

# Oak Ridge Schools

## Office of the Superintendent



## Administrative Procedure 3.206 (A)

### Community Use of School Facilities

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## **BOARD POLICY**

*This Administrative Procedure shall serve as a supplement to Oak Ridge Schools Board Policy 3.206 Community Use of School Facilities.*

### **Procedures for Securing Permits**

Community Groups interested in using Oak Ridge Schools' facilities must have a responsible designated officer of the group make a request in writing to the appropriate office. All requests should be made **at least two weeks in advance**. The request must include the purpose of the meeting, the time of use, and the facilities and equipment to be used. If payment is required for rental or facility usage it must be received at least one week in advance of reserved date(s).

**Oak Ridge Schools  
Maintenance and Operations  
P.O. Box 6677  
Oak Ridge, TN 37831-6677  
865-425-3172**

Specific steps to be followed are:

1. If the request can be granted under the policies of this bulletin, an authorized person in the office where you placed your application will issue a written permit indicating the facilities to be used and the charges to be made.
2. The organization's representative must provide a Certificate of Insurance in the minimum amount of \$1,000,000 per occurrence and sign the "Hold Harmless Agreement for Facility Use" prior to the date(s) of use. The insurance must have a rider listing Oak Ridge Schools as an "individual insured" party.
3. If not directly associated with the Oak Ridge School System (i.e. extra-curricular or co-curricular groups), and if the requester is requesting Class 1 or Class 2 status, a copy of the group's tax exemption certificate will be required.
4. After proper approval of the Permit, one copy will be provided to the Business Office, and one copy will be provided to the Supervisor of Maintenance. All invoices for facility use will be receipted by the Maintenance and Operations Office and must be received at least one week in advance of reserved date(s) if payment is required.

## Custodial Services

**Permit holders are not to expect custodial help other than aid in the readying of the rooms to be used and seeing that facilities requested on the Permit are available.** If extra custodial services are required, it shall be stated on the Permit and the proper charge shall be made at the time the permit is used. The custodian shall not neglect his school custodial duties to assist outside groups use the building.

**Specific responsibilities of the custodian are:**

1. The custodian shall receive a copy of the Permit and shall not allow usage without user presenting original copy of the Permit.
2. After usage, the custodian shall prepare the room for school use the next day.
3. Alterations approved by the school maintenance department shall be supervised by the custodian in charge, unless he is given other instructions by the Maintenance Supervisor.

## Classification on Types of Use

### **Class I – School and School Related Organizations**

Community groups whose **exclusive** purpose is to serve the children and youth of the City and to agencies of the City government for occasional meetings are in this classification. Examples of organizations whose activities usually are included in Class I are as follows (but not limited to):

Anderson County Election Commission  
Band Parents Group  
Boy Scouts, Cub Scouts  
Boys and Girls Club  
Girl Scouts, Brownies  
Girls Inc.  
Oak Ridge Education Association  
Oak Ridge Schools Credit Union  
Parent-Teacher Associations  
School Booster Clubs  
TSSAA

When non-school groups in the above classification request the use of facilities after hours of operation (later than 9 PM) or anytime during a weekend they will be responsible for associated utility costs. Overtime pay for school custodians, requests for special services, or use of special equipment will incur appropriate charges for Class I users at the rates given in the attached lists. The Superintendent's Facility Rental Committee shall decide the Class in the event that an applicant has a discrepancy with Class placement or fees. All groups must notify the office of Maintenance and Operations in advance if they wish to use special school equipment and receive written permission authorizing each respective request.

### **Class II – Non-Profit and Other Community Groups Offering Programs Which Enrich the Civic and Cultural Life of the City, and Occasional Special Requests of the City Manager for Community Use**

Non-profit and other community groups will not be charged for the use of school facilities when the activities involved are open to the public and when any admission charges are solely for the purpose of supporting and extending the community services of a recognized IRS Code Section 501C-3 organization. If requesting Class II status a copy of the state or federal certificate of exemption must be on file at the time of the request. Class II will be responsible for utility costs for after hours (later than 9 PM) and or weekend use. The Superintendent's Facility Rental Committee shall decide the Class in the event that an applicant has a discrepancy with Class placement or fees. Overtime pay for school custodians, requests for special services, or use of special equipment

will incur appropriate charges for Class II users at the rates given in the attached lists. All groups must notify the office of Maintenance and Operations in advance if they wish to use special school equipment and received written permission authorizing each respective request.

