

Community Use of School Facilities

Section A - Introduction

The Board of Education of District #225 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 non-school organizations for the conduct of activities 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~~School programs and activities shall always have priority for use of ~~district~~school facilities over non-school organizations. ~~However, when not in use by the school, designated areas of the school buildings and grounds may be temporarily rented as provided in this policy.~~

Section B - Approval Authority

1. The school principal or ~~his/her designee~~the principal's delegated representative 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 sponsor is a not-for-profit organization pursuant to the State of Illinois law;;
 - b. The 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 sponsor's headquarters lies within the district's boundaries;;
 - d. 50% or more of the sponsor's ~~participants~~membership 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. ~~Political;~~
- vii. Recreational; and
- viii. Religious.

2. ~~Superintendent's Authority~~

The superintendent or his/her designee shall have the authority to (a) unilaterally disapprove a request recommend that the Board of Education approve use of facilities requests that which 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. ~~The superintendent shall unilaterally approve or disapprove requests from institutions of higher education, which make a significant contribution to the cultural or educational life of the community. In all other situations the superintendent has the discretion to either (a) unilaterally disapprove the request, or (b) recommend that the Board approve the request.~~

3. ~~Board of Education approval is required for all requests that are not described under Section B, Subsections 1 and 2 can only be approved by the Board of Education. other than principal approved requests and higher education requests approved by the superintendent. In evaluating any such approving requests, the superintendent and the Board shall consider base their significance of the contribution of any such proposed request to the community served by the school district decision on the following criteria:~~

¶

a. ~~The activity being sponsored shall make a significant contribution to the charitable, civic, cultural, educational, political, or recreational life of the community served by the school district Glenbrook High School District;~~

¶

4. ~~Requests for use of facilities from institutions of higher education which make a significant contribution to the cultural or educational life of the community shall require only the approval of the superintendent.~~

¶

5. ~~Requests from profit-making organizations for corporate business purposes shall not be approved.~~

6. ~~Requests from substitute or surrogate sponsors shall not be approved as a sponsoring organization for another organization or activity.~~

¶

a. ~~Prior approval of the principal or his/her designee the principal's designated representative shall be required before a school organization agrees to sponsor an activity which involves the use of the district facilities by a non-school organization.~~

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 ~~affairs no later than 60 days~~ 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:

	Activity Purpose	
	Free Non-Fundraising Rental Rate Category	Charging Fundraising Rental Rate Category*
CLASS I: Glenbrook District approved organizations and affiliated student activity groups organizations, approved student activity groups and , auxiliary adult organizations, parent associations, Dads Club, Booster Club, and the Glenbrook Caucus.	A	AB
CLASS II: Public elementary schools, park districts, charitable tax exempt boy & girl scout groups (as defined in Section B), fire & police departments, and other tax supported organizations.	AB	BC
CLASS III: Any other organization authorized under this policy that which is not an organization listed above in Class I or II.	BC	CD

* ~~Charging Fundraising~~ is defined as to be any activity for which a fee or contribution is required for admission or participation.

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).

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).

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 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 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 organization's use of school district facilities, the renter shall, 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. 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, 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.
5. During the course of the rental, 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 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 ED - Miscellaneous

1. The superintendent is directed to develop procedures for the use of school facilities consistent with this policy ~~and to prepare a schedule of fees for approval by the Board of Education.~~
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. ~~Use of~~

~~facilities by non-school organizations shall be limited to a maximum of one week at any one time except during the summer months when longer periods may be considered.~~

- ~~4. Use of the two auditoriums during the summer months may be under separate contract with an alternate fee schedule approved by the Board of Education.~~
- ~~5. The Board of Education and the administration may at any time deny or refuse to grant any application or cancel or suspend without liability any facility rental agreement contract 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 or may present a clear and present danger to persons or property.~~

~~¶~~
- ~~6. The Board of Education and the administration reserves the right to interrupt any use of facilities contract should an emergency arise. In such an event, the Board and the administration shall make every effort to provide an acceptable substitute date or space.~~

~~¶~~
- ~~7. Assignment of calendar dates for the use of school facilities by non-school organizations shall not receive final approval prior to July 1st for the following school year. Exceptions to this policy may be made by the Board of Education.~~

~~¶~~
- ~~8. The superintendent or his/her designee shall have the authority to reduce or to waive facility rental fees (excluding additional expenses which would not normally be incurred by the district) when in the superintendent's judgment the activity is in the best interest of the school district and the community. The superintendent shall inform the Board of Education of all reductions or waivers of facility rental fees.~~

~~¶~~
- ~~9. The Board of Education shall be the final authority in any request for deviation in policy or questions relative to use of facilities.~~

Revised: March 3, 1975
Revised: December 15, 1980
Revised: July 23, 1984
Revised: January 25, 1988
Revised: January 8, 1990
Revised: August 23, 1993
Revised: February 28, 2000
Revised: January 13, 2020