

TROY CITY BOARD OF EDUCATION

USE OF FACILITIES AND EQUIPMENT PROCEDURES

The Troy City Board of Education believes the functions of school buildings and grounds should be to accommodate approved school programs for students and to assist in meeting the educational, cultural, civic, social and recreational needs of communities. Use of school buildings by the community shall be considered a secondary function and shall be scheduled at times which do not interfere with regular school activities.

- I. Use Agreement – The Troy City Board of Education shall direct the Superintendent to develop administrative rules and regulations governing the use of school facilities including rental fees to be established and published at least annually. The use of school facilities by individuals or groups shall be governed by a signed use agreement between the individual or group and the Board. The use agreement shall contain, but is not limited to, the following:
 - A. A “hold harmless” statement having the effect of holding the Board free from any liability arising from the negligence of the party using the facilities.
 - B. A statement requiring, with limited exception, any person or group leasing the school facilities to purchase liability insurance with a minimum value of \$1,000,000 dollars indemnifying the Board and its members as additional insured. Written proof verifying the purchase of such insurance should be presented to the Board at least twenty-four (24) hours prior to use of the facilities.
 - C. A statement that the individual or group lessee shall assume all responsibility for damage(s) and/or maintenance expenses invested in the building, directly or indirectly resulting from lessee’ use.
- II. The Troy City Board of Education owned or controlled facility will not be sued in any manner not covered under liability insurance purchased by the Board.
- III. Limited Open Forum – Equal Access
 - A. Non-curriculum related student organizations shall have the same opportunity to use school facilities as any other student organization, regardless of religious, political, philosophical, or other content of the speech at such meetings, subject to the right and obligation of the Board to maintain order and discipline on school premises and to protect the well-being of students and faculty.
 - B. The principal of the school may approve use of the school facility by a non-curriculum related student organization provided that:
 1. The meeting occurs during non-instructional time and is attended by a school employee/designee who shall provide general supervision.
 2. The meeting is voluntary and student-initiated. Only students enrolled in the school may request this meeting.
 3. The meeting is not sponsored by the school, the Board, or employees thereof.
 4. The presence of Troy City School system authorities or Board employees at any religious meeting is non-participatory in nature. The presence of school employees is for observation only.
 5. The meeting does not interfere with regular instructional activities of the school.

6. The meeting shall not be directed, conducted, controlled or regularly attended by non-school persons.
7. The non-curriculum related student group shall not use the school, name, school mascot name, or any name that might imply school sponsorship.
- C. No School employee shall be compelled to attend a meeting of any student organization if the content of the speech at such meeting is contrary to the belief of the employee.
- D. Any student organization seeking to meet on school property during non-instructional time shall submit a written application to the school principal. Applications shall include the following information:
 1. The name of the organization.
 2. A general statement of the purpose of the organization.
 3. A description of the qualifications for membership, if any.
 4. A statement that the students understand and agree to comply with this equal access policy.
 5. A proposed schedule of meetings and activities.
- E. The principal shall deny approval to any organization whose purposes, qualifications for membership, or proposed activities are unlawful.
- F. Failure to comply with this policy shall be grounds for revocation of the right to continue to conduct meetings under this policy.

RENTAL FEES

A rental fee shall be assessed for the use of school facilities based on the following two-tiered system.

User Group “A” – Includes all local organizations, non-local organizations, other school districts, churches, civic groups/organizations, non-profit groups, and individuals

- **The cost of facility rental for these groups ranges from \$75/hour with three-hour minimum basic fee or \$500 for a full day (8 hour day).**

Facility	Basic Fee (three-hour minimum)		Full Eight (8) Day	Facility
Troy Elementary Cafeteria	\$ 225.00	\$	500.00	dining area only
Charles Henderson Middle School Cafeteria	\$ 225.00	\$	500.00	dining area only
Charles Henderson High School Cafeteria	\$ 225.00	\$	500.00	dining area only
Central Office Board Room	\$ 225.00	\$	500.00	Board Room

User Group “B” – Includes Troy City School System events/programs, educational meetings (including all staff and/or student meetings) and affiliated Troy City Schools support organizations (such as PTOs, booster clubs, etc.)

- There is no charge to these groups.

In addition to the fees listed above is a cost of custodial workers, child nutrition workers, and/or security workers, which are \$25/hour for each worker with a three-hour minimum for each, and maintenance workers (if needed), which are \$40/hour for each worker with a three-hour minimum for each. Any exception to the above fees must have prior approval of the Superintendent.

In addition to the fees listed above, if the use of the sound system and or specialized lighting is requested there will be a cost of \$35/hour each for a school trained technology technician.