Examples of organizations whose activities usually fall under this classification are as follows (but not limited to):

- Oak Ridge Civic Ballet Association
- Oak Ridge Civic Music Association
- Oak Ridge Community Orchestra
- Oak Ridge Community Band
- Oak Ridge Children's Show choir
- League of Women Voters

**Class III – Other Activities Sponsored by Community Groups**

When community groups request the use of school facilities for purposes other than indicated under Class I or II, charges shall be made as listed under Rate Schedule for Permits. Class III is not exempt from payment in any one category. Class III will also be responsible for utility costs for after hours and or weekend use. The Superintendent's Facility Rental Committee shall decide the Class in the event that an applicant has a discrepancy with Class placement or fees. When a community group sponsors activities for the benefit of its members only (dances, receptions, etc.) the activity shall be included under Class III. No private business and industrial firms shall be granted the use of school facilities for a direct and private commercial purpose or promotion.

**Oak Ridge Schools  
Rate Schedule for Permits**

**(Other Activities Sponsored by Community Groups)**

**Hourly charges listed are effective 11/25/08, revised 08/24/10 and 6/23/14, and cover times only when custodians are regularly on duty. If not meeting the above specific criteria outlined in Class I, Class II or Class III, additional charges may apply.**

Oak Ridge Schools Rental Fees					
<b>Effective : 6/23/14</b>					
<b>All charges listed are Class III or the sites do not qualify for discounted rates.</b>					
Site	High School	Middle	Elementary		
<b>Cafeteria</b>	<b>\$55.00</b>	<b>\$40.00</b>	<b>\$30.00</b>	<b>Per Event</b>	
<b>Kitchen(FS staff required)</b>	<b>\$45.00</b>	<b>\$35.00</b>	<b>\$25.00</b>	<b>Per Event</b>	
<b>Gymnasium (Includes showers, dressing rooms, restrooms, concession stands)</b>	<b>\$65.00 B-gym only</b>	<b>\$40.00</b>	<b>\$25.00</b>	<b>Per Hour</b>	
	<b>\$195.00 B-gym only</b>	<b>\$120.00</b>	<b>\$75.00</b>	<b>4 Hours</b>	
	<b>\$390.00 B-gym only</b>	<b>\$240.00</b>	<b>\$150.00</b>	<b>8 or more hours</b>	
<b>Auditorium</b>	<b>\$65.00</b>	<b>\$35.00</b>	<b>N/A</b>	<b>Per Hour</b>	
	<b>\$195.00</b>	<b>\$105.00</b>	<b>N/A</b>	<b>4 Hours</b>	
	<b>\$390.00</b>	<b>\$210.00</b>	<b>N/A</b>	<b>8 Hours</b>	
	<b>\$650.00</b>	<b>\$350.00</b>	<b>N/A</b>	<b>12 Hours or Full Day</b>	
<b>Conference Room</b>	<b>\$15.00</b>	<b>N/A</b>	<b>N/A</b>	<b>Per Hour</b>	

(Large / SAB)	\$45.00		N/A	N/A	4 Hours
	\$90.00		N/A	N/A	8 or More Hours
Conference Room (regular / Schools)	\$10.00		\$10.00	\$10.00	Per Hour
	\$30.00		\$30.00	\$30.00	4 Hours
	\$60.00		\$60.00	\$60.00	8 or More Hours
Band & Chorus Rooms (restricted to organized music groups with special permission)	\$15.00		\$15.00	N/A	Per Hour
Computer Lab (Lab Tech Required)	\$15.00		\$15.00	\$15.00	Per Hour
Classroom	\$10.00		\$10.00	\$10.00	Per Hour
Classroom (2-5)	\$15.00		\$15.00	\$15.00	Per Hour
Classroom (6-10)	\$30.00		\$30.00	\$30.00	Per Hour
Classroom (more than 10)	\$75.00		\$75.00	\$75.00	Per Hour
Athletic Camps Sponsored by ORS Coaches (WCA, RMS, JMS, or any Elementary site)	\$40.00		\$20.00	\$15.00	Per Event
Athletic Department Sponsored Camps (B- gym )	\$20.00		N/A	N/A	Per Event
Wildcat Arena - General (Limited Availability for Rental)	\$100.00		N/A	N/A	Per Hour
	\$300.00		N/A	N/A	4 Hours
	\$600.00		N/A	N/A	8 Hours
	\$900.00		N/A	N/A	12 Hours or Full Day
Ben Martin Track	\$250		N/A	N/A	Per Event
Soccer Stadium	\$250		\$50	N/A	Per Event
Amphitheater Classroom (Tech Required)	\$45.00		N/A	N/A	Per Hour
Parking Lot	\$55.00		\$45.00	\$35.00	Per Day
Per Diem Utility Recovery Cost (when applicable)	\$20		\$15	\$10	Per Day
Custodial	\$35.00		\$35.00	\$35.00	Per Hour
Auditorium Tech	\$20.00				Per Hour
Score table operator (student)	\$10.00		\$10.00		Per Hour
Other charges may apply for special request					

