



Community Use of District Facilities Brandywine School District

A. GENERAL STATEMENT & DEFINITIONS:

The Brandywine School District encourages the use of District facilities and equipment by individuals and groups consistent with Delaware law (14 *Del. C.* § 1056). Use of District facilities and equipment by outside groups may not interfere with the education of District students. The District must ensure that costs incurred as a direct result of such use are borne by the User and not the District, per the Code.

B. CATEGORIES FOR CLASSIFYING FACILITY USERS:

1. All users will be classified into one of two categories for purposes of determining building use fees.
2. The classification category for each facility user will be evaluated for each application received.
3. The classifications will be reviewed on an on-going basis.

C. Category 1: NO FACILITY RENTAL FEES— “FREE USE”:

1. Category 1 includes any recognized organization that does not charge their members, or others to attend the event.
2. Facility Rental Fees will not be charged to Category 1 Users, but personnel fees for custodial coverage and utility surcharge fees for building use outside of normal operating hours will be charged for non-Brandywine groups. Any other out-of-pocket costs incurred by the District, including costs for repairing damages, will be passed on to these Users. In addition, Category 1 users will be responsible for a fee when using specialized areas (such as auditoriums and swimming pools) and these will be identified when approving the application.
3. Examples of Category 1 Users include but are not limited the following:
 - Groups directly associated with Brandywine School District conducting enrichment or athletic activities for school-age children. (For example: school and parent groups such as PTA/PTO, booster clubs, student clubs, and school teams.)
 - Non-profit organizations conducting activities FOR Brandywine community members- (For example: Boy Scouts of America, Girl Scouts of America, Boys and Girls Clubs, youth athletic organizations.)
This does not apply to non-profit groups that are *charging* for admission.
 - District departments conducting staff development, in-service activities, and job-related training classes and union organizations conducting activities for District personnel.

D. Category 2: FULL FACILITY RENTAL FEES:

1. All users not described under Category 1.
2. Facility Rental Fees will be charged to Category 2 Users, including personnel fees for custodial coverage and utility surcharge fees for building use outside of normal operating hours. Any other out-of-pocket costs incurred by the District, including costs for repairing damages, will also be passed on to these Users.

Questions about this Regulation should be addressed to the Department of Support Services at 1311 Brandywine Blvd., Wilmington, DE 19809 or facilityuse@bsd.k12.de.us



Rules

Community Use of District Facilities Brandywine School District

A. GENERAL RULES:

1. School activities take precedence over any external groups use of school facilities.
2. Any violation of these regulations will result in the suspension of building use privileges throughout the District.
3. Users are required to file an online Facilities Use Application and must have a copy of their Facility Use Application and approval in their possession when on-site.
4. The use of school facilities is limited to the specific area for which permission has been granted.
5. Users may not store materials on-site unless arrangements have been made in advance with the school administration and Chief Custodian and written approval has been received.
6. A designated District employee is required to be present for use of school equipment such as lighting and sound systems. Charges for this employee will be in addition to any rental fees and will be determined at the time of application approval.
7. All activities shall be strictly supervised by the responsible group or organization.
8. Group or organization must have a business license if charging fees.
9. No equipment may be installed without specific written approval of the school administration. Any equipment to be brought on-site must be specified in the User's Application.

B. INDEMNIFICATION AND INSURANCE:

1. By making application and using District facilities and/or equipment, the User agrees to indemnify and hold harmless the Brandywine School District for any accident to any occupants of the building or grounds during the period of use. The Board accepts no responsibility for loss of personal property or injury to participants. A current Certificate of Insurance form is required from all groups prior to use of school facilities.
2. The User will provide the School District with a Current Certificate of Insurance Completion of ACORD Certificate of Insurance.
The following insurance types and limits required:
 - Commercial General Liability or Special Event Liability Insurance written on an occurrence basis with Limits of Liability of not less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. The Policy shall be endorsed with the aggregate limit to apply on a per project and per location basis; provide for a Waiver of Subrogation in favor of the School District and name **Brandywine School District** as Additional Insured and so indicate in either the applicable block or the remarks block of the Certificate of Insurance. Please do not list individual schools.

- If the renter has Employees, Workers Compensation with Employer's Liability Limits of not less than \$500,000 Each Accident, \$500,000 Policy Limit for Occupational Disease and \$500,000 Each Employee for Occupational Disease will be required. The policy shall be endorsed with a Waiver of Subrogation in Favor of **Brandywine School District** with wording so indicating in the remarks block of the Certificate of Insurance.
- Other Insurance may be required depending on the nature of the Facilities use. Each Application will be evaluated, based on the reason for requesting use of the facility.
- Groups of individual residents that do not have liability insurance may qualify for Release of Liability Waivers based on approval from Support Services. If approved, Release of Liability Waivers will be required for each person who will be attending the event. These waivers will be provided to the User from Support Services.

