

AR KF-R Community Use of School Facilities

Issued 5/20

Under policy KF, the board authorizes the superintendent to prescribe and publish these separate administrative procedures required for the community use of district facilities in an orderly and equitable manner.

Authorized Users

Designation of User Groups authorized to use district facilities and applicability of fees to be charged to these groups will be in accordance with policy KF Section C Eligible Users, Priority of Use, and Fees Required.

Unless otherwise specified by policy or elsewhere in these administrative procedures, all general and special rules, terms, and processes described below will be applicable to all User Groups described in policy KF.

User Groups executing a Facility Use Agreement are responsible for all damages to district facilities, property or equipment that occurs while the facility is being used by the group, and must furnish a Certificate of Insurance for general liability coverage of \$1,000,000 (per occurrence) at the time a request is made for use of the facility. The Certificate of Insurance must show that coverage is current during the requested date(s) of use. The superintendent or his/her designee may require the group to execute a Waiver of Liability that states that no liability will attach to the Clover School District board of trustees, individually or collectively, for personal injury or personal property damage by reason of use of the district property.

The Clover School District reserves the right to prohibit use of its facilities by any individual, group, or organization not in good standing with the district or its divisions (schools, departments, or programs). An individual, group, or organization which has acted with negligence, disrespect, or disregard for federal, state, or local statutes or regulations, school board policies and procedures, or the rules and bylaws of the leagues, consortia, groups, or other organizations to which the district or its divisions subscribes, which has resulted in adverse impact to the district's resources, risk management, or reputation will be considered not in good standing. As described in policy, a party not in good standing will be considered or perceived as in conflict with the best interests of the district.

General Rules on Use of District Facilities

Non-district groups requesting to use district facilities shall make requests using the online scheduling system. Approvals for use will be granted only when such use will not interfere, conflict, or compete in any way with the regular programs and activities of the district. Such permission will be documented in the online scheduling system.

The principal or his/her designee in charge of the facility will be present and visible at the event whenever facilities are assigned or scheduled for public use and will be responsible to the board of trustees.

All activities must be conducted under appropriate adult supervision by the user group (organization granted the agreement for use) which is using the facility. An adult is defined as being 21 years of age or older. The adult supervisor(s) must be identified by the user group in advance in writing to the principal or his/her designee, be in attendance at all times, and accept the responsibility for the care of the district facility and equipment, the conduct of their group while using the facility, confining the activities of the group only to the area specified in the written agreement, using only equipment listed

in the agreement, and leaving the premises at the time specified in the agreement.

Adequate custodial employee(s) will be provided by the district and charged to the user group. The number of custodians for each event will be jointly determined by the district.

The user group assigned use of the facility is responsible for providing and paying adequate security in accordance with Clover School District recommendations for the particular use. The principal or his/her designee will assure and report presence of adequate security to the executive director of facilities but will have neither the responsibility nor authority to provide security to the user group or to any person who will be on school premises with regard to such use.

Additionally:

- Certain events may be deemed “extraordinary” by the superintendent or his/her designee due to forecast attendance, the nature of the event and other variables. For such events police protection will be required, and the school principal and an authorized law enforcement official having jurisdiction over the site, will determine the number of officers necessary. A copy of the Extra-Duty Police Agreement between the user group and the applicable policy force will be provided with the Certificate of Insurance prior to execution of the Facility Use Agreement.
- Failure to provide security for any event may result in cancellation of the event, as reserved in board policy. Whether or not an event is canceled, the superintendent or his/her designee may assess a \$500 security deposit as a requirement for future rentals by the user group or may suspend the user group of eligibility for future rentals.
- The Facility Use Agreement will have a provision wherein the user group will indemnify and hold harmless the school district against any claim for failure to provide security.

Terms, Conditions, and Acceptance of Agreements

The superintendent or designee is authorized to enter into agreements with groups for the use of district property for terms and conditions as follows.

Facility use agreements

Unless specifically granted as part of the terms and conditions of a purchase order or contract under the district procurement code or other policy, all community use of district facilities granted under policy KF for non-district user groups will be documented by the online Facility Use Agreement providing for use by a single user group for a single event or recurring event for a period of six (6) months. All charges will be due and payable ten (10) days prior to the event.

