

Community Use of School Facilities

POLICY

The purpose of this policy is to provide general guidelines for community use of school facilities and equipment.

The Board of Education encourages the maximum use of school facilities for community groups and individuals for civic, cultural, educational, recreational activities and other non-commercial uses during non-academic day(s) and/or times. Activities associated with the District's education and co-curricular programs shall have priority over those of other organizations. Community use must be consistent with federal, State and local laws and not interfere with the regular operation of the school or affect the property or liability of the District.

The Board and the Administration reserve the right to reject any individual, business or organization from the use of any school facility. The Board and the Administration may at any time deny or refuse to grant any application or cancel without liability any contract whenever, in the reasonable judgment of the Board or its administration, the use interferes with any school functions or the safety of students or school personnel or affects the property or liability of the District. The Board and the Administration reserve the right to interrupt any use-of-facilities contract should an emergency arise, as determined by the Board and Administration. In such event, the Board and the Administration shall make every effort to provide an acceptable substitute date or space. Individuals or entities granted use rights who subsequently fail to comply with the terms and conditions of use may have such authorization for use immediately revoked, and/or future opportunities for use may be lost or suspended, in addition to any other legal remedy available to the District. In the event of an immediate revocation for non-compliance, all rental fees paid shall be forfeited.

The Superintendent or his/her designee shall develop and share with the Board administrative procedures:

1. To manage community use of school facilities, including the development of rental categories and fee schedules and the use, preservation and protection of the District's real and tangible property made available in connection with facility rentals;
2. To review applications for content and sufficiency; and
3. To monitor rental activity administration and to make recommended revision thereto.

The procedures shall be made available to prospective users on the District's website.

No facilities or rental dates can be guaranteed until the proper application forms, deposit, additional insured endorsement naming the Board as an additional insured with coverage up to the amount required in association with the application and a copy of tax free status or, if applicable, other documentation evidencing the charitable nature and functioning of the entity, in conformity with IRS regulations, are received.

Legal Liabilities

Individuals, businesses or organizations seeking to use District facilities or equipment must accept responsibility for any and all damages, loss or potential or actual liability associated with claims arising from or associated with their use of the facilities or employees leased as part of facility use and include the Board, its members, employees, agents, contractors or their successors as additional insureds on their insurance policies covering such damage, loss or injury.

1. ***Damage to or Loss of Property:*** Renting individual or organization shall assume full responsibility for damage to building, equipment, fields or other District property and/or loss of property associated with the event, whether owned by the District or invitees, attendees or participants of an event.

2. ***Indemnification:*** The applicant must agree to hold harmless, defend and indemnify the District, the Board of Education and the individual members thereof and its employees, agents, contractors or their successors against any and all claims, loss, liability, damage and expense, including attorney’s fees and costs, incurred by any of the above named parties in connection with and as a result of the user’s activities regardless of whether a claim is made that the District, the Board or any of the above named persons were negligent or acted in a wanton or willful manner or with a wanton or willful disregard. The Board reserves the right to select its legal counsel should the need arise.

Source: 105 ILCS 5/10-20.5 Rules
 105 ILCS 5/10-20.41 Use Of Facilities By Community Organizations
 105 ILCS 5/10-22.10 Control and Supervision of School Houses and Grounds

Cross Ref.: 1003 Advertising and the Distribution of Materials in the Schools
 1103 Parent and Community Support Organizations
 1106 Access to School Grounds and Buildings
 1202 School Involvement in Politics
 1201 Relationships Between the Public And School Personnel
 1203 Solicitation of Funds
 1205 Use of School Equipment
 3208 Insufficient Fund Checks and Debt Recovery
 3501 Safety & Security of Buildings and Grounds
 3503 Non-instructional Operations – Maintenance of Plant
 3511 Moveable Soccer Goal Safety and Education
 3601 School Closing for Health or Safety Reason
 4302 Code of Ethics – State Gift Ban
 4504 Citizen Complaints Regarding Personnel
 6023 Student Initiated Groups - Equal Access

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