C. CUSTODIAL COVERAGE:

1. A custodian must be on duty at all times that District facilities are in use, except for practice field use. Charges for custodians' time outside of their regularly scheduled hours will be in addition to any rental fees. Overtime rates will be applicable outside of custodians' regularly scheduled hours.
2. For facility use approved outside of regularly scheduled custodial hours, the building will be opened by a custodian **½ hour before the approved scheduled starting time, and the User will be billed for the custodian's time at overtime rates accordingly. Normally the User will be billed for ½ hour of custodial time after the scheduled end time to allow for clean-up.** If more than ½ hour of custodial time is required for clean-up, the User will be billed after use and payment will be due within 14 days of receipt of the invoice from Support Services.
3. Any set-up requirements requested by the User (e.g. moving of tables) must be provided to the school and emailed to facilityuse@bsd.k12.de.us and the User will be billed for the custodial time required for set-up. Generally, equipment (tables, chairs, etc.) will be limited to what is available in the room requested.
4. Use of school facilities when school is in session must cease no later than ½ hour before the custodial shift ends, or the User will incur additional custodial charges, and payment will be due within 14 days of receipt of the invoice from Support Services.
5. Charges may be applied to a User for custodial services even though use of the facility occurs during hours when a custodian is normally present, if the custodian is diverted from his/her regular duties to meet the needs of the User. Payment for additional custodial charges will be due within 14 days of receipt of the invoice from Support Services.
6. Users are welcome to review usage with a custodian prior to departure, after departure all charges are final.

D. CARE OF FACILITIES:

1. Users must supply adequate supervision to insure proper care of school facilities and are responsible for leaving the facility in good condition.
2. Users will be held responsible for any damage that occurs to school facilities and equipment. Fees for damages incurred during use of the facility must be paid by check or money order within 14 days of receipt of the District's invoice for damages.
3. No adjustments or alterations may be made to existing equipment without specific written approval from school administration and Chief Custodian. Users will be held responsible and charged for any damage incurred.
4. No food or drinks may be taken into the gymnasiums, auditoriums, libraries, and other areas as identified by the school administration and Chief Custodian.
5. The installation of decorations, posters, etc., must conform to the District's safety and fire regulations, and nothing shall be fastened to the building in such a manner that will mar the finish. Decorations may not cover Exit lights, smoke detectors, sprinkler heads, AED devices, fire extinguishers, or Exit doors. All decorations, posters, etc., are to be removed and disposed of by the group responsible for their installation.

E. SAFETY AND PROTECTION OF SCHOOL PROPERTY:

1. All federal, state, and local rules and regulations must be observed by Users.
2. Keys (including keys for gates, sheds, etc.) will not be issued to Users.
3. The use of tobacco products, alcohol and illegal/illicit drugs is prohibited on school property at all times.
4. Parking is permitted in designated areas only. Vehicles may not park in Fire Lanes.
5. All Exits and passageways must remain clear.
6. Exterior doors may not be propped open.
7. Users must familiarize themselves with multiple means of egress from the building.
8. Users must remain in the area approved for use and may not enter other areas of the building.
9. The use of open flames is strictly prohibited.
10. The district reserves the right to require an organization to secure and pay for additional services such as police coverage or security.

F. GENERAL RULES FOR ATHLETIC FIELDS, SWIMMING POOLS & KITCHENS:

1. Athletic Field Usage

- a. No improvements or changes may be made to athletic fields without first receiving written approval from the building administration and Chief Custodian.
- b. All trash and debris must be removed from practice fields and placed in appropriate receptacles after field use or additional clean-up charges will be assessed to the User.
- c. Approval for use of athletic fields does not include access to school buildings for use of restroom facilities. Therefore, Users may be required to arrange for and pay for portable toilets on-site. Delivery and placement of portable toilets must be coordinated with and approved by the Chief Custodian.
- d. Users must remove all athletic equipment at the end of each season unless the building administration and the Chief Custodian agree to other arrangements in writing (subject to change due to District needs).
- e. The district reserves the right to cancel the use of its fields during and following inclement weather if such use could damage the District's fields.
- f. **It is the organizations responsibility to monitor www.brandywineschools.org for any weather related cancellations. Organizations utilizing sports fields are responsible for monitoring school sports websites for updates.**

Brandywine HS - www.bulldogssports.com

Concord HS - www.raiderssports.com

Mt. Pleasant HS - www.greenknightssports.com

2. Swimming Pools:

- a. The User must ensure that a certified lifeguard with CPR and first aid training is on duty at all times that the pool is in use. The lifeguard must meet the following training requirements and provide documentation of such as per the State of Delaware Division of Public Health:
 - Current certification in American Red Cross, American Heart Association or National Safety Council (NSC) Cardiopulmonary Resuscitation (CPR), or approved equivalent, that includes training in adult CPR, Child CPR and infant CPR.
 - Current certification in American Red Cross First Aid or approved equivalent.

