

## Community Use of School Facilities

### Section A - Introduction

The ~~Board of Education believes that the~~ facilities of the Glenbrook High Schools have been constructed and are maintained primarily for the purpose of educating the students of the high school district. However, when not in use for that purpose, the Board of Education believes it is in the public interest to make some of the district's facilities available to ~~outside~~ organizations for the conduct of activities ~~that~~~~which~~:

1. are consistent with state statutes;
2. are consistent with the purposes of the school;
3. do not interfere with the regular operation of the school; and
4. are of benefit to the district.

District programs and activities shall always have priority for use of district facilities over ~~requests from outside non-school~~ organizations.

### Section B - Approval Authority

1. The school principal or his/her designee or the district director of operations in the case of a district non-school facility shall have the authority to approve use-of-facilities requests consistent with Section A, provided the following criteria are satisfied:
  - a. The ~~entity sponsor~~ is a not-for-profit organization pursuant to the State of Illinois law;
  - b. The ~~entity sponsor~~ maintains current ~~tax-exempt~~ status pursuant to section 501(c)(3) of the Internal Revenue Code or recognition as a political subdivision of the State of Illinois pursuant to Article VIII of the Constitution of the State of Illinois (e.g. municipal entity);
  - c. The ~~entity sponsor~~'s headquarters lies within the district's boundaries;
  - d. 50% or more of the ~~entity sponsor~~'s participants reside within the district's boundaries; and
  - e. The use shall be for one of the following purposes:
    - i. Charitable;
    - ii. Civic;
    - iii. Cultural;
    - iv. Educational;

- v. Governmental;
  - vi. Recreational; and
  - vii. Religious.
2. The superintendent or his/her designee shall have the authority to (a) unilaterally disapprove a request that the school principals or the district director of operations do not have the authority to approve, or (b) recommend that the Board of Education approve such request.
  3. Requests that are not described under Section B, Subsections 1 and 2 can only be approved by the Board of Education. The Board shall consider the significance of the contribution of any such proposed request to the community served by the school district.
  4. Requests from substitute or surrogate sponsors shall not be approved.

Section C - Rental and Out-of-Pocket Expense Rates

Rental rates and out-of-pocket expense rates (e.g. hourly rates for personnel services, and other charges) shall be submitted by the assistant superintendent for business services prior to the start of each fiscal year and approved by the Board annually.

Out-of-pocket expenses cannot be reduced or waived without the approval of the Board of Education.

Rates for the use of facilities shall be determined based on the following classifications:

<b>Facility Use Charges</b>	
<p><b>CLASS I:</b> District approved organizations and student activity groups</p>	<ul style="list-style-type: none"> <li>● Entity will not be assessed facility rental fees.</li> <li>● Entity will be assessed the full cost of any out-of-pocket expenses incurred by the district.</li> </ul>
<p><b>CLASS II:</b> Public elementary schools, park districts, and other local tax-supported entities</p>	<ul style="list-style-type: none"> <li>● Entity will not be assessed facility rental fees.</li> <li>● Entity will be assessed the full cost of any out-of-pocket expenses incurred by the district.</li> </ul>

<p><b>CLASS III:</b> Section 501(c)(3) entities</p>	<ul style="list-style-type: none"> <li>● Entity will be assessed facility rental fees at 50% of the current facility rental rates.             <ul style="list-style-type: none"> <li>○ Facility rental fees may be reduced or waived if any admission or participation fees do not exceed the actual costs to operate the program.</li> <li>○ Requests to reduce or waive rental fees must be submitted in writing at the time the rental request is submitted.</li> <li>○ Financial records of the entity supporting the request to reduce or waive rental fees must be submitted to the Assistant Superintendent for Business Services / CSBO at the time the rental request is made.</li> </ul> </li> <li>● Entity will be assessed the full cost of any out-of-pocket expenses incurred by the district.</li> </ul>
<p><b>CLASS IV:</b> Any other entity authorized under this policy that is not listed above in Class I, II, or III</p>	<ul style="list-style-type: none"> <li>● Entity will be assessed facility rental fees at current facility rental rates.</li> <li>● Entity will be assessed the full cost of any out-of-pocket expenses incurred by the district.</li> </ul>

