

COMMUNITY USE OF DISTRICT FACILITIES

Code **KF-R** Issued

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.

As a service to the community, the Board may allow the use of public school property by individuals, organizations, institutions and businesses for such educational, recreational, social, civic, and philanthropic and like purposes as the Board deems in the best interest of the community.

I. Authorized Users.

- A. Designation of groups authorized to use District facilities and applicability of fees to be charged to these groups shall be in accordance with Policy KF Section C, Eligible Users, Priority of Use and Fees Required.
- B. Unless otherwise specified by policy or elsewhere in these administrative procedures, all general and special rules, terms and processes described below shall be applicable to all categories of user groups (A, B, and C) defined in Policy KF.
- C. Category B and C 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 designee may require the group to execute a Waiver of Liability that states that no liability shall attach to the Rock Hill School Board of Trustees, individually or collectively, for personal injury or personal property damage by reason of use of the District property.
- D. The Rock Hill 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 shall be considered not in good standing. As described in policy, a party not in good standing shall be considered or perceived as in conflict with the best interests of the district.

II. General Rules on Use of District Facilities.

- A. The Executive Director of Facilities is responsible to the Superintendent and the Board for administration of the Community Use of District Facilities policy and procedures.

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- B. Permission to use District facilities can be granted by the school principal or designee and the Superintendent or designee when in the Superintendent's sole discretion, such use will not interfere, conflict or compete in any way with the regular programs and activities of the District. Such permission shall be documented by a written facility use agreement, as further outlined in Section III.
- C. The principal or designee in charge of the facility shall be present and visible at the event whenever buildings are assigned or scheduled for public use and shall be responsible to the Board of Trustees.
- D. All activities must be conducted under appropriate adult supervision by the user group (organization granted the agreement for use) using the facility. An adult is defined as being 21 years of age or older. The adult supervisor(s) must (a) be identified by the user group in advance in writing to the principal or designee, (b) be in attendance at all times, and (c) 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.
- E. For Category B and C user group events, adequate custodial employee(s) shall be provided by the district and charged to the user group. The number of custodians for each event shall be jointly determined by the principal and the Coordinator of Custodial Services.
- F. For all user group events, the user group assigned use of the facility is responsible for providing and paying for adequate security provided by uniformed law enforcement officers of the City of Rock Hill Police Department or the York County Sheriff, in accordance with agency recommendations for the particular use.. The principal or designee shall assure and report presence of adequate security to the Executive Director of Facilities, but shall have neither the responsibility nor authority to provide security to the user group or to any person who shall be on school premises with regard to such use. Additionally,
 - 1. Certain events may be deemed "extraordinary" by the Superintendent or 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 shall determine the number of officers necessary. A copy of the Extra-Duty Police Agreement between the user group and the applicable policy force shall be provided with the Certificate of Insurance prior to execution of the Facility Use Agreement.
 - 2. 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 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.
 - 3. The Facility Use Agreement shall have a provision wherein the user group shall indemnify and hold harmless the school district against any claim for failure to provide security.

III. 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 Category B and C user groups shall be documented by a Facility Use Agreement providing for use by a single user group for a single event or a recurring event for a period of less than one year. All charges will be due and payable 10 days prior to the event.

Fee Schedule for Facility Use. Category B and C users granted rental and facility use agreements up to one calendar year will be charged fees according to the KF-E2, Fee Schedule for Facility Use. Charges for each of these agreements will be based on:

1. A Rental Fee per hour of use for the area(s) of the facility to be used.
2. A Personnel Fee for the assigned school administrator. Additional personnel charges for custodial worker(s) and 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 the Fee Schedule for Facility Use.
3. 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 Use Agreement.
4. An Application Fee of \$50 shall be collected and credited to the school or site granting use. The application fee shall 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 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 shall be made.

In Kind: Only government and not-profit community organizations may use the following in-kind credit process: The in-kind credit proposal will identify the service(s), material(s) or combination thereof that will be donated to the school.

1. Proof of value, invoices or receipts, where possible should be attached to the proposal. If it is not possible to provide invoices or receipts as proof of value, then an estimated value should be placed on the contribution and the basis for calculating such an estimated value.
2. The administration will confirm the accuracy of the identified value and establish a Community Use credit balance which the government or non-profit agency may draw against to offset the established facility use fees at the school of donation.

IV. Process for Requesting Use (Category B and C User Groups).

A. Process Description / Steps Required.

1. Groups or persons interested in using District facilities must submit form KF-E1, Request for Use of District Facilities (the “Form”) with the Executive Director of Facilities.
2. All sections of the Form shall be filled in as completely and legibly as possible and according to the instructions listed on the form.
3. The principal or designee shall 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 principal shall approve the area of the facility requested for use or designate an alternative area as required and shall note the area assigned on the Form. To the maximum extent possible, the principal or designee should ensure all questions have been resolved and noted on the contract concerning the use of the District facility.
4. The principal or designee shall provide written verification to the Executive Director of Facilities that the event has been approved and will not conflict with any other use at the facility.
5. The Executive Director of Facilities shall receive the Form and ensure a Certificate of Insurance for liability coverage is provided. Applicable fee charges shall be calculated and noted on the Form. All arrangements, terms of use and schedules shall be confirmed with the principal or designee and the requesting group.
6. The Executive Director of Facilities shall issue the approved and signed agreement and an invoice for any applicable fees. Payment must be received 10 days prior to the day of the event.
7. Prior to the event or first use of the area, the assigned principal or designee is responsible for inspecting the facility to ensure that the area is clean and ready for use. The assigned principal or designee should welcome and support the user group in a professional manner. Following the event, the assigned principal or designee shall examine the area to ensure it has been left in the condition found. Any discrepancies must be documented and reported to the principal or designee. The principal or designee shall report the damage to the Executive Director of Facilities immediately. The Executive Director of Facilities is responsible for collecting damages assessed from the user group.

B. Special Rules Concerning the Process for Requesting Use.

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

2. Rock Hill Schools shall 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.
3. 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.

V. Special Rules for Certain Facilities and Equipment.

- A. **Use of Food Service Facilities.** Use of school kitchens is not permitted.
- B. **Use of Technology Facilities.** Use of Rock Hill 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.
- C. **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.
- D. **Use of District Specialized Equipment.** In the event certain specialized lighting, sound or other electronic equipment is needed, such use must be approved in advance by the as determined by the Executive Director of Facilities, principal or designee, and a District event technician must be hired for the event and paid for by the user group.
- E. **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 Facilities Services Department will be required to be on site at district stadiums throughout the rental period of use. Concession Stands and equipment shall not be available for rental or use by any group except as expressly authorized by the Executive Director of Facilities or designee.
- F. **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, Rock Hill 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.
- G. **Use of Equipment Restricted on Grounds.** Motorized devices, skateboards, and similar conveyances are not to be operated on District property at any time.
- H. **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.

- I. **Signage and Promotional Materials.** The use of promotional materials and signage on the day of or during the event shall be coordinated with and approved by the principal or assigned administrator.

VI. Fees Assignment and Collection.

- A. The assignment of fees shall be the responsibility of the Facility Use Coordinator and shall be in accordance with Policy KF.
- B. 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 designee.
- C. Fees collected from user groups shall 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.