



Upper Arlington City School District

Administrative Guidelines

7510A - USE OF DISTRICT FACILITIES

RULES REGARDING USE OF FACILITIES

These rules set forth the policy governing the use of and access to all buildings and/or grounds ("School Facilities) of the Board of Education of the Upper Arlington City School District ("Board") other than for normal school purposes. For purposes of these rules, "normal school purposes" includes building and/or district wide activities of parent support groups, such as PTOs and booster clubs, which have been approved by the administration and/or Board.

CONTRACT NECESSARY FOR USE OF SCHOOL FACILITIES

Individuals, groups and organizations wishing to use School Facilities must enter into an agreement with the Board of Education. Application and agreement forms can be found at our website – www.uaschools.org under district, then business services. The online application process will specify the terms and conditions for use of School Facilities. Use of School Facilities shall be allowed only when an application and agreement have been properly executed by the sponsoring group or organization and approved by the Superintendent or his/her designee.

Agreements consist of two (2) types:

- A. a "Rental Agreement" for those applying for short-term use (less than one year)
- B. a "Lease Agreement" for those applying for long term use (one year or more in duration).
Entry into a Lease Agreement shall require the approval of the Board.

BASIC REQUIREMENTS

These basic requirements are applicable to the use of School Facilities on a short-term basis and, except as specifically required, shall serve as guidelines for the use of School Facilities on a long-term basis.

- A. **Age, Affiliation, and Responsibility of Applicant.** To be considered, the application and agreement for the use of School Facilities must be signed by an adult who is at least eighteen (18) years of age and who is a member of the requesting group or organization. The adult signing the agreement (the "Designated Responsible Individual") shall acknowledge responsibility for the group or organization using the School Facility as provided herein. By signing the agreement, the adult shall agree that he/she shall be present at all times while the group or organization is using the School Facility or that one or more of the adults listed in the agreement shall be present while the School Facility is in use by the Group or organization.

- B. Insurance Obligations.** As a condition of the agreement, the following may be required:
1. Liability Insurance. The Superintendent or his/her designee may require that a renter obtain comprehensive public liability insurance with the Board, its members, employees, and agents named in the policy as additional insurers. The required amount of insurance required is **\$1 million** for injury or death to any one person, **\$1 million** for injury or death arising out of any one occurrence, and **\$1 million** for property damage arising out of any one occurrence.
- C. Indemnification.** The Organization using the School Facilities and the Designated Responsible Individual jointly and severally shall indemnify and hold the Board and its members, employees, and agents harmless from any and all claims and liability arising out of or related to such usage, including but not limited to claims and liabilities for negligence and strict liability in tort, and from all costs and expenses, including but not limited to attorneys' fees, incurred as a result of such claims or liabilities, except where such claims or liabilities result solely and proximately from the negligence of the Board.
- D. Release of Liability.** The Designated Responsible Individual shall agree to examine the School Facilities and accept same in the condition they then exist and on behalf of himself or herself and the using group or organization to release the Board, its members and employees from any damage, loss, or injury arising as a result of the use of the Facilities.
- E. Notice of Dangerous Conditions.** The Designated Responsible Individual shall agree:
1. to notify, in writing, the Executive Director of Business Services (1950 North Mallway Road) of the Board of the discovery of any dangerous conditions that exist or develop in or on the School Facilities and immediately upon such discovery
 2. shall cease any usage which could result in damage to person or property
- F. Prohibition of Alcoholic Beverages, Drugs, and Tobacco.** No person shall be allowed in or on school property who has on his person any narcotic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, or intoxicant of any kind. Use of a drug authorized by medical prescription shall not be considered a violation of this rule. The use of tobacco in any form while within any school property is not permitted; this prohibition includes, but is not limited to, the use of tobacco products on school grounds at public functions, including athletic fields and stadiums. Students are not permitted to smoke, use, or possess tobacco products in school buildings and/or on school grounds at any time.
- G. Speakers at Meetings.** Speakers at meetings and the subject of the speech shall be described in the written application. Any speaker who is not officially connected with the Upper Arlington Schools, must be approved by the Superintendent as part of the rental agreement. The character of speakers and any entertainment shall be of a standard, which is acceptable for presentation in a public school environment.
- H. Custodial Coverage.** Custodial coverage is **required** for use of the Facilities by any outside group. This service includes unlocking and locking the building, operation of the utilities, and routine set up and clean up. Normally, the custodian will arrive one half hour in advance of the stated opening time and will report to the Designated Responsible Individual at the beginning of the activity and every half-hour thereafter. Custodial services will be available at no cost to the using group or organization provided there is no incremental cost to the Board. Otherwise, the sponsoring group or organization and the Designated Responsible Individual

shall be jointly and severally responsible for and shall pay for custodial fees directly as a part of the facility rental fee.

