

The Board of Education shall permit the use of school buildings and rooms therein, and the grounds and other property of the School District, by outside organizations authorized by Education Law, section 414 and only when not in use for School District purposes. In the event any such use will cause the School District to incur costs as a result of such use, the outside organization will be required to reimburse the School District for such costs.

A master calendar of approved uses of all School District buildings and grounds by outside organizations or individuals shall be kept by the Superintendent of Schools or his/her designee to avoid conflicts in the scheduling of the use of a room(s) on the date(s) and/or hour(s) requested by outside organizations or individuals.

The conditions and restrictions set forth in this policy shall apply to the issuance of permission to utilize School District facilities (both indoor and outdoor).

**Application Requirements**

Applications for use of any school facility shall be submitted to the Superintendent of Schools or his/her designee in writing on the form prescribed by the School District. Applications should be submitted at least four (4) weeks in advance of the date(s) requested and shall be accompanied by written documentation providing the following information and/or establishing compliance with the following:

1. The applicant shall be a not for profit organization or a municipality within the School District.
2. The individual completing the application on behalf of the organization shall be authorized by the group or entity seeking permission and shall be a Syosset resident, a member of the staff (in the case of a municipality requesting the use), or a member of the staff employed by the School District with his/her residence address provided.
3. At least fifty percent (50%) of the participants must be Syosset residents.
4. The number of anticipated participants.
5. The applicant shall describe the responsibility for and means by which it proposes to provide security, crowd and litter control and pick-up.
6. The request for the use of the School District's facilities must be approved by the Principal, Athletic Director, if applicable, Executive Director of Operations.
7. The applicant may not transfer its use of facilities permit to any other entity.
8. The applicant agrees that due to unforeseen circumstances a permit may be rescinded.
9. Evidence of the insurance requirements set forth below must be submitted to the School District at least three (3) weeks prior to the date of the requested use.
10. Applicants will be required to sign a hold harmless agreement in favor of the School District in a form prescribed by the School District.
11. Copies of the completed forms shall be available for inspection in the facilities office during regular hours.

Applications for the use of the School District's facilities will not be approved if:

1. The application is made for personal use. An individual not representing a participating organization or group will be denied use of facilities.
2. The requesting organization does not abide by Board of Education policies applicable to its use which can be found on the School District's website.
3. The request is made for evening activities scheduled to continue after 10:30 p.m. unless specifically approved and financial arrangements completed for reimbursement for added personnel costs when applicable;
4. The organization has previously failed to comply with the terms and conditions of a previous permit.

**Requirements for Use of School District Facilities**

In the event the use of one of the School District's facilities is approved, the user shall adhere to the following requirements:

1. The user agrees to pay any facility use fees as outlined on the approved application, including the costs associated with security required beyond the regular schedule.
2. User may not subcontract for services on School property without advance written approval of the School. Any outside group hired by the User must fill out their own application and include insurance and endorsements as required herein of the User.
3. The approval of the use is conditioned upon the continued availability of the facility for the date and time requested; and will be automatically canceled (unless otherwise provided) if school is closed on account of inclement weather or other emergency.
4. Any organization with youth under eighteen (18) years old requires the presence of adult supervision at all times.
5. The organization shall be required to pay for all vandalism, losses, and damage for which they may be directly or indirectly responsible.
6. The organization shall conform to the approved uses. The use of School District facilities shall be restricted solely to that for which permission was granted, and no other.
7. Accidents shall be reported to School District administration as soon as possible and by the close of the following business day.
8. The organization shall not permit vehicles to be illegally operated or parked. Violators are subject to being issued a traffic summons by the police. Motor vehicles shall not be permitted to be operated on any School District athletic field.
9. Pyrotechnic devices and drones shall not be permitted on School District property at any time.
10. Trampolines, inflatable "bounce houses" and/or slides, and any other similar type of temporary installation shall not be permitted on School District property at any time.
11. Fencing, shelters, sanitary facilities, cooking facilities (including barbecues or other sources of heat) and any other temporary structure or installation, shall not be used on School District property without prior permission.

12. Custodial and security requirements for all activities will be determined by the Executive Director of Operations.
13. During the approved activity, the organization shall present the permit for verification upon request by School District staff.
14. The use of the facility(ies) by the organization shall in no way interfere with the School District's normal operations of schools, cleaning schedules, or repair work.
15. The organization shall not permit gambling or use of drugs or intoxicating beverages which are prohibited on school grounds and in school facilities;
16. The organization shall not permit smoking, use of ecigarettes, personal vaporizers (nicotine and non-nicotine based) and all other tobacco/nicotine use, which uses are prohibited on school grounds and in school facilities
17. The organization will ensure that all doors are to remain locked and closed during its approved time slot for the use of the facility. Doors must not be propped open at any time.
18. The organization will be responsible for the conduct of both participants and spectators. Underage participants must be supervised at all times.
19. The organization will safeguard the School District's property and make sure that all refuse are disposed of properly and leave the facility in the condition in which it was found. The cost of any additional cleanup or repair of any damage will be billed to the organization.
20. Prior to the start of the event, an announcement should be made regarding emergency evacuation procedures. For example: pointing out posted procedures, directions for existing, how to respond to a fire alarm, etc.
21. The permit issued shall be subject to immediate cancellation by the Superintendent of Schools or his/her designee in the event the user authorizes, condones or suffers unsafe conditions or activities in connection with its use, fails to comply with the terms of this policy, uses School District equipment without authority, leaves the premises in an unsafe or unclean condition, or fails to prevent vandalism to School District property.

