

**CENTER MORICHES UNION FREE SCHOOL DISTRICT  
BOARD OF EDUCATION POLICY**

**PUBLIC USE OF SCHOOL FACILITIES**

Because school buildings and grounds are purchased and maintained by public funds, it is proper, within the bounds of Section 414 of the Education Law and protective administrative regulations, to permit their use for certain public purposes. However, they are not public places in the sense that their use may be demanded as a matter of right by an individual or group.

The school buildings and grounds are maintained for the education and recreation of the school children of the district, and no use shall be made for the buildings and grounds, which would interfere or disrupt their most effective use for the benefit of the school children.

Public use of the school district facilities will be limited to organizations which are located within the Center Moriches School District and whose membership is comprised of a majority of district residents, except the Board of Education, at its sole discretion, shall have the power, within the constraints of this policy, to allow for non-residential organizational use of facilities provided that such use is in furtherance of the educational goals of the Center Moriches School District. (Example: Use of athletic facilities for regional athletic contests, which do not involve Center Moriches teams; use of auditorium for concerts by students from other school districts.)

Such use may take place during school hours only if, in the opinion of the Board of Education through a recommendation by the building principal, the use will not be disruptive of normal school operations. Both during and after school hours, all such use should pertain to the general welfare of the school and/or community, in compliance with the Education Law and propriety. Any such use, however, shall not be deemed an endorsement of the activity or purpose for which the facilities are used.

The regulations established by the Superintendent of Schools will ensure that public use of school facilities will not cost the district any more than its usual maintenance, security, and food service expenses and ensure proper care of school facilities and proper supervision of all activities held on school property. Use of district facilities will be permitted only where the applicant agrees to pay the district a user fee according to a schedule adopted by the district to cover the costs of heat, electricity, maintenance, custodial services, and any other expenses associated with the requested use. Use is further conditioned upon the applicant's agreement to pay additional fees associated with the use of any additional services or equipment. The district retains the right to condition use upon an applicant depositing with the district a sum equaling the estimated costs and fees associated with the proposed use ten (10) days in advance of the requested use. The district retains the further right to waive user fees for groups that are associated with or sponsored by the district.

Use of district facilities may be permitted unless such facilities are in use for school purposes or during educational programs. The district reserves exclusive and non-reviewable judgment to determine if a requested use would interfere with or disturb the district's educational programs.

### Permitted Uses

District facilities may be used for the purposes listed below, subject to the conditions and restrictions set forth in this policy.

- A. Instruction in any branch of education, learning, or the arts.
- B. Public library purposes, subject to provisions of the Education Law, or as stations of public libraries.
- C. Social, civic and recreational meetings and entertainments, or other uses pertaining to the welfare of the community, so long as such uses are non-exclusive and open to the general public.
- D. Meetings, entertainment, and occasions where admission fees are charged, when the proceeds are to be spent for an educational or charitable purpose.
- E. Polling places for holding primaries and elections, for the registration of voters, and for holding political meetings.
- F. Civic forums and community centers.
- G. Recreation, physical training and athletics, including competitive athletic contests of children attending a private, non-profit school.
- H. Child-Care programs when school is not in session or when school is in session for the children of students attending schools of the district and, if there is additional space available, for children of employees of the district.
- I. Graduation exercises held by non-for-profit elementary and secondary schools provided that no religious service is performed.

### Prohibited Uses

Any use not permitted by this policy is prohibited. In addition, the following uses are specifically prohibited:

- A. Meetings sponsored by political organizations.
- B. Meetings, entertainments, and occasions that are under the exclusive control of and the proceeds are to be applied for the benefit of a society association or organization or a religious sect or denomination or of a fraternal, secret, or exclusive society or organization other than veterans' organizations or volunteer fire fighters or volunteer ambulance workers.

### Application Procedure for Use of District Facilities

Formal application and approval procedures for the public use of school buildings and grounds will be established. The application will be detailed enough to provide the Board and the Superintendent of Schools all of the information needed to render a decision. The approval procedure will ensure that those who use the school buildings and grounds clearly understand their responsibilities. The procedure will include, although not be limited to, the following:

- A. All applications for use of school facilities shall be made in writing and submitted to the Superintendent of Schools at least 30 days prior to the date of the requested use. A use permit application is available at the District Office.