- I. **Specification of Hours for Facility Use.** The specific hours and dates for the use of School Facilities must be set forth in the written application and agreement. This requirement includes the time(s) necessary for the preparation of the Facilities, the receipt of any deliveries of equipment and supplies, the actual opening and closing of the Facilities for the event, and the required time for cleanup and departure of people. Such hours and dates shall be subject to the approval of the Superintendent or his/her designee. In making these decisions, the Superintendent or his/her designee will take into account the needs of the entire community. The School Facilities shall generally be available for use by the public daily, 6:30 a.m. to 11:00 p.m., providing the Superintendent or his/her designee determines that there is no conflict with school activities and that it is not necessary to incur special costs to make the School Facilities available. Approval of requests for use of the School Facilities on weekends and school holidays will also be contingent upon the availability of custodial staffing. All rental and leasing activities will be considered canceled on days when the School Facilities are closed because of either emergency conditions or hazardous weather.
- J. **Responsibility for Physical Care and Security of School Facilities.** After a School Facility is used, the group or organization using it and the Designated Responsible Individual shall be jointly and severally responsible for returning it to its normal condition, ready for school use. This responsibility includes cleaning up any debris and returning furniture, equipment, and materials back to their original condition and arrangement. No alterations, additions, or changes to a School Facility will be permitted without the approval of the Superintendent or his/her designee. The sponsoring group or organization and the Designated Responsible Individual shall be jointly and severally responsible for and shall pay for any damage to any School Facilities or other property. The presence of school employees on duty does not relieve such responsibility. Fees may also be charged to the group or organization if the Board must pay a security officer, supervisor, or any other employee to be in attendance at the School Facilities. The Superintendent or his/her designee may also require police for control of crowds and traffic and charge the cost to the sponsoring group or organization.
- K. **Use of Specific Equipment and/or Facilities.** The use of specific equipment such as stage lights, kitchen facilities, movie projectors, and the like must be requested and approved in advance. A cafeteria worker must be present when a kitchen is used. Likewise, school technicians (stage crew) must be assigned to operate stage equipment and school lifeguards must be assigned to monitor the use of the Natatorium. Personnel costs will be assessed per the rates listed in the fee schedule.
- L. **Financial Charges for Use of Facilities.** The Board has established a fee schedule for the use of School Facilities in accordance with Ohio Law. Fees for the use of School Facilities under Rental and Lease Agreements shall be in accordance with the fee schedule or as determined by the Superintendent or his/her designee. The rental payment for the lease of School Facilities under a Lease Agreement will be subject to the approval of the Board. Unless otherwise provided in the Rental Agreement or the Lease Agreement, all fees and payments will be due and payable prior to the use of the Facilities. Upon approval of the Agreement, any excess payment will be refunded, while any shortage will be payable after the event and will be the responsibility of the renter. Notice of cancellation must be received at least three (3) calendar days prior to the use of the facility.

The Superintendent or his/her designee shall evaluate fees for the use of the School Facilities periodically. Normally, fees will be higher for outside groups or organizations (as defined in

the "Priorities for Use of Facilities" listed below). The rental fee can include custodial services, security services, supervision or police, as needed. Charges will be according to the rates established in the fee schedule for school personnel and according to actual costs for non-school personnel.

The fee schedule will be made available as a part of the rental application, which can be found online. The Superintendent or his/her designee shall have the authority to waive or reduce any fee for any community, city, or school-sponsored group or organization if there are appropriate circumstances that warrant such consideration.

- M. **Revocation of Right to Use.** Except as may be provided in the Rental Agreement, the Board may revoke the right to use School Facilities at any time with or without notice.
- N. **Other Requirements, Rules, and Regulations.** The Superintendent or his/her designee may require special terms, conditions, and rules in any Rental Agreement or Lease Agreement if in his/her opinion such terms and conditions are necessary to protect School Facilities and/or the Board's relationship with the community. Situations that are substantially outside the scope and intent of this rule shall be submitted to the Board for its consideration.
- O. **Consequences for Noncompliance.** Any unsatisfactory experience with a particular sponsoring individual, group, or organization shall be adequate reason for refusing future application for use of School Facilities. This shall include, but not be limited to, poor care of a Facility, unpaid fees, and/or unpaid damages. Furthermore, any person who enters any of the School Facilities at any time when they are not open for use under the rules or regulations of the Board may thereafter be denied the privileges of using all School Facilities.

