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## 9210: Facilities Rental Policy

Facilities/Facility Usage

### I. <u>Community Use of School Facilities: General</u>

The East Greenwich School Committee encourages use of the public schools by residents of East Greenwich and non-profit organizations composed of individuals involved in civic, educational, and other similar endeavors furthering the improvement of the community, provided such use does not adversely affect the educational mission of the East Greenwich School District (EGSD).

### A. Scheduling:

User groups will register and schedule their own events through EGSD's online registration platform, available at:

https://www.egsd.net/administration/director-of-facilities. An invoice will be issued for every scheduled event unless the event is canceled in accordance with this policy.

#### **Rental Hours:**

EGSD facilities are available for rental seven days a week from 6:00 a.m. until 1:00 a.m., subject to Section IV, Priority for Use of School Facilities, below

#### **Custodial Hours:**

Elementary: 7:00 a.m. - 8:45 p.m.

Middle and High School hours: 7:00 a.m. -10:45 p.m.

There is a two-hour minimum rental requirement for weekend rental activities and those activities requiring the presence of an additional custodian.

## B. Supervision:

All individuals or groups using or renting school facilities are required to designate a responsible party who will be required to be the first person in and last person out of the facilities for the event. Users are also required to supply sufficient additional supervision for their event as may be required given the nature of the event and the expected attendants. The school administration reserves the right to define what is deemed to be adequate supervision based on the anticipated numbers and ages of participants, combined with the nature of the planned activity.

#### C. Cancellation:

In the event that an organization cancels a scheduled event, or any portion thereof, proper timely communication must be made with the director of facilities before the event is to take place. Organizations that fail to cancel an event, or any portion thereof, less than two weeks in advance of the event shall be charged 100% of the rental fee. If no cancellation communication has been given, all relevant charges SHALL apply. In the event of an emergency that requires *the district* to cancel an event, the district shall provide notice as early as practicable, and fees associated with the event shall be waived until the event can be rescheduled.

## II. Restrictions

The following restrictions are to apply to all school buildings:

#### A. Religious Organizations:

Please refer to Policy #9215 Use of School Buildings by Religious Organizations.

### **B. Bingo and Card Parties:**

School buildings shall not be used for bingo or card parties.

#### C. Movies:

Movie entertainment for which admission is charged is not permitted within school buildings, unless it meets the "General" criteria described above, and with the prior approval of the superintendent.

### III. Eligible Groups and Organizations

School facilities may be made available to community organizations whenever there is no conflict with the regular school program. The following organizations are eligible to apply for use of the school buildings for meetings when space is available, and under such regulations as the administration shall deem necessary for the safety and protection

of school property. The relevant fees apply to all of these organizations (See Appendix A, Fee Structure).

## A. School Groups:

"School Groups" refer to the East Greenwich School Committee, as well as organizations or groups that are based entirely within any of the schools within EGSD, including, but not limited to, school clubs, school athletic teams, and student performances.

### **B. School-Related Groups:**

"School-Related Groups" are those groups or organizations whose sole purpose is to support EGSD schools and students, and all proceeds of which are intended to benefit EGSD schools and students. School-Related Groups include, but are not limited to:

## 1. Educational Not-for-Profit Groups:

These groups include, but are not limited to, EGSD Parent-Teacher Groups (PTGs), East Greenwich Education Foundation (EGEF), and Cultural Organization for the Arts (COA).

### 2. Alumni Associations:

"Alumni Associations" refer to groups and associations formed for alumni of East Greenwich High School.

## C. Municipal Groups:

"Municipal Groups" refer to the East Greenwich Town Council and the Town of East Greenwich and any of its departments, including Parks and Recreation.

- 1. The East Greenwich Town Council may have the use of the auditorium or other rooms in a building, provided that such use does not interfere with the regular school schedule.
- 2. Town recreation programs may have the use of school facilities, provided that satisfactory arrangements are made with the Director of Facilities, and provided that such use does not interfere with the regular school schedule. Furthermore, a responsible party, as outlined above, shall be in attendance at each event.

## **D.** Community Groups:

"Community Groups" are those groups, clubs, or organizations that are not related to East Greenwich schools, whose principal place of business is located within East Greenwich,

and whose membership is comprised of at least 98% East Greenwich residents. Community Groups include, but are not limited to:

#### 1. Citizen Associations and Clubs:

Organized citizen associations, garden clubs, and philanthropic clubs.

## 2. Special Instruction:

Any legally established community organization that wishes to provide a regular program of educational activity for young people.

#### 3. Scouts:

Scouts of America organizations may have the use of a room for their meetings once a week, provided that satisfactory arrangements are made with the Principal of the school and scoutmaster's attendance at each meeting shall be mandatory. The scoutmasters shall be the first to enter and the last to leave the building and will be responsible for good order.