- B. The applicant must clearly and completely describe the intended use of the district facility in the application.
- C. All applicants must review this policy prior to submitting the application. All applications must be signed by an authorized agent of the group or organization requesting use. The applicant's signature on the application shall attest to the group or organization's intent to comply with all Board policies and regulations and to use district facilities strictly in accordance with the use described in the application.
- D. All applicants must agree to assume responsibility for all damages resulting from its use of district facilities. Proof of adequate insurance must be provided by the applicant at least ten (10) days before the date of the requested use. Non-incorporated community groups may, at the sole discretion of the district, have any or all insurance waived. If that is the case, all activity participants must sign a waiver of responsibility form, which must be kept on-site by a representative of the organization at each use of facilities.
- E. Permits shall be valid only for the facility, use, dates, and time specified in the permit. No adjustment to the permit is allowed except with the prior written approval of the Superintendent. Permits shall not be transferable.
- F. The Superintendent is authorized to alter or cancel any permit if it becomes necessary to use the facility for school purposes or for other justifiable reasons.
- G. With regard to scheduling activities, the district retains the right to give preference to groups and organizations which are associated with or sponsored by the district.
- H. Issuance of a permit shall not limit the right of access to the facility by district staff.
- I. Use of district facilities will only be permitted where the organization provides the district timely evidence of adequate insurance coverage (\$1,000,000 minimum) to save the district harmless from all liability, property damage, personal injuries and/or medical expenses. The district will exercise complete and un-reviewable discretion regarding what constitutes adequate insurance coverage for each proposed use.
- J. The Board reserves the discretion to deny use of district facilities described above or to terminate use of district facilities:
  - 1. By an applicant who has previously misused or abused district facilities or property or who has violated this policy;
  - 2. For any use which could have the effect of violating the Establishment Clause of the United States Constitution or other provisions of the United States or New York State Constitutions;
  - 3. For any use which, in the estimation of the Board, could reasonably be expected to or actually does give rise to a riot or public disturbance;
  - 4. For any use which the Board deems inconsistent with this policy;
  - 5. For any use by a private for-profit entity that has the direct or indirect effect of promoting the products or services of such entity;
  - 6. In any instance where alcoholic beverages or unlawful drugs are sold, distributed, consumed, promoted, or possessed; and
  - 7. For any use prohibited by law.

## SCHEDULE OF CHARGES

Charges for use of buildings and athletic fields shall be assessed according to the criteria outlined below and will be established each year by the Board of Education. The district retains the further right to waive user fees for groups that are associated with or sponsored by the district.

**Level I Users:** School or community-based organizations that provide direct services to students such as PTA, scouting, and athletic programs or organizations involved in a partnership program with a school or district club or organization. Fees to be assessed when school is not in session.

- A. For an event that requires one (1) custodian and when the event is limited to less than three (3) hours:

|                                 | <u>Weekdays</u> | <u>Saturdays</u> | <u>Sundays</u> |
|---------------------------------|-----------------|------------------|----------------|
| All buildings or playing fields | \$125           | \$190            | \$250          |

- B. Rate for each hour beyond the minimum of three (3) when one (1) custodian is needed:

|                                 | <u>Weekdays</u> | <u>Saturdays</u> | <u>Sundays</u> |
|---------------------------------|-----------------|------------------|----------------|
| All buildings or playing fields | \$40            | \$60             | \$80           |

- C. Rate for each hour for each additional custodian required for larger events. Additional custodians must be employed for a minimum of three (3) hours each.

|                                 | <u>Weekdays</u> | <u>Saturdays</u> | <u>Sundays</u> |
|---------------------------------|-----------------|------------------|----------------|
| All buildings or playing fields | \$35            | \$50             | \$70           |

- D. A \$30-hourly rate for each food service worker required for events that utilize the kitchens. A minimum of three (3) hours will be required for each food service worker requested.

- E. A \$50-hourly rate for an audiovisual technician. A minimum of three (3) hours will be required.

- F. A \$35-hourly rate for each security guard required. A minimum of three (3) hours will be required.

- G. A \$125-hourly rate for athletic director's presence, if required. A minimum of three (3) hours will be required.

**Level II Users:** Not-for-profit community-based organizations such as local fire departments, hospitals, service clubs, and government agencies. Fees to be assessed when school is not in session.