GUIDELINES GOVERNING APPROVAL/DISAPPROVAL OF APPLICATIONS

In addition to the Basic Requirements defined above, the following guidelines shall apply when considering requests for the use of School Facilities.

- A. **Priorities for Use of Facilities.** Priorities shall be established for the kinds of groups that have first consideration in using specific School Facilities for a specific date. Within any category of activities listed below. However, the general practice will be to grant contracts for the use of School Facilities on a "first come, first served" basis.

Upper Arlington City Schools Rental Group Categories

Group 1

Definition: Curricular and Co-curricular functions that are either related to the curriculum or directly sponsored by Upper Arlington City Schools. The exclusive purpose of these groups is to support the programs of UA City Schools. (NO CHARGE FOR THESE GROUPS)

Examples: Capstone projects, theatre, band and choral groups, interscholastic athletics, intramural athletics, clubs related to curricular activities, employee/school support groups, student government, booster groups, PTO groups, school social functions, SACC.

Group 2

Definition: City or School supported activities whose activities are student related and benefit the Upper Arlington City School District.

Examples: UA Parks and Rec, UA Swim Club, UA Interscholastic coaches whose activities directly benefit HS program but operate programs independently, employees of UACS.

Group 3

Definition: A non-profit community group who benefits goes to charity, community projects, or school projects. Their primary purpose is to serve the community with a worthwhile educational, civic, or charitable activities.

Examples: Scouting groups, Church groups, Charity organizations, Upper Arlington Chamber

Group 4

Definition: Established Upper Arlington organizations, businesses or groups of Upper Arlington residents. The group or organization must have the main office or manufacturing facility within the boundaries of The Upper Arlington City Schools.

Examples: Non-profit or profit making groups who are based inside the Upper Arlington City School District boundaries (Optimist, Birthday Parties, etc).

Group 5

Definition: Outside group or organizations whose main office or manufacturing facility is not within the school district boundaries.

Examples: Non-profit or profit making groups whose profits go directly to the individual or organization and who are based outside the Upper Arlington City School District.

B. Religious or Political Uses of Facilities. (Also see AG 2270)

1. Use of Facilities by Churches and Synagogues. Churches and synagogues may rent School Facilities for worship and religious education.
2. Use of Facilities for Religious Activities. (See Board policy regulation).
3. Use of Facilities for Citizens' Assemblies and Political Meetings. The School Facilities may be used to hold meetings of electors to discuss public questions and issues. When the Facilities are made available for use by a group of one political or social persuasion, they will also be made available for the group's counterpart.
Political meetings for the discussion of public questions and issues may not be scheduled during school hours. No facility charge is to be made for such use. Any organization or group of citizens permitted to use the properties specified in section [3313.76](#) of the Revised Code shall be responsible for any damages done by them over and above the ordinary wear, and shall, if required, pay the actual expenses incurred such as janitor service, light, and HVAC (R.C. 3313.78 & 3313.79)

- C. **Compliance with City Code and Zoning Regulations.** Groups and organizations wishing to use School Facilities will be responsible for compliance with permitted principal, conditional, and accessory uses for school facilities as defined in City zoning provisions. Likewise, applying groups and organizations are responsible for compliance with all applicable City code provisions.
- D. **School/Community Acceptance of Tenants and/or Activities.** Groups and organizations applying for a lease agreement (as opposed to a short term rental) may be required to follow specific procedures for notifying all neighbors located within one hundred (100) feet of any property line of the requested Facility. After notification, the neighbors will be given the opportunity to register concerns and ask questions. In some cases, that opportunity might be through a Board recognized committee, but in all cases will include the Superintendent or his/her designee. After receiving input, the committee and/or Superintendent or his/her designee will make a recommendation for approval/disapproval of the lease application to the Board.
- E. **Use of Screening Factors.** In addition to the basic contract requirements and the above guidelines, the Superintendent or his/her designee may consider any one or more of the following factors in approving or disapproving an application for the use of Facilities:
1. source(s) of financial support
 2. proposed use of facility
 3. special accommodations required
 4. modification of existing facility
 5. potential for extraordinary or unusual activities or users
 6. "typical" user of facility
 7. compatibility with other programs at desired facility
 8. meeting an unmet community need
 9. hazardous conditions or substances
 10. erection of signs and notices
 11. amount of desired space
 12. desired date of occupancy
 13. length of contract desired
 14. projected number using facility
 15. traffic volume and parking requirements
 16. other factors not herein listed but of sufficient merit to be included