## Additional Charges to Non-School Groups

1. There will be a \$15.00 Administrative Fee charged for each permit issued. Applies to Class I, Class II and Class III.
2. There will be a \$ \$20.00 Administrative Fee charged for each request to revise an existing Permit (changing the date and or time, addition of dates and/or times). Applies to Class 1, Class II, and Class III.
3. Unless the proper representative in the office where the Permit was obtained (Office of Maintenance and Operations) is notified in writing (72) hours in advance to cancel a Permit, payment of full balance of permit charge will be required. Confirmation of the cancellation request must also occur for the request to be honored. Applies to Class 1, Class II, and Class III.
4. Custodial overtime – for overtime service, custodial charges shall be one and one-half the current rates for custodians. (\$35.00 per hour as determined necessary by the Maintenance Department and not the requester) (The only exception is for use of the auditorium at Oak Ridge High School – there is an Auditorium Technician assigned for facility use issues, and therefore a charge will be made at the current regular hourly rate of pay for the auditorium technician for all auditorium rentals which is \$20.00 per hour.) Applies to Class II, and Class III.
5. Special custodial services – if custodial services are required beyond those performed by custodian regularly on duty at the school, an additional charge at current rates shall be made. Examples of special services include rearrangement of furniture or additional furniture in large rooms (such as cafeteria), setting up gymnasiums with folding chairs, etc. at a rate of \$35.00 per hour for custodial work. Applies to Class 1, Class II, and Class III.
6. Only school personnel designated by the schools concerned may operate the equipment located in the facility. Special arrangements for an operator must be made with the school concerned.

\*A cafeteria employee must be paid time and one-half during hours of usage of a dining area for food preparation, or involving any and all work near or around food preparation equipment, such as refrigerators, coolers, and ovens, etc. The rate will be \$32.00 per hour.

*NOTE: Cafeteria kitchens are not available except by school food service personnel.*

**\*\*An Oak Ridge Schools' Computer Technician must be paid time and one-half during hours of usage of computer labs during hours of usage of a computer lab. NOTE: Computer labs are not available except when accompanied by school computer technician.**



Date Permit  
Issued:

## Oak Ridge Schools Agreement and Permit for Facility Use

Permit Number: \_\_\_\_\_

OAK RIDGE SCHOOLS agrees to allow Lessee to use this school owned facility on the date(s) and time(s) as outlined below. Throughout this agreement, User will be referred to as the Lessee.

School Facility \_\_\_\_\_ Room Number \_\_\_\_\_

Specific Date(s) and Time(s) Included On This Permit:

Other Special Conditions:

Event/Activity:

1. The Lessee agrees to honor and enforce the facility rules and guidelines as outlined on the front and back of this Agreement.
2. It is recognized that Oak Ridge Schools is not responsible for the planning, development, or supervision of this event and subsequently, the schools shall be held harmless for and from any claims of every nature whatsoever for personal injury or property damage that stems from the Lessee's activities.
3. Lessee agrees to furnish to Oak Ridge Schools a Certificate of Insurance in the minimum amount of \$1,000,000 per occurrence as outlined in Hold Harmless Agreement prior to the date(s) of use.
4. Lessee agrees to provide Oak Ridge Schools with signed "Hold Harmless Agreement for Facility Use" prior to the date(s) of use.
5. There will be a \$20.00 Administrative Fee for each revision and/or cancellation of a Permit.
6. Organizations which find it necessary to cancel permits must notify the proper representative in the office where the Permit was obtained (Supervisor of Maintenance and Operations) IN WRITING seventy-two (72) hours in advance or forfeit charges.