### 4. Athletic Organizations:

Non-school athletic organizations such as East Greenwich Basketball Association, East Greenwich Little League, East Greenwich Soccer Association, and other similar groups may use the school indoor facilities. A responsible party shall be in attendance at each event. The responsible party is to be the first to enter and the last to leave the building and will be responsible for good order.

### E. Outside Groups:

"Outside Groups" are groups whose principal place of business is not located within the town of East Greenwich, and that have greater than 2% participation from neighboring communities.

#### IV. Priorities for Use of School Facilities

### A. School / Community Use:

Priority for use of the school facilities shall go to school-related activities. School Groups are encouraged to reserve space beginning in June of the previous academic year. School Groups will have priority for scheduling events through September 15 of each year. As of Sept 16, non-school groups may reserve space with the Facilities Director on a first-come first-served basis. The Facilities Director shall make a calendar of Facilities Rentals available on the EGSD web site, and shall ensure that the calendar is kept

up-to-date. Winter sports organizations using gyms may reserve on or after November 1, and spring sports organizations may reserve on or after February 15, to ensure full availability and confirmation of their requests. Schedules are subject to change based on interscholastic scheduling for high school and middle school sports, school-based activities, as well as the weather.

### B. Availability:

Gym space will only be scheduled after school athletic practices have been scheduled. Once school athletic program activities have been scheduled, priority is given to town recreation programs, followed by Community Groups, then to Outside Groups.

### V. Use of School Equipment

#### A. Cafeteria:

Organizations may use cafeterias for serving food and refreshments, but no equipment other than tables, benches, and chairs may be used. If the use of the kitchen facilities is required a separate rental application shall be filed and will be subject to the availability of the appropriate food service staff. Use of kitchen facilities can only be approved by EGSD's food service contractor. The Director Facilities will verify availability of kitchen facilities and notify applicant. The organization renting the facilities shall be billed for the services of the food service employee at that employee's regular rate.

Food and refreshments may be sold only in the cafeteria, lobby, or other dining areas of school buildings and shall not be carried out of these areas. Food and refreshments are strictly prohibited in gym areas and auditoriums.

#### **B.** Musical Instruments:

Municipal, Community and Outside Groups renting a school auditorium may use a school piano provided it is not moved, and for an additional fee (Appendix A). If it is desired to have the piano tuned, the request should be made to the Director of Facilities who shall arrange to have the piano tuned at the expense of the organization using it. Pianos and other large musical instruments shall not be moved into a school either as a gift or a loan without the approval of the Superintendent or his designee.

Groups may not use any musical instruments without the advance written permission of the Director of Facilities.

#### C. Theater and Audio-Visual Equipment:

Groups renting a school auditorium may use the schools' theater equipment, lighting boards, and sound equipment, provided the equipment is not removed or disconnected, and that satisfactory arrangements have been made in writing with the Director of Facilities. Furthermore, the use of this equipment is not guaranteed, and damage to said

equipment beyond normal wear and tear shall be billed to the organization at the cost of replacement. If it is desired to have additional equipment set up, or existing auditorium equipment moved or staged differently, the request should be made to the Director of Facilities who shall arrange to have the necessary adjustments made and AV crew hired at the expense of the organization.

## **D.** Athletic Equipment:

Community Groups renting a school gymnasium may use school athletic equipment, provided that satisfactory arrangements have been made in writing with the Principal or Athletic Director and the Director of Facilities. Damage to such equipment beyond normal wear and tear shall be billed back to the renting organization at the cost of replacement.

#### E. Fields:

Any Community Group or Outside Group seeking to use the school fields shall request the use of these fields from the East Greenwich Parks and Recreation Department, after the School Department has had the opportunity to reserve the fields for school use.

### VI. Fees

Fees are established annually by the School Committee no later than April 1 for the following school year. A form of Fee Schedule is attached as Appendix B. Community and Outside Groups who rent EGSD facilities for more than 500 hours within a fiscal year may be entitled to a special fee arrangement upon annual approval by the School Committee. Renters of greater than 500 hours within a fiscal year who wish to donate equipment to EGSD may be credited the value of such equipment the following year upon approval of the School Committee.

## **Types of fees:**

Descriptions of applicable fees are below. A breakdown of how those fees are applied to each type of group can be found in the attached Appendix A, Fee Structure.

#### 1. Custodial Fee:

When a building is rented outside of Custodial Hours, or at any other time when custodians are not normally present, Community Groups and Outside Groups shall pay all custodial fees for the time period they are using the facility, as outlined in the Fee Structure and Fee Schedule.

