

The Board of Education believes that the school buildings and grounds are maintained primarily for the education and recreation of the school children of the School District, and no use shall be made of the buildings or grounds that would interfere with or disrupt their most effective use for the benefit of the school children. However, the Board of Education also recognizes that the buildings and grounds are a valuable community resource and believes that this resource should be available to the community for specific uses that will not interfere with educational activities. School and non-school based organizations, which are not commercial groups, may use school buildings and grounds for meeting when the facilities are available. In the event any such use will cause the School District to incur costs as a result of such use, the outside organization will be required to reimburse the School District for such costs. The School District reserves the right to deny the use of its facilities for nondiscriminatory reasons.

Such use may take place during school hours only if, in the opinion of the Board of Education, the use will not be disruptive of normal school operations. All such uses should pertain to the general welfare of the school and/or community, in compliance with the Educational Law. Any such use, however, shall not be deemed an endorsement of the activity or purpose for which the facilities are used.

A master calendar of approved uses of all School District buildings and grounds by outside organizations or individuals shall be kept by the Superintendent of Schools or his/her designee to avoid conflicts in the scheduling of the use of a room(s) on the date(s) and/or hour(s) requested by outside organizations or individuals.

The conditions and restrictions set forth in this policy shall apply to the issuance of permission to utilize School District facilities (both indoor and outdoor).

The School District reserves the right to charge a fee for the use of its facilities in a manner consistent with law. Non-community groups will be charged for custodial overtime, security *and* utilities if necessary. All groups will be responsible to pay for any costs incurred by the School District for any repair and/or replacement of School District facilities or property due to damage caused by the group's usage. For-profit groups will be required to enter into a lease agreement for the use of the School District's facilities.

Permitted Uses

School District facilities may be used for purposes set forth in Education Law Section 414, subject to the conditions and restrictions set forth in this policy.

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.
- C. Any purpose that will in any way interfere with the use of school buildings, grounds, or other school property by the school.

Any use of school facilities for school-related activities will be scheduled through the Building Principal who in turn will notify the Business Office at least seven (7) days before the event. Any use of school facilities outside the regular school week or for other than school activities will be scheduled through the Business office. The School District Application form is to be completed for this purpose.

Application Requirements

Applications should be submitted at least thirty (30) days in advance of the date(s) desired and shall be accompanied by written documentation providing the following information and/or establishing compliance with the following:

1. 75% of the participants must be School District or Valley Stream residents. The applicant shall provide the School District with a roster of participants, which roster includes the name(s) and addresses of the participants.
2. The applicant shall provide the School District with evidence that it is a not for profit organization or a municipality within the School District. Individual coaches employed by the School District shall not be permitted to run clinics on school grounds, with or without compensation outside of the coach's responsibilities as a coach appointed by the School District for a coaching position.
3. Applicants who request the use of facilities on an ongoing basis during the year may submit an application to be pre-approved as a group meeting the requirements of the within policy. Said application must be submitted to the School District prior to September 1st of each year. A supplemental application must be filed in connection with the request for use of the School District's facilities on specified days during the year.
4. The individual completing the application on behalf of the organization shall be authorized by the group or entity seeking permission and shall be a School District resident, a member of the staff of the organization, or a member of the staff employed by the School District with his/her residence address provided.
5. The number of anticipated participants, participation/admission and all other fee(s) to be charged and total income to be derived shall be provided when requested.
6. All anticipated expenses of the use, including but not limited to charges, fees, commissions and salaries to be paid and equipment or supplies to be purchased, including the identity of all anticipated payees shall be provided when requested.
7. The manner in which any surplus of receipts over expenses shall be indicated. The School District reserves the right to require certified statement(s) of the foregoing as part of

submission of after-event reconciliation. Entities shall not be permitted to make a profit in connection with its use of facilities pursuant to this policy.

8. The applicant shall describe the responsibility for and means by which it proposes to provide security, crowd and litter control and pick-up.
9. The request for the use of the School District's facilities must be approved by the Principal, if applicable, and the Superintendent of Schools or his/her designee.
10. The applicant may not transfer its use of facilities permit to any other entity.
11. The applicant must follow the School District's emergency evacuation plan.
12. Evidence of the insurance requirements set forth below must be submitted to the School District at least ten (10) days before the date of the requested use.
13. Applicants will be required to sign a hold harmless agreement in favor of the School District in a form prescribed by the School District.
14. Copies of the completed forms shall be available for inspection in the Business office during regular hours.
15. Applications for the use of the School District's facilities may only be made in connection with the use of the School District's facilities during the following hours:

Monday – Friday:	when school is not in session until 9:00 pm
Saturday:	8:00 am to dusk
Sunday:	8:00 am to dusk

16. The Superintendent of Schools or his/her designee shall have the right to request additional information from the applicant in his/her discretion.
17. The School District reserves the right to cancel any approved use of its facilities in the event of scheduling conflicts.