Lessee Information	
User Group/Organization Name	Classification
Address:	
Telephone:	Business Residence
<p><i>My signature below confirms that I have read, understand, and agree to the "Rules and Regulations" on the Back of this Permit and Accept Full Responsibility for the Use Listed Above.</i></p>	
Signature	Date

### OAK RIDGE SCHOOLS

By: \_\_\_\_\_  
Supervisor of Maintenance and Operations



Please review permit carefully, sign and return to the office of origination: **Oak Ridge Schools, Maintenance and Operations P.O. Box 6677 Oak Ridge, TN 37831-6677 Phone: 865-425-3171** NOTE: Please attach Certificate of Insurance, Certificate of Tax Exemption, and signed Hold Harmless Agreement to Permit

## Agreement for Facility Use and General Regulations – Facility Permit, Page Two

All community use of school facilities is to be arranged with the understanding that it should not result in excessive heating or cooling costs as related to energy demand above and beyond normal operations.

1. Activities officially sponsored by the Oak Ridge Schools shall have first priority on the use of school facilities. Second consideration will be given to local non-profit organizations who have documented 501(3)(C) status. All other request will be processed in the order in which they were received. Any scheduling conflicts will be resolved by the School Principal and Superintendent of Schools or his designee. Community use shall be scheduled at a time and in a manner that does not interfere with other school use.
2. When a scheduling conflict occurs between local non-profit organizations due to multiple non-school requests to use a school facility, only one request, per community group or organization, will be honored in an effort to support all community organizations and groups.
3. Community use of facilities shall not be scheduled while school is in session, except in special circumstances approved by the School Principal and Superintendent of Schools or his designee.
4. Determination of who may use school facilities and the specific charges to be made rests with officials of the Oak Ridge Schools.
5. Outside groups using school facilities are responsible for proper supervision of their activities, for observance of all fire and safety regulations, for adequate police protection, and for payment for any damage to school property through their use. The Board of Education accepts no responsibility for loss of personal property or liability for injury to persons or property involved in community use of school facilities.
6. All functions shall end no later than 9:00 p.m. and all occupants must be out of the building by 10:00 p.m., unless special permission is granted.
7. The school system reserves the right to cancel community use without liability to the Board of Education.
8. Organizations which find it necessary to cancel permits must notify the proper representative in the office where the Permit was obtained (Office of Maintenance and Operations) IN WRITING seventy-two (72) hours in advance or forfeit charges.
9. Alterations to school facilities – including attaching of decorations and displays to walls, floors and equipment – are prohibited, unless special permission has been secured. Also prohibited are: construction on school property and installation of special service facilities (electrical lighting, etc.). In all instances where special permission is granted, work must be approved by the maintenance Supervisor of the Oak Ridge Schools.
10. A community group may request permission to have a licensed contractor make a temporary change to a school facility. Such requests must be made in writing and provide a clear explanation of the requested facility change. The following conditions must be met:
  - A. A written explanation of the requested alteration.
  - B. The name of the licensed contractor or company that will perform the requested alteration, as well as the company's proof of licensure and insurance to cover potential damage.
  - C. The name of the community group that is requesting and taking financial responsibility for the requested alteration or potential damage.
  - D. Written documentation that the requested temporary alteration will not damage the facility.
  - E. A schedule of when the alterations will be completed and removed.
  - F. Please be reminded that community groups and organization members are not authorized to make temporary or permanent changes to a school facility.
11. Cafeteria kitchens and dining areas are to be used for preparing and serving food only for school or school-related purposes.
12. The use of tobacco products of any kind, alcoholic beverages, drugs, profane language, or gambling in any form is not permitted on school property.
13. No groups using auditoriums will be permitted to sell refreshments (soft drinks, candy, popcorn, etc.) in the auditorium.
14. Permission for church use of school facilities to conduct religious services shall be granted only in emergency and special situations and on a temporary basis. All such uses will be at Class III rates.
15. No meeting shall be held in a school building for purposes of advancing any doctrine or theory subversive to the State of Tennessee or the United States of America or for the purpose of advocating or inciting violence.
16. The Board of Education prohibits Class I use of school facilities for youth social clubs or youth groups which are not organized under regular and continuing adult supervision or any school group that proposes to use facilities for the express purpose of raising funds for non-school, personal purposes, or individual gain; however this regulation does not expressly forbid use by such groups under Classifications II and III.
17. (Anytime *beginning* after 9:00 PM) No non-school group using such facilities may do so on a permanent basis (that

is, every Tuesday night); however, this should not be interpreted to eliminate the granting of permits for use on several consecutive nights.