Fee schedule for facility use

User Groups granted rental and facility use agreements up to one calendar year will be charged fees according to KF-E1, Fee Schedule for Facility Use. Charges for each of these agreements will be based on:

- A rental fee per hour of use for the area(s) of the facility to be used.
- A personnel fee for the assigned school administrator, custodial worker(s), and/or event technician(s) will be added on an individual agreement basis, as determined through the process for requesting use, described below. Personnel fees are per person per hour, as described in KF-E1, Fee Schedule for Facility Use
- Equipment rental fees for district-owned items desired by the user group, requiring set-up and/or support by the district. Certain items of school furniture and specialized portable school equipment may be used only with the approval of the principal and specified on the facility user

agreement.

- The full rental fee will be collected at the time of the application and is required for the application to be approved.

If an event and/or its permitting agreement is canceled by the requesting user group more than seventy-two (72) hours before the start of the event, or by the district at any time prior to the start of the event, a refund of any fees above which have been collected will be made.

Process for Requesting Use by Non District User Groups

Process description/steps required

Groups or persons interested in using district facilities must complete an online request and application. All relevant information must be accurate and complete. All required documentation (Insurance Certificate) and payment are due at time of application.

The district will determine if the area of the facility requested for use is available, and that the time and area requested will not interfere with normal school functions and curricula and is in the best interest of the district and community. The district will ensure all questions have been resolved and noted on the contract concerning the use of the district facility.

Prior to the event or first use of the area, the assigned principal or his/her designee is responsible for inspecting the facility to ensure that the area is clean and ready for use. The assigned principal or his/her designee should welcome and support the user group in a professional manner.

Following the event, the assigned principal or his/her designee will examine the area to ensure it has been left in the condition found. Any discrepancies must be documented and reported to the principal or his/her designee. The principal or designee will report the damage to the director of facilities immediately. The district is responsible for collecting damages assessed from the user group.

Special rules concerning the process for requesting use

Should a conflict occur over the use of a district facility, district programs will always have first priority up to six (6) days prior to the day of the event. In general, priority for use of district facilities, including athletic facilities, will be as prescribed in policy KF, Section C Eligible Users, Priority of Use and Fees Required.

Clover School District will not be liable for damages, in the event the facility is not able to be used pursuant to the facility use agreement except for the refund of any facility use fee which may have been paid in advance.

The assigned administrator is to provide responsible, courteous service to the group using the facility and has the authority to close the facility, if there is evidence of misuse or misconduct present.

Special Rules for Certain Facilities and Equipment

Use of food service facilities

Use of school kitchens requires the presence of school cafeteria staff during event, paid by renter.

Use of technology facilities

Use of Clover Schools technology equipment (computerized and telecommunication systems, Wi-Fi, and other networks) by user groups is not permitted unless otherwise specified in selected facility use

agreement.

Use of school furniture

Only school furniture provided for a particular facility may be used. Any rearrangement of the furniture must be done by the user group and with the specific permission of the principal beforehand. The user group must return the furniture to the original configuration before leaving the facility.

Use of district specialized equipment

In the event certain specialized lighting, sound, or other electronics equipment is needed, such use must be approved in advance by the as determined by the district, or a district event technician must be hired for the event and paid for by the user group.

Use of district stadiums

Due to specialized playing surfaces, lighting, and other electrical and electronic equipment for mass assembly, at least one qualified event technician from the district may be required to be on site at district stadiums throughout the rental period of use. Concession stands and equipment will not be available for rental or use by any group except as expressly authorized by the district.

Use of playgrounds

School playgrounds are used informally by the children and families of the community and by organized community groups during non-school hours. There is no charge for the use of these facilities on an informal (non-event) basis. Although the playgrounds are open and accessible, Clover Schools assumes no liability in connection with their use by these groups or individuals during non-school hours, and any unauthorized person(s) causing damage to these school facilities is subject to prosecution.

Use of equipment restricted on grounds

Motorized devices, skateboards, and similar conveyances are not to be operated on district property at any time.

Flying of flags

Flag poles on district facilities will be used solely to display the American flag, the South Carolina state flag, and optionally a school-related or school-designed flag. Commemorative flags, celebratory flags, flags of other nations, entities, or organizations, and other flags will not be displayed on district flagpoles.

Signage and promotional materials

The use of promotional materials and signage on the day of or during the event will be coordinated with and approved by the district.

Fees Assignment and Collection

The assignment of fees will be outlined in the online User Agreement and will be in accordance with file KF-E2.

Other modifications, waivers, or exceptions to these administrative procedures not otherwise contained in the board policy may be entered into between the user group and the superintendent or

his/her designee.

Fees collected from user groups will be deposited with specific credit applied to the Operation of Plant (254) function to assure recovery of costs expended. Portions of fee amounts collected, including the application fee may be credited to the particular school/department account or other functions of the general fund as approved by the superintendent.

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York 2/Clover School District