FACILITY USE PROCEDURES

1. Requests for the use of a school facility shall be approved in accordance with the administrative procedures of the district.
2. Charges will be calculated from the time the facility is opened to the time it is closed.
3. All fees must be paid in advance at the time the facility is booked.
4. Fees charged for use of property do not cover the use of school equipment. Use of school equipment is not allowed without prior written approval of the Superintendent only at which time a usage fee will be established.
5. Requests for the use of a facility shall be presented to the superintendent for approval at least 30 days prior to plan event. Any changes in a scheduled event shall be approved in advance.
6. The using group, organization, or individual must carry liability insurance in the minimum amount of \$1,000,000 to protect it and its members. Such liability insurance must name the Troy City School System as an additional insured. Written proof of coverage must be provided at time of payment prior to the event.
7. On nights prior to school days, the building/facility may not be used after 10 p.m. without the prior approval of the building principal.
8. The activity shall not interfere with the normal use of the building/facility by school personnel or students, nor shall the use of the facility cause undue wear judged harmful to the facility.
9. No areas will be rented where personal property is not properly secured.
10. Permission shall be obtained if furniture or equipment is to be moved, or if decorations or signs will be attached to walls, ceilings or fixtures. No alterations to the facilities are allowed.
11. It shall not be the responsibility of the school to furnish special stage settings, furniture, special lighting or to require stage hands to arrange scenery or to carry equipment.
12. The sponsor of an activity has direct responsibility for the safety, welfare and actions of the persons participating in the activity; for seeing that the building regulations concerning the use of food, drinks and tobacco are observed; and for damages to the building or equipment. The sponsor or a qualified representative shall be present when the first participants are expected to arrive and shall remain until all have departed.
13. Economical use of utilities is required.
14. All fire safety codes and regulations shall be strictly followed and adhered to at all times.
15. Failure to leave the facilities in good condition or failure to use the facility in adherence to this policy shall result in denial of future requests by the individual or group for a period of one year. Requests by a violating party after one year shall be considered on a case-by-case basis by the principal of the campus and superintendent.
16. The district shall not be responsible for props, non-school equipment and/or personal items belonging to persons using school facilities.
17. The use of any type of tobacco, alcohol, or firearms is prohibited in all school buildings and on all school property.
18. Under no conditions shall authorization be granted which would in any way be considered discriminatory in nature. This includes any inadvertent partisanship relative to political campaigns.

19. Any such person, group, organization or other entity using the facilities of the Board shall be given a copy of this policy and acknowledge in writing agreement to all of the terms and conditions contained herein.

Group/organization representative signature

Date

Principal

Date

Superintendent

Date

RENTAL FEE CALCULATIONS

Applicable User Group: _____ A _____ B _____

Request for Facility:

- \$75.00/hour with 3-hour minimum basic fee (\$225.00)
- \$500/ full 8 hour day

<u>Facility</u>	<u>Check All That Apply</u>	<u>Basic Fee</u>	<u>Full Day Fee</u>	<u>Total</u>
CHHS Cafetorium	_____	\$_____	\$_____	\$_____
CHHS Cafeteria	_____	\$_____	\$_____	\$_____
TES Cafeteria	_____	\$_____	\$_____	\$_____
Total Rental Fee				\$_____

Request for employee services (check all that apply):

<u>Employee</u>	<u>Rate of Pay</u>	<u># Requested</u>	<u>Hours</u>	<u>Total</u>
Custodian (1 required)	\$25/hour	_____	_____	\$_____
Maintenance	\$40/hour	_____	_____	\$_____
Technology Technician	\$35/hour	_____	_____	\$_____
Total Employee Services Fee				\$_____

TOTAL FEE	AMOUNT
Rental Fee	\$_____
Employee Services Fee	\$_____
TOTAL AMOUNT DUE	\$_____

***Forward original copy to Chief School Finance Officer**

FACILITY AND EQUIPMENT USE REQUEST AND AGREEMENT FORM
TROY CITY BOARD OF EDUCATION
Troy City, Alabama

Date of Request

The _____ agrees to

Name of Group, Organization, or Individual
abide by the stipulations listed below (and any applicable attachments) in return for permission to use
_____ on the _____ day

Name of Facility

of _____, 20____ from _____ until _____
Time and Hour Time and Hour

for the purpose of:

The group, organization, or individual shall:

1. Provide adequate provisions for supervision of school property;
2. If requested by the principal, provide adequate police protection for such activities to safeguard those involved as well as the property of the Board;
3. Not permit use of alcoholic beverages (drink, displayed, or served) in or near public school buildings;
4. Not permit smoking in school buildings or on school grounds;
5. Assume all costs for repairs necessary due to vandalism or malicious destruction of school properties incurred during the utilization of these facilities;
6. Submit the amount of \$ _____ as prepayment for custodial services and/or child nutrition services during the stipulated times;
7. Submit the amount of \$ _____ as prepayment for use of said facilities during the stipulated times;
8. In the event this application is approved, the applicant agrees to execute all releases of liabilities required by the Board in connection with applicant's use of the premises herein applied for and will complete and sign the "Release from Liability and Agreement "to "Hold Harmless" upon approval of using said facility.