3. Kitchen Facilities:

- a. The use of school kitchens or kitchen equipment must be coordinated with the manager of nutrition and will result in additional fees.

4. Auditoriums:

- a. All users requesting access to audio/visual items such as sound and lighting boards are required to hire a district approved/trained operator. Confirmation of dates and fees will be arranged directly with the operator.

G. CANCELLATIONS:

1. In cases when a conflict with a school event occurs, the District may reschedule the building use. The District will give the User as much advance notice as possible in the event that an approved building use must be rescheduled.
2. In the event of cancellation by the User, at least 48 hours notice is required or the User may incur charges. Users may cancel at anytime by logging in to www.schoolrentalsde.com . In the event of a no-show by the User, the group will be responsible for reimbursing the District for a minimum of two hours of custodial time. If HVAC has been scheduled, the User will also be responsible for those charges.
3. No school facilities may be used on a day that schools have been closed due to emergencies. This includes days when schools have been dismissed early because of emergencies. During periods of inclement weather, scheduled Users should check the District website or listen to the radio for possible school closings. Charges will be refunded in the event of a District cancellation of facility usage.
4. The District may cancel after hours/weekend facility use in cases of **emergencies or** inclement weather. Charges will be refunded in the event of a District cancellation of facility usage. Users may incur additional charges if inclement weather results in additional services (ie. Salting, plowing) and these will be discussed with the USER prior to the event.
5. The district reserves the right to cancel the use of its fields during and following inclement weather if such use could damage the District's fields.

Questions about this Regulation should be addressed to the Department of Support Services at 1311 Brandywine Blvd., Wilmington, DE 19809 or facilityuse@bsd.k12.de.us



Application Procedures

Community Use of District Facilities

Brandywine School District

A. APPLICATION PROCESS:

1. An organization must first complete an organization profile to be reviewed for approval at www.schoolrentalsde.com . Once approved, organizations will have the ability to submit requests for building rentals.
2. An Application for Use of School Facility must be completed online at www.SchoolRentalsDE.com for the building that the individual or group wishes to use, at least 30 days prior to the requested date of use. The District may refuse applications that are not received 30 days prior to the requested date of use.
3. Renewal applicants will be given first right of refusal.
4. No facility use may take place until user receives confirmation of approval.
5. An appropriate Certificate of Insurance **must** be uploaded with the organization profile prior to submission for building usage requests.
6. The administrator who coordinates facility use at the building requested will review the application to determine if there are any additional unposted scheduling conflicts with school or district use or with other groups. Note that **school activities take precedence over any outside group's use of school facilities. It is the organizations responsibility to monitor www.brandywineschools.org for any weather related cancellations. Organizations utilizing sports fields are responsible for monitoring school sports websites for updates.**
Brandywine HS - www.bulldogssports.com
Concord HS - www.raiderssports.com
Mt. Pleasant HS - www.greenknightssports.com
7. The building workflow will either approve or deny the request. Approved applications will be sent electronically to Support Services for final authorization and pricing. If the usage is denied, the applicant will be notified electronically.
8. If both the building workflow and Support Services approve the usage, the applicant will be notified via email and identified charges will be prepared and returned to the group. No district building or athletic field may be used without prior approval.
9. If a group is applying for use of multiple buildings, a separate application must be submitted for each building.
10. Use of any equipment must be requested in the Application for Use of School Facility and

approved in advance. Charges for equipment use will be applied as detailed on www.schoolrentalsde.com.

11. Any special set-up requirements **must** be supplied in the comment section of the original application. If a diagram is needed it must be provided to the school and via email to facilityuse@bsd.k12.de.us (e.g., movement/set-up of tables and chairs, etc.). Approval of set-up requests and appropriate charges will be indicated once the invoice is generated.
12. The District reserves the right to deny an application or revoke approval for use for any reason.

B. FEE PAYMENT:

1. Fees will be charged for the use of school facilities according to the Fee schedules listed on <https://www.schoolrentalsde.com/>
2. All fees for facility use must be paid by check or money order at least one week in advance of the date of use. Make payable to: State Treasurer.
3. Users that have failed to fully pay all outstanding charges from prior use of District facilities will be prohibited from using any District facilities until all outstanding charges have been paid in full.
4. The User will be assessed a fee of \$50.00 for any returned check. The District may require payment by money order from any User that has incurred returned check fees.
5. If the User's actual time in the building extends beyond the hours requested and approved, the User will be invoiced for additional costs. All additional costs must be paid within 14 days of receipt of the invoice from Support Services.
6. To conserve energy, the HVAC systems for all schools are placed into an unoccupied setting at the end of the normal school day. In cases when the building's heating/ventilating/and air-conditioning systems would not otherwise be running, an energy surcharge as detailed on www.schoolrentalsde.com will be applied. The cost will be detailed in advance and billed to the User. HVAC is required for any facility usage during the district's heating or cooling season.

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