Applications for the use of the School District's facilities will not be approved if:

1. The application is made for personal use. An individual not representing a participating organization or group will be denied use of facilities.
2. The requesting organization does not abide by Board of Education policies, rules and regulations applicable to its use.
3. The use results in disruption or public disorder.
4. The organization has previously failed to comply with the terms and conditions of a previous permit and/or has violated the law.

Recognized collective bargaining units may use school facilities to conduct meetings as specified in the collective bargaining agreement(s).

Unless the Superintendent of Schools or his/her designee is satisfied that the proposed activity on school premises will be adequately supervised, that the applicant will see to the proper conduct of such activity, and that the applicant may be held responsible for any damage which the activity may cause to school property, no permit will be issued for any use that is contrary to the provisions of Education Law Section 414. Scheduling events in advance will ensure that the space requested is available and not given to outside groups.

Requirements for Use of School District Facilities

In the event the use of one of the School District's facilities is approved, the applicant shall adhere to the following requirements:

1. The determination of the Superintendent of Schools or his or her designee as to necessary security, custodial and/or other staffing requirements and cost(s) of additional heat and/or other services shall be final. Charges for custodial, maintenance, security, electrical, cafeteria, parking services, crowd control, refuse cleanup and disposal, and other personnel costs, if any, will be in addition to the basic fees for facilities.
2. The approval of the use is conditioned upon the continued availability of the facility for the date and time requested; and will be automatically canceled (unless otherwise provided) if the School District is closed on account of inclement weather or other emergency.
3. The Applicant may not subcontract for services on School District property without advance written approval of the School District. Any outside group hired by the applicant must fill out their own application and include insurance and endorsements as required herein of the applicant.
4. The organization will provide an adult volunteer (must be at least 21 years of age) to monitor the entrance of the facility. The volunteer is responsible for admitting only authorized individuals into the building and must remain at her/his post for the duration of the time slot authorized for the organization's use.
5. Any organization with participating individuals under the age of eighteen (18) must ensure that adult supervision is present at all times. An adult associated with the organization/individual to whom a permit has been issued must ensure that participants under the age of 18 have been dismissed to the proper caregiver at the conclusion of the use.
6. The organization shall be required to pay for all vandalism, losses, and damage for which they may be directly or indirectly responsible.
7. The organization shall conform to the approved uses. The use of School District facilities shall be restricted solely to that for which permission was granted, and no other.
8. Accidents shall be reported to School District administration as soon as possible and no later than the close of the following business day.
9. The organization shall not permit vehicles to be illegally operated or parked. Violators are subject to being issued a traffic summons by the police. Motor vehicles shall not be permitted to be operated on any School District athletic field.
10. Pyrotechnic devices and drones shall not be permitted on School District property at any time.
11. Fencing, shelters, sanitary facilities, cooking facilities (including barbeques or other sources of heat) and any other temporary structure or installation, shall not be used on School District property without prior permission.
12. During the approved activity, the organization shall present the permit for verification upon request by School District staff.
13. The use of the facility(ies) by the organization shall in no way interfere with the School District's normal operations of schools, cleaning schedules, or repair work.