Group or Organization President, Individual, Sponsor, or Responsible Party

Address of Group or Organization President, Individual, Sponsor, or Responsible Party

Approved: _____

Denied: _____

Principal's Signature

Date

Approved: _____

Denied: _____

Superintendent's Signature

Date

COMPLETE THIS FORM AFTER THE REQUEST HAS BEEN APPROVED
FACILITY AND EQUIPMENT USE HOLD HARMLESS AGREEMENT
TROY CITY BOARD OF EDUCATION

Troy City, Alabama

STATE OF ALABAMA
COUNTY OF PIKE

RELEASE FROM LIABILITY AND
AGREEMENT TO HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS, that Whereas, the undersigned
_____ hereafter called the Applicant, has filed a written application with the Troy City Board of Education for permission to use the premises described in said application for the purposes described in said application, which premises are under the control and supervision of said City Board of Education; and,

WHEREAS, the Superintendent, under the authority of the Troy City Board of Education, has granted permission to the Applicant to use said premises solely for the purposes stated in Applicant's application; and,

WHEREAS, the Troy City Board of Education, as a condition precedent to the granting of its permission for the use of said premises by the Applicant, requires the execution and delivery by the Applicant to the Board of a Release of Liability and Agreement to Hold Harmless wherein and whereby the Applicant agrees to release and hold harmless the Troy City Board of Education, its board members, officers, agents, servants, and employees from any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damages or injury, including death, that may be sustained by the Applicant, its officer, agents, servants or employees, invites, patrons and customers from Applicant's use of said premises.

NOW THEREFORE, in consideration of the premises, and for the further consideration of receiving permission from the Troy City Board of Education to enter upon and use the premises described in said application which are controlled and supervised by the Troy City Board of Education, the receipt of such permission being hereby acknowledged, the undersigned Applicant hereby agrees to release and to hold harmless the Troy City Board of Education, its board members, officers, agents, servants, and employees from any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damages or injury, including death, that may be sustained by the Applicant, its officers, agents, servants or employees, invites, patrons and customers from its use of the premises described in Applicant's application.

IN WITNESS WHEREOF, the undersigned applicant, action herein by

_____, its _____
(Name & Organization) (Position)

who is hereunto duly authorized, has hereunto subscribed its hand on this the _____ day of _____, 20____.

(Applicant)

STATE OF ALABAMA
COUNTY OF PIKE

I, _____, a Notary Public in and for said County in
said State, hereby certify that _____ whose name as is signed to the
foregoing Release, acknowledged before me on this day that, being informed of the
contents of the Facility and Equipment Use Hold Harmless Release in capacity as such
_____, executed the same voluntarily on the same bears date.
(Position)

Given under my hand this the _____ day of _____, 20____.

Notary Public

(Seal)

My Commission Expires: _____

ATTACHMENT A
ADDITIONAL PROCEDURES FOR USE OF CHHS Cafetorium

1. The cafetorium, including stage, lights, dressing rooms, lobby and restrooms, and dining area should be left in its original condition. Any changes will result in denial of future requests for a period of one year. Requests by a violating party after one year shall be considered on a case-by-case basis by the principal and superintendent.
2. The use of the sound system and/or specialized lighting requires the use of a "school trained technology technician."
3. Hanging props must be attached to available stage rigging. Nothing is to be attached to curtains.
4. All props must be free standing. Nothing may be attached to the floor.
5. No weights are to be moved from the rigging. No lights are to be moved. No curtains may be detached.
6. Those technical demands outside the possibility of our existing equipment should be addressed, in writing, at least one week before set-up and performance time. Personnel doing set-up should be aware of the auditorium's physical and technical limitations.
7. Damage incurred during any outside use of the cafetorium; including lighting, sound, or furnishings, shall be the sole responsibility of the party using the cafetorium.
8. Access to the catwalks is allowed only under the direct supervision of the system maintenance helper.
9. Preparations, set-up, and rehearsals shall in no way conflict with the orderly operation of the school day at Charles Henderson High School.
10. Food and drinks for performers shall be restricted to the dining area. The stage, dressing rooms, restrooms, and adjacent grounds should be kept free of food and beverages.
11. The use of adjoining areas should be coordinated with appropriate school personnel. These areas are not included in the agreement to use the facility. Individual permission for each area must be granted by school administration.