities
Application & Fees

A. Application Process

1. An organization must first complete an organization profile to be reviewed for approval at www.SchoolRentalsDE.com. Once approved, organizations will have the ability to submit requests for building rentals.

2. An Application for Use of School Facility must be completed online at www.SchoolRentalsDE.com. for the building that the individual or group wishes to use, at least 30 days prior to the requested date of use. The District may refuse applications that are not received 30 days prior to the requested date of use.

3. Renewal applicants will be given first right of refusal.

4. No facility use may take place until user receives confirmation of approval and payment is received by the District.

5. An appropriate Certificate of Insurance must be uploaded with the organization profile prior to submission for building usage requests.

6. The administrator who coordinates facility use at the building will review the application to determine if there are any additional unposted scheduling conflicts with school or district use or with other groups. Note that school activities take precedence over any outside group's use of school facilities, and school events may run over. It is the organization's responsibility to monitor the District's website for any weather-related cancellations.

   BSD - www.brandywineschools.org
   Brandywine HS - www.bulldogssports.com
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7. The building workflow will either approve or deny the request. Approved applications will be sent electronically to Facilities Use for final authorization and pricing. If the usage is denied, the applicant will be notified electronically.

8. If both the building and District approve the usage, the applicant will be notified via email, and identified charges will be prepared and returned to the group. No district building or athletic field may be used without prior approval.

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9. If a group is applying for use of multiple buildings, a separate application must be submitted for each building.

10. The use of any equipment must be requested in the Application for Use of School Facility and approved in advance. Charges for equipment use will be applied as detailed on www.SchoolRentalsDE.com.

11. Any special set-up requirements must be supplied in the comment section of the original application. If a diagram is needed, it must be provided to the school and via email to facilityuse@bsd.k12.de.us (e.g., movement/set-up of tables and chairs, etc.). Approval of set-up requests and appropriate charges will be indicated once the invoice is generated.

12. The District reserves the right to deny an application or revoke approval for use for any reason. An organization will not remain in good standing and will lose its ability to make future reservations if payment is not received or if the rules and regulations are not followed.

B. Fee Payment

1. Fees will be charged in accordance with the fee schedules listed on https://www.schoolrentalsde.com/District/CostEstimator/Brandywine

2. All fees for facility use must be paid by check or money order at least 14 days in advance of the date of use. Make payable to: State Treasurer.

3. Users who have failed to fully pay all outstanding charges of District facilities will be prohibited from using any District facilities until all outstanding charges have been paid in full.

4. The User will be assessed a fee of $50.00 for any returned check. The District may require payment by money order from any User that has incurred returned check fees.

5. If the User's actual time in the building extends beyond the hours requested and approved or requires additional clean-up than was approved, the User will be invoiced for the additional costs and may lose the right to future reservations. All additional costs must be paid within 14 days of receipt of the invoice.

6. To conserve energy, the HVAC systems for all schools are placed into an unoccupied setting at the end of the normal school day. The additional average cost is billed to the User. HVAC is required for any indoor facility usage, regardless of the time of year.

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C. Fee Schedule

	Category		
Fee	**1**	**2**	**3**
Custodial	X	Waived during operational hours	Yes
HVAC	X	Waived during operational hours	Yes
Room usage	X	X	Yes
Set-up & Clean-up requests	X	Yes	Yes
Specialty areas (e.g. Pool, Varsity fields)	X	Yes	Yes
Support staff	X	Yes	Yes
In-kind discount	X	Yes	Yes

Building Use	**Fee**
Support Staff, e.g. Custodian/AV Techs (per employee)	$30/hour (Operational weekday hours) $45/hour (Saturdays & non-operational weekday hours) $60/hour (Sundays & holidays)
HVAC	$45/hour
Classroom, Library, or Cafeteria	$25/hour
Auditorium, Multi-Purpose, Gym, or Special Rooms	$50/hour
Practice Field, Track, or Tennis Courts	$25/up to 3 hours $50/day
Secondary Varsity or Stadium field	$75/hour
Swimming Pool	$100/hour

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