	Activity Purpose	
	Free <del>ff</del> Rental Rate Category	Charging <del>ff</del> Rental Rate Category*
<del>CLASS I:ff District approved organizations and student activity groups</del>	A	A
<del>CLASS II:ff Public elementary schools, park districts, charitable tax exempt groups (as defined in Section B), and other tax supported organizations</del>	A	B
<del>CLASS III:ff Any other organization authorized under this policy that is not listed above in Class I or II</del>	B	C

~~\* Charging is defined as any activity for which a fee or contribution is required for admission or participation.ff~~

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~~Rental Rate Category A – No charges will be assessed for facility rentals. Organizations will be assessed the full cost of any out-of-pocket expenses incurred by the District (e.g. personnel services, additional equipment or supplies required for the rental).~~¶

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~~Rental Rate Category B – Organizations will be assessed the current facility rental rates, and extended a 50% discount. Organizations will also be assessed the full cost of any out-of-pocket expenses incurred by the District (as described above).~~¶

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~~Rental Rate Category C – Organizations will be assessed the current facility rental rates. Organizations will also be assessed the full cost of any out-of-pocket expenses incurred by the District (as described above).~~

Section D - Liability Insurance Requirements

1. All ~~entities~~organizations renting facilities shall be required to execute the district’s facility rental agreement, and demonstrate required liability insurance coverage.
2. All facility rental agreements and supporting liability insurance documentation may be reviewed by the school district’s legal counsel prior to execution. Any expenses incurred by the district for a legal review will be paid for by the renter.
3. The Board of Education may require an ~~in renter~~outside organization to procure a separate liability policy from the school district’s designated provider. Any expenses incurred by the district for a separate liability policy will be paid for by the renter.
4. Upon any ~~entity~~organization’s use of school district facilities, the renter shall,
  - a. as a condition precedent to using the school district facilities, name the school district, its Board of Education, members, officers, agents, and employees as additional insureds, on a primary and noncontributory basis on all insurance required by the school district; and
  - b. ~~The renter is further required to protect, defend, indemnify, save and hold harmless and reimburse the school district, its Board of Education members, officers, agents and employees from and against any and all loss, claims, lawsuits, liability, expenses, of any kind and nature whatsoever, including reasonable attorneys’ fees and costs, that which the school district may incur arising out of or in connection with any claimed damage to, loss or destruction of property of the school district or of others or because of claims, demands, lawsuits, actions, settlements, or judgments whatsoever for bodily injury, sickness or disease, including death, sustained by any person resulting from or in connection with or by reason of the use of said school district facilities by the organization or its guests or invitees, or those of any organizations for which an agent has signed this Agreement, including any such claim or proceeding based in whole or in part on any alleged negligence, strict liability, contribution, indemnity or other allegation against the school district. The Board of Education intends this indemnification to be given its broadest application to all claims; and.~~
  - c. ~~If renter requires additional work or assistance from the school district or its employees, renter agrees that it will defend, indemnify, and hold harmless the school district, its Board of Education, members, officers, agents, and employees from and against any and all loss, claims, lawsuits, liability, expenses, of any kind and nature whatsoever with~~

~~respect to the rental, as required under Section D, Paragraph 4. Such defense, indemnification, and hold harmless shall apply regardless of the claim and shall remain in effect even in the event the claims are based on the district or employee's own negligence.~~

Section E - Miscellaneous

1. The superintendent is directed to develop procedures for the use of school facilities consistent with this policy.
2. Employees are not permitted to provide professional services to an outside organization in conjunction with a facility rental that is not part of the approved rental agreement, without prior approval from the assistant superintendent for business services.
3. No facility rental agreement term shall exceed a period of six consecutive months. Applications for subsequent facility rental agreements may be submitted under the terms of this policy.
4. The Board of Education and the administration may at any time cancel or suspend without liability any facility rental agreement whenever, in the reasonable judgment of the Board or its administration, the use presents a safety concern or is otherwise not in the best interest of the district.

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