Upper Arlington Facility Rental Use Fees (AG 7510)

FACILITY	GROUP 1 (HOURLY FEE)	GROUP 2 (HOURLY FEE)	GROUP 3 (HOURLY FEE)	GROUP 4 (HOURLY FEE)	GROUP 5 (HOURLY FEE)
Auditoriums					
High School	N/C	\$50.00	\$75.00	\$100.00	\$300.00
H.S. Little Theatre	N/C	\$25.00	\$35.00	\$50.00	\$150.00
Middle Schools	N/C	\$25.00	\$35.00	\$50.00	\$150.00
Elementary Schools	N/C	\$10.00	\$15.00	\$25.00	\$60.00
Cafeterias					
High School – with kitchen	N/C	\$20.00	\$30.00	\$40.00	\$120.00
High School - without kitchen	N/C	\$10.00	\$15.00	\$20.00	\$60.00
Middle Schools – with kitchen	N/C	\$14.00	\$20.00	\$28.00	\$84.00
Middle Schools – without kitchen	N/C	\$7.00	\$10.00	\$14.00	\$42.00
Elementary Schools -with kitchen	N/C	\$8.00	\$12.00	\$16.00	\$48.00
Elementary Schools – without kitchen	N/C	\$4.00	\$6.00	\$8.00	\$24.00
Stadium Fields and Tracks					
Marv Moorhead Stadium – with lights	N/C	\$100.00	\$150.00	\$200.00	\$600.00
Marv Moorhead Stadium – without lights	N/C	\$75.00	\$125.00	\$175.00	\$500.00
Hastings Stadium	N/C	\$50.00	\$75.00	\$125.00	\$350.00
Jones Stadium – with lights	N/C	\$75.00	\$100.00	\$150.00	\$450.00
Jones Stadium – without lights	N/C	\$50.00	\$75.00	\$125.00	\$350.00
Baseball & Softball Fields					
Varsity Baseball Field	N/C	TBD	TBD	\$60.00 per game	\$80.00 per game
Clark Field -Varsity Softball	N/C	TBD	TBD	\$60.00 per game	\$80.00 per game
Gymnasiums					
High School	N/C	\$10.00	\$15.00	\$20.00	\$60.00
Middle Schools	N/C	\$7.00	\$11.00	\$14.00	\$42.00
Elementary Schools	N/C	\$4.00	\$6.00	\$8.00	\$24.00
High School Natatorium					
	N/C	\$10.00	\$15.00	\$20.00	\$60.00
Tennis Courts – All Schools					
	N/C	\$2.00 per court	\$3.00 per court	\$4.00 per court	\$5.00 per court
Music, Art & Computer Rooms					
High School	N/C	\$10.00	\$15.00	\$20.00	\$60.00
Middle Schools	N/C	\$7.00	\$11.00	\$14.00	\$42.00
Elementary Schools	N/C	\$4.00	\$6.00	\$8.00	\$24.00
Classrooms – All Schools					
	N/C	\$4.00	\$6.00	\$8.00	\$18.00
Misc Spaces – All Schools					
	N/C	\$4.00	\$6.00	\$8.00	\$24.00
LEASE AGREEMENTS					
Indoor spaces – All Buildings	N/C	\$5.00/Sq.Ft.	\$6.00/Sq.Ft.	\$7.00/Sq.Ft.	\$8.00/Sq.Ft.

*******ADDITIONAL CHARGES FOR AFTER HOURS AND/OR SPECIAL SERVICES*******

After 11:00 PM & Before 6:30 AM, Mon-Fri Custodian Fee	Add \$35.00/hr to each rental rate above
Saturday Custodian Fee	Add \$35.00/hr to each rental rate above
Sunday Custodian Fee	Add \$48.00/hr to each rental rate above
Food Service Personnel (per person)	Add \$35.00/hr to each rental rate above
Auditorium Supervisor and/or Assistant (per person)	Add \$30.00/hr to each rental rate above
Auditorium Stage Crew	Add \$15.00/hr to each rental rate above
Natorium Personnel	Add \$30.00/hr to each rental rate above
Stadium Manager (H.S. Jones, Hastings)	Add \$45.00/hr to each rental rate above
Scoreboard Operator (Stadiums, baseball, softball field)	Add \$35.00 per game to each rental rate above
PA Announcer (Stadiums, baseball, softball field)	Add \$35.00 per game to each rental rate above
Athletic Trainer	Add \$25.00/hr to each rental rate above
Other personnel and equipment as requested	Additional charges may apply based on request

* Additional Fees for extensive set-up and/or cleanup may be assessed at the discretion of the District*