14. The organization shall not permit smoking, use of ecigarettes, personal vaporizers (nicotine and non-nicotine based) and all other tobacco/nicotine use, which uses are prohibited on School District grounds and in School District facilities.
15. The permit issued shall be subject to immediate cancellation by the Superintendent of Schools or his/her designee in the event the applicant authorizes, condones or suffers unsafe conditions or activities in connection with its use, fails to comply with the terms of this policy, uses School District equipment without authority, leaves the premises in an unsafe or unclean condition, or fails to prevent vandalism to School District property.
16. Within thirty (30) days of completion of the program for which permission to utilize School District facilities has been granted, the applicant shall provide additional documentation reflecting actual fees and expenses previously anticipated.
17. There shall be no gambling or use, possession, sale or distribution of alcohol or controlled substances at any time in the school buildings or on school property.
18. Exhibits, posters, or materials shall not be displayed on school property without prior approval of the Building Principal.
19. Masking tape, scotch tape, and similar materials shall not be used to affix materials to any school equipment.
20. Sneakers/gym shoes must be worn when sports or games are conducted on the gymnasium floors.
21. Only authorized personnel shall operate School District equipment.
22. It is the applicant's responsibility to make sure that the facilities are left in proper condition. Any equipment moved should be returned to its proper place. In the event the School District incurs costs to clean the facilities as a result of the applicant's failure to leave the facilities in proper condition, those costs will be charged to the applicant.
- 23. All school activities will take precedence over non-school activities.**
24. The School District must have free access to the buildings at all times and the right to revoke a permit at any time.
25. Responsibility for preservation of order and safety must be assured by the applicant.
26. Where a large assemblage is expected, the applicant should arrange for adequate police and fire protection. If the Superintendent of Schools determines that the number of participants is too large to properly secure the facility, the Superintendent of Schools has the right to revoke the permit issued.
27. Permits are non-transferable and no holder of any permit may sublet any part of the building or grounds specified in the permit.
28. "Student Activity Organizations" (excepting for dances or when admission fees are charged) will not normally be charged for custodial services, except for weekends and holidays. If supervision of Student Activity Organizations is not adequate, permission for use of facilities will be terminated.
29. The Superintendent of Schools or his/her designee reserves the right to either charge, waive charges for meetings, entertainment and occasions where admission fees are charged in those instances where it is established that proceeds thereof will be expended for an educational or charitable purpose. Substantiated financial reports may be requested within thirty (30) days after the event is concluded. Custodial services charges shall be paid for at the regular overtime rate, whether fees for use of building are imposed or waived.

30. If for any reason it is not possible for a group to meet in the evening for which the building has been reserved, notice must be given to the Superintendent of Schools or his/her designee at least one (1) day in advance.
31. Movie projectors may be used under the following conditions. The permittee shall supply all necessary equipment except the moving picture screen. Only motion picture films of the safety or non-flammable type will be permitted, and no film larger than 16 mm will be permitted.
32. No flags other than the National or State Colors will be displayed at any time on the buildings or grounds or within the buildings except with the written permission of the Superintendent of Schools or his/her designee.
33. Application for holding social, civic and recreational meetings and entertainments, and other uses pertaining to welfare of the community, shall contain representation by applicant that such meetings, entertainment and uses shall be non-exclusive and shall be open to the general public. The cost of all materials and labor required for preparation of the fields, as desired, shall be paid for by organizations.
34. Putting up decorations, scenery or moving equipment is prohibited unless special permission is given by the Superintendent of Schools or his/her designee.
35. No substance (wax, paraffin, etc.) may be put upon the floors under any circumstances.
36. The organization and its members will review this policy and be familiar with all rules and restrictions pertaining to use of School District's facilities.
37. The organization, along with the School District, will ensure that the perimeter of the facility remains secure and will notify the Director of Facilities immediately of any issues that may arise.
38. The organization will ensure that all doors are to remain locked and closed during its approved time slot for the use of the facility. Doors must not be propped open at any time and will be locked upon exit.
39. The organization will be responsible for the conduct of both participants and spectators. Underage participants must be supervised at all times.
40. The organization will safeguard the School District's property and make sure that all water bottles and any other refuse are disposed of properly and leave the facility in the condition in which it was found. The cost of any additional cleanup or repair of any damage will be billed to the organization.
41. Prior to the start of the event, an announcement should be made regarding emergency evacuation procedures. For example: pointing out posted procedures, directions for existing, how to respond to a fire alarm, etc.

Use of School District Athletic Facilities and Athletic Fields

In addition to the aforementioned conditions and restrictions set forth throughout this policy, the following shall apply to the use of the School District's athletic facilities and athletic fields.

As a general matter, non-School District teams are not permitted to use the School District's athletic facilities and athletic fields. However, athletic facilities and athletic fields may be used by non-School-District teams when special permission is granted by the Superintendent of Schools or his/her designee. Such permission is contingent upon full compliance with this policy,

including obtaining insurance coverage and the execution of an indemnification and hold harmless agreement.

In the event any of the gymnasiums are authorized for use pursuant to this policy, the applicant must adhere to the School District's policy and practice concerning the proper use of the gymnasium.

Special additional rules for the use of the gymnasium for other than athletic activities are as follows:

- a. Modification may not be made to school property.
- b. Modification may not be made to any electrical panel.
- c. Modifications may not be made to any emergency equipment including exit lights, fire alarms and horns.
- d. Screws, nails, bolts or any other type of penetrating fasteners may not be used on any school property (however, certain fasteners or adhesives may be used with prior approval from the Director of Facilities).
- e. Heavy equipment such as forklifts, genies, etc., may not be used.
- f. All trash/rubbish removal is the responsibility of the permittee and must be removed in a timely manner.