#### **Use of School District Athletic Facilities and Fields**

In addition to the aforementioned conditions and restrictions set forth throughout this policy, the following shall apply to the use of the School District's athletic facilities and fields.

As a general matter, non-Syosset teams/organizations are not permitted to use the School District's athletic facilities and fields. However, athletic facilities and fields may be used by non-Syosset teams/organizations when special permission is granted by the Superintendent of Schools. Such permission is contingent upon full compliance with this policy, including obtaining insurance coverage and the execution of an indemnification and hold harmless agreement.

Organizations which receive approval for the use of athletic facilities and fields are responsible for maintaining and supplying their own equipment. The School District reserves the right to revoke a permit if the organization fails to maintain safe conditions during its use of the athletic facilities and fields.

**Insurance and Hold Harmless**

Any outside organization or group making use of school facilities will be required to obtain at their own expense insurance coverage which complies with the following:

1. The User shall not be considered “approved” until the entity has obtained all insurance required under these specifications and such insurance and deductibles or retentions have been approved by the School District. The cost of such insurance shall be completely borne by the User.
2. Insurance coverage shall be provided by an insurance company licensed as an “admitted carrier” by the New York State Insurance Department. Carrier must have an A.M. Best rating of not less than A- VIII.
3. Insurance coverage shall be evidenced by a Certificate of Insurance in a form acceptable to the School District. Upon request, the user shall provide the School District with its complete insurance policies, including all endorsements. . Insurance coverage shall name the School District as an additional insured and provide primary coverage on a non-contributory basis that is not in excess of any insurance coverage which the School District may carry.
4. User or user’s agent shall provide the School District with at least a thirty (30) day Notice of Cancellation or Notice of Non-renewal, except where cancellation is for non-payment of premium, then ten (10) days prior notice shall be given. School shall also be advised thirty (30) days in advance of any Reduction of Coverage. The insuring company shall not be released from liability or obligation.
5. The School District, its Board, its officers, agents, employees, authorized volunteers and committee members shall be held harmless against and named as Additional Insureds to all policies, other than Workers’ Compensation. Evidence of this extension shall be by signed endorsement CG2026 04 13, or its equivalent, to the policy, such endorsement to be submitted with the applicable Certificate of Insurance. The Certificate of Insurance and Additional Insured endorsement must be submitted prior to approval of each event or activity. Mere recitation of the additional insured interest on the Certificate is not acceptable and Blanket Additional Insured by Contract is not acceptable.
6. **Minimum Scope of Insurance:** Coverage shall be obtained, and maintained throughout the life of the facilities use, as follows:
  - a. COMMERCIAL GENERAL LIABILITY
    - 1) Form: Commercial General Liability, including but not limited to: Premises and Operations, Independent Contractors, Products and

Completed Operation, CGL Broad Form Endorsement, Personal Injury, Contractual Liability

2) Limits: \$1,000,000 per occurrence for a Combined Single Limit for bodily injury and property damage liability with at least \$2,000,000 aggregate limit. Coverage shall include specific grant of coverage for Sexual Misconduct Liability and shall be so stated on the Certificate of Insurance, whenever the event(s) involve(s) minors.

b. AUTOMOBILE LIABILITY - if applicable, automobile liability with a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage must be maintained.

c. WORKERS' COMPENSATION and EMPLOYERS LIABILITY - if applicable, Workers' Compensation and Employers Liability must be provided for all employees, hired employees, and volunteers, in all states where operations will be performed. Statutory limits as required by the State of New York or any State or Federal Act having jurisdiction over the location or operations being performed must be maintained and Employers Liability limits of at least \$1,000,000 must be maintained.

d. PROFESSIONAL LIABILITY - if applicable, Professional Liability covering all professional services performed and covering all wrongful acts with a minimum limit of \$1,000,000 each wrongful act/aggregate must be maintained.

e. UMBRELLA LIABILITY

Form: Follow Form. Policies shall be in force concurrently with the primary insurance policy, have the same expiration date, and provide coverage as broad as the primary policy, with a "drop down" provision.

Limits:

\$1,000,000 per occurrence/aggregate. (Low Risk - no athletics)

\$5,000,000 per occurrence/aggregate (Moderate Risk - including athletics)

\$10,000,000 per occurrence/aggregate or greater. (High Risk)

f. Any deductibles or self-insured retentions must be declared to, and approved by the School District. The deductible and/or self-insured retention of the policies shall not limit or apply to the User's liability to the School District and shall be the sole responsibility of the User.

g. The School District is not responsible for any loss or damage whatsoever to property of User.

- h. The School District reserves the right to require increased limits or additional coverages at its sole discretion.

**Authorization**

The Board of Education authorizes the Superintendent of Schools or his/her designee to approve requests for non-School District use of buildings and grounds.

- Cross-ref:
- 0100 Equal Opportunity
  - 0100 Sexual Harassment
  - 0115 Dignity for all Students Act
  - 0200 Transgender Students
  - 1530 Smoking and Other Tobacco Use on School Premises
  - 1600 Unmanned Aerial Vehicles (Drones)
  - 1915 Display of the Flag
  - 4526 Acceptable Use Policy
  - 4526.1 Internet Safety
  - 5300 Code of Conduct
  - 5420 Student Health Services
  - 5440 Student Drug and Alcohol Abuse
  - 5550 Student Privacy
  - 8115 Pesticide and Pesticide Management
  - 8415 Idling of School District Buses and Private Vehicles on School District Grounds
  - 8635 Information Security Breach and Notification
  - 8650 School District Compliance with Copyright Law

Ref: Education Law § 414

Adoption Date: August 13, 2018

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