- A. For an event that requires one (1) custodian and when the event is limited to less than three (3) hours:

|                                 | <u>Weekdays</u> | <u>Saturdays</u> | <u>Sundays</u> |
|---------------------------------|-----------------|------------------|----------------|
| All buildings or playing fields | \$125           | \$190            | \$250          |

- B. Rate for each hour beyond the minimum of three (3) when one (1) custodian is needed:

|                                 | <u>Weekdays</u> | <u>Saturdays</u> | <u>Sundays</u> |
|---------------------------------|-----------------|------------------|----------------|
| All buildings or playing fields | \$40            | \$60             | \$80           |

- C. Rate for each hour for each additional custodian required for larger events. Additional custodians must be employed for a minimum of three (3) hours each.

|                                 | <u>Weekdays</u> | <u>Saturdays</u> | <u>Sundays</u> |
|---------------------------------|-----------------|------------------|----------------|
| All buildings or playing fields | \$35            | \$50             | \$70           |

- D. A \$30-hourly rate for each food service worker required for events that utilize the kitchens. A minimum of three (3) hours will be required for each food service worker requested.

- E. A \$50-hourly rate for an audiovisual technician. A minimum of three (3) hours will be required.

- F. A \$35-hourly rate for each security guard required. A minimum of three (3) hours will be required.

- G. A \$125-hourly rate for athletic director's presence, if required. A minimum of three (3) hours will be required.

**Level III Users:** For-profit organizations

- A. For an event that requires one (1) custodian and when the event is limited to less than three (3) hours:

|                                 | <u>Weekdays</u> | <u>Saturdays</u> | <u>Sundays</u> |
|---------------------------------|-----------------|------------------|----------------|
| All buildings or playing fields | \$250           | \$380            | \$500          |

- B. Rate for each hour beyond the minimum of three (3) when one (1) custodian is needed:

|                                 | <u>Weekdays</u> | <u>Saturdays</u> | <u>Sundays</u> |
|---------------------------------|-----------------|------------------|----------------|
| All buildings or playing fields | \$80            | \$120            | \$160          |

- C. Rate for each hour for each additional custodian required for larger events. Additional custodians must be employed for a minimum of three (3) hours each.

|                                 | <u>Weekdays</u> | <u>Saturdays</u> | <u>Sundays</u> |
|---------------------------------|-----------------|------------------|----------------|
| All buildings or playing fields | \$70            | \$100            | \$140          |

- D. A \$55-hourly rate for each food service worker required for events that utilize the kitchens. A minimum of three (3) hours will be required for each food service worker requested.
- E. An \$80-hourly rate for an audio-visual technician. A minimum of three (3) hours will be required.
- F. A \$95-hourly rate for each security guard required. A minimum of three (3) hours will be required.
- G. A \$195-hourly rate for athletic director's presence, if required. A minimum of three (3) hours will be required.
- H. Use of electric, heat, or air conditioning shall be as follows:
- (1) \$20 per one hundred (100) square feet of indoor space used per hour;
  - (2) \$75 per hour for use of stadium lighting at track/field.

**HOLD HARMLESS INDEMNIFICATION AGREEMENT**

- A. USER agrees to obtain and maintain a Commercial General Liability Insurance Policy, with limits of not less than \$1,000,000 Per Occurrence and \$2,000,000 General Aggregate and to name Center Moriches Union Free School District as Additional Insured on such policy. Non-incorporated community groups may, at the sole discretion of the district, have any or all insurance waived. If that is the case, all activity participants must sign a waiver of responsibility form which must be kept on site by a representative of the organization at each use of facilities.
- B. If the USER has any employees subject to the New York State Workers' Compensation Law, the USER agrees to obtain and maintain a Workers' Compensation Insurance Policy with New York Statutory Coverage, including Employers' Liability Insurance limits of not less than \$1,000,000 and to name "CMSD" as Additional Insured on such policy.
- C. USER agrees to Defend, Hold Harmless and Indemnify the CMSD, their Agents and Employees from and against all claims, losses, damages, and expenses, including reasonable attorney's fees sustained by the CMSD, arising out of the USER's use of the school district's facilities, which are for (1) bodily injury, illness or death, or property damage including loss of use; and (2) caused in whole or in part by the USER's negligent act or omission or that of anyone employed by or associated with the USER for whose acts the Owner may become liable.
- D. This Agreement is governed by the Laws of the State of New York.
- E. If any provision(s) of this Agreement is/are determined to be unenforceable, all other provisions shall remain in full force and effect.
- F. This Agreement shall be binding upon inure to the benefit of the parties hereto, their successors, and/or assigns.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

Adopted: 11/02/11