Organizations which receive approval for the use of athletic facilities and athletic fields are responsible for maintaining and supplying their own equipment. The School District reserves the right to revoke a permit if the organization fails to maintain safe conditions during its use of the athletic facilities and fields.

Insurance and Hold Harmless

Any outside organization or group making use of school facilities will be required to obtain at their own expense insurance coverage which complies with the following:

1. The applicant shall not be considered "approved" until the entity has obtained all insurance required under these specifications and such insurance and deductibles or retentions have been approved by the School District. The cost of such insurance shall be completely borne by the applicant.
2. Insurance coverage shall be provided by an insurance company licensed as an "admitted carrier" by the New York State Insurance Department. Carrier must have an A.M. Best rating of not less than A- VIII.
3. Insurance coverage shall be evidenced by a Certificate of Insurance in a form acceptable to the School District. Insurance coverage shall name the School District as an additional insured and provide primary coverage on a non-contributory basis that is not in excess of any insurance coverage which the School District may carry.

4. Applicant or applicant's agent shall provide the School District with at least a thirty (30) day Notice of Cancellation, Notice of Non-renewal or reduction of coverage, except where cancellation is for non-payment of premium, then ten (10) days prior notice shall be given. The insuring company shall not be released from liability or obligation. **In the event the School District receives notice of cancellation of the applicant's insurance coverage, the applicant's permit for the use of facilities shall be deemed revoked immediately.**
5. The School District, its Board of Education, its officers, agents, employees, authorized volunteers and committee members shall be held harmless against and named as Additional Insureds to all policies, other than Workers' Compensation. Evidence of this extension shall be by signed endorsement CG2026 04 13, or its equivalent, to the policy, such endorsement to be submitted with the applicable Certificate of Insurance. The Certificate of Insurance and Additional Insured endorsement must be submitted prior to approval of each event or activity. Mere recitation of the additional insured interest on the Certificate is not acceptable and Blanket Additional Insured by Contract is not acceptable.
6. **Minimum Scope of Insurance:** Coverage shall be obtained, and maintained throughout the life of the facilities use, as follows:
 - a. **COMMERCIAL GENERAL LIABILITY**
 - 1) Form: Commercial General Liability, including but not limited to: Premises and Operations, Independent Contractors, Products and Completed Operation, CGL Broad Form Endorsement, Personal Injury, Contractual Liability.
 - 2) Limits: \$1,000,000 per occurrence for a Combined Single Limit for bodily injury and property damage liability with at least \$2,000,000 aggregate limit. Coverage shall include specific grant of coverage for Sexual Misconduct Liability and shall be so stated on the Certificate of Insurance, whenever the event(s) involve(s) minors.
 - b. **AUTOMOBILE LIABILITY** - if applicable, automobile liability with a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage must be maintained.
 - c. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY** - if applicable, Workers' Compensation and Employers Liability must be provided for all employees, hired employees, and volunteers, in all states where operations will be performed. Statutory limits as required by the State of New York or any State or Federal Act having jurisdiction over the location or operations being performed must be maintained and Employers Liability limits of at least \$1,000,000 must be maintained.

- d. PROFESSIONAL LIABILITY - if applicable, Professional Liability covering all professional services performed and covering all wrongful acts with a minimum limit of \$1,000,000 each wrongful act/aggregate must be maintained.
- e. EXCESS LIABILITY

Form: Follow Form. Policies shall be in force concurrently with the primary insurance policy, have the same expiration date, and provide coverage as broad as the primary policy, with a "drop down" provision.

Limits:

\$1,000,000 per occurrence/aggregate. (Low Risk - no athletics)
\$5,000,000 per occurrence/aggregate (Moderate Risk - including athletics)
\$10,000,000 per occurrence/aggregate or greater. (High Risk)

Any deductibles or self-insured retentions must be declared to, and approved by the School District. The deductible and/or self-insured retention of the policies shall not limit or apply to the applicant's liability to the School District and shall be the sole responsibility of the applicant.

The School District is not responsible for any loss or damage whatsoever to property of applicant.

The School District reserves the right to require increased limits or additional coverages at its sole discretion.

Cross-ref: 0100 Equal Opportunity
0110 Prohibition Against Sexual Harassment
5131 Code of Conduct
6117 Display of the Flag

Ref: Education Law § 414

Adoption Date: December 15, 2020