18. Permission to use dressing rooms, ticket office, projection booth and special equipment shall be obtained at the time space is reserved. Access to such facilities may require additional cost.
19. Class III groups, as well as other groups when deemed required will be required to pay utility recovery costs at a rate or \$20.00, \$15.00, or \$10.00 per hour based on the building requested when renting on a weekend or outside building hours.
20. When use of any school facility is scheduled when custodians/supervisors are not on regular duty in the building, charges shall include overtime payments for custodial services.(\$35.00 per hour as determined necessary by the Maintenance Department and not the requester) (The only additional exception is for use of the auditorium at Oak Ridge High School – there is an Auditorium Technician assigned for facility use issues, and therefore a charge will be made at the current regular hourly rate of pay for the auditorium technician for all auditorium rentals which is \$20.00 per hour.)
21. School system computer technicians shall be employed at time and half rates (\$40.00 per hour) when school computer labs are rented.
22. Cafeteria employees must be paid time and one-half during hours of usage of a dining area for food preparation, or involving any and all work near or around food preparation equipment, such as refrigerators, coolers, and ovens, etc. The rate will be \$25.00 per hour.
23. Facility use shall not be scheduled during school holidays, breaks or vacation periods without prior approval of the School Principal and Superintendent of Schools or his designee.
24. The use of school gymnasiums for programs involving animals or animal performance is forbidden.

## HOLD HARMLESS AGREEMENT FOR FACILITY RENTALS

This Agreement entered into as of the date of the respective signatures of the representatives of the entities hereinafter names, by and between Oak Ridge **SCHOOLS** and \_\_\_\_\_ (Hereinafter referred to as Lessee).

### WITNESSETH:

In consideration of **Oak Ridge Schools** allowing **NAME OF USER GROUP** (name of Lessee) to conduct certain special events and activities upon property owned by Oak Ridge Schools, specifically **Name of Activity** to be held at **Oak School and Room to be Used on Date(s)** on the dates and times as shown as shown on **Permit Number** \_\_\_\_\_ and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Lessee (user) does hereby agree to indemnify and hold harmless Oak Ridge Schools for and from any and all claims of every nature whatsoever for personal injury and damages to property, for and from occurrences upon property owned by Oak Ridge Schools arising out of participation in Lessee (user) sanctioned activities.
2. Lessee (user) further agrees to procure and to cause to remain in full force and effect adequate liability insurance coverage regarding Lessee (user) activities on School property, said liability insurance to be in the minimum amount of \$1,000,000 per occurrence. Same shall provide that Oak Ridge Schools be an additional named insured there under. Lessee (user) shall cause to be furnished to Oak Ridge Schools a Certificate of Insurance in compliance with above stated requirements.
3. Lessee (user) further agrees that in conducting its activities on property of Oak Ridge Schools that it shall for itself, its agents, employees and participants at all times be subject to and adhere to all rules and regulations of Oak Ridge Schools, and all Ordinances of City and State.
4. Lessee (user) further agrees that it shall require all participants, vendors, and corporate sponsors to execute waivers wherein all rights of action or claims against Oak Ridge Schools for injuries or damages sustained by any participant in activities conducted on Oak Ridge Schools' property shall be waived.
5. In the event any action is brought against the Oak Ridge Schools by any person for injuries or damages occasioned upon Oak Ridge Schools' property and/or resulting from this special event, in addition to the provisions hereinabove set forth, Lessee (user) agrees to be liable for and indemnify Oak Ridge Schools from any and all expenses incurred by Oak Ridge Schools in defending said action and to pay all costs and/or judgments which ultimately might be assessed or adjudged against Oak Ridge Schools which are in excess of the liability insurance coverage hereinabove provided. In addition

Lessee (user) will name the Oak Ridge Schools as an additional insured on their liability policy and a certificate of the policy will be provided to the Maintenance and Operations Office of Oak Ridge Schools.

WITNESS OUR HANDS for effective date of \_\_\_\_\_, 20\_\_.

**Oak Ridge Schools, Maintenance and Operations P.O. Box 6677 Oak Ridge, TN 37831-6677 Phone: 865-425-3171**

BY \_\_\_\_\_  
Supervisor of Maintenance and Operations

**Name of User**  
Lessee (User)  
Address of User

BY \_\_\_\_\_  
**Authorized Representative of User Group**