A minimum two-hour rental shall be applied when facilities are rented outside of Custodial Hours.

#### 2. Maintenance Fee:

This fee shall be charged for use of the facilities to Community and Outside Groups when the facilities are used outside of Custodial Hours. This fee is to cover the costs incurred for utilities and maintenance of the areas used. (Appendix A).

#### 3. User Fee:

This fee shall be charged to Outside Groups whenever they rent an EGSD facility. This fee covers the cost of using the building and includes maintenance, custodial costs, as well as the designated user fee.

### 4. Double Space Fee:

This fee shall be charged to Community Groups and Outside Groups whenever they rent more than one district space at a single EGSD facility (i.e., cafeteria and auditorium or upper and lower gyms). This fee covers the additional maintenance cost for the additional space usage, as well as the areas interconnecting these spaces.

## VII. Billing:

Invoices for rental events will be issued in a timely fashion after the conclusion of the event (s).

#### Payment for building use shall be made by check to the:

East Greenwich School Department 111 Peirce Street East Greenwich, RI 02818 Attn.: Facilities Rental

#### A. Fee Waiver:

Rental fees cannot be waived without prior approval of the School Committee. Donations in lieu of payment will not be accepted without prior approval of the School Committee.

### **B.** Late Payments:

Invoices are due within 30 days of receipt. Invoices that are not paid within 30 days of receipt shall be subject to a fee that totals the greater of \$25 or 25% of the outstanding invoice. An organization with outstanding invoices may not schedule additional events until late invoices are paid in full.

#### C. Collections:

The district reserves the right to collect on past due balances via a separate collections agency.

## **VIII.** Responsibilities of Renters of School Facilities

All organizations or individuals utilizing school facilities are responsible for the safety and cleanliness of the school facilities they rent while they are renting them. Rental is conditioned on presenting the school with a certificate of insurance naming East Greenwich Public Schools as an additional insured on the policy. Additionally, renters must provide for the supervision of all participants at the events they hold at the school. Renters must designate a responsible party who shall be in attendance at each event. The responsible party must be the first to enter and the last to leave the building and will be responsible for good order. EGSD Employees will not be responsible for event participants left unattended either before or after an event, unless said employee is the responsible party for said event.

Any organization or individual using any of the schools' facilities will leave those facilities in such condition to ensure there will be no interruption in the next regular school session. Anyone using said facilities will be held responsible for any damage or excessive cleaning needs that occur as a result of their use. Damages will be repaired at the direction of the School Department, and all costs will be the responsibility of the user.

The School Committee requires that all individuals or groups using school facilities assume all liability for injury or damage to individuals or property, and to indemnify and hold harmless the School Committee, and EGSD and its employees, as well as their respective officers, agents, and employees, from and against any and all losses, claims, liability, damage, action or expense including, without limitation, costs and attorney fees rising out of or relating to usage of school facilities, (i) renter's use of school facilities, (ii) any breach or default in the performance of any obligation of the renter under this agreement, (iii) any negligence of renter or any of its agents, employees, participants, spectators, attendees, patrons, and invited guests, (iv) the theft or misappropriation of any renter's personal property brought into a rented facility. Renters assume all risk of damage to their property placed in a school or school department facility, and assume all risk of injury to their agents, employees, participants, spectators, attendees, patrons and invited guests.

## IX. Compliance

For events requiring the approval of the Fire Department, or Police Department, the application once filed will be submitted to the appropriate authority for approval. A representative from one or both of these agencies may be in contact with the applicant regarding the event.

All individuals/groups using school facilities will observe all laws, as well as fire and safety regulations, as defined by the Town of East Greenwich and the State of Rhode Island. In addition, all individuals/groups using the school facilities are required to abide by the rules and regulations governing school use as established by the East Greenwich School Committee at all times. The use of tobacco, alcohol, or illegal substances on school premises is strictly forbidden.

# APPENDIX A: FEE STRUCTURE

Type of organization/meeting	Maintenance Fee	Custodian Fee	User Fee	Double Space Fee
School Groups	No	No	No	No
School-Related Groups, including:  • PTGs	No	No	No	No
• EGEF				
• COA				
Alumni Associations     (shall be entitled to one free use of the facilities during Building Hours per calendar year; thereafter Community Group fees will apply.)				
Municipal Groups	No	No	No	No
Community Groups, including:  • EGBA, EGLL, & EGSA  • Local Scouts (Activities and Ceremonies)	Yes	Yes, if event occurs outside of Custodial Hours or an additional custodian is needed	No	Yes
Local Scouts (Regular Meetings)	No	No	No	No
Outside Groups, including:  Non-EG athletic associations  New Life Church	Yes	Yes	Yes	Yes