

MANCHESTER CITY SCHOOLS

Policy Manual

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Public school building of the Manchester City School System have been constructed for the purposes of housing the educational programs of the school system. The Board of Education realizes that these facilities are public property and should also be used for activities which will enhance the cultural educational and recreational opportunities in the community. When not in use for school purposes, school buildings and grounds or portions thereof may be used for public governmental, charitable, civic, recreational, cultural, and such other purposes that promote the welfare of the community, under such rules, regulations and conditions prescribed by the Board of Education.^{1,2,3}

All contracts for use of school facilities will be made through the office of the school principal. Completed contracts, accompanied by a non-refundable deposit, must be approved by the principal's not less than seven (7) calendar days before the intended use of the facility. Should the contract be withdrawn after it is approved due to a school activity conflict, the deposits fee will be refunded.

It shall be the responsibility of the principal approving the [Contract for Facilities Use](#) to see that all fees are collected. All monies collected in connection to any facilities use contract must be turned in to the Business Manager at the Central Office for proper accounting and deposit.

Any portion of or all of the fee for the use of the facility itself may be waived by the director of schools in those instances where proceeds or benefits from the activity directly support the goals of the Manchester City Schools. A [Contract for Facilities Use](#) must be signed even when a portion or all of the fees are waived.

The following guidelines shall govern the community use of school facilities:

- Contract application and non-refundable deposit for the use of school facilities shall be approved by the principal not less than seven (7) calendar days prior to the date of use. Non-refundable fees shall be paid at the time the contract is approved with the balance of the contract fee due no later than five (5) business days after the completion of the contract unless other arrangements are made in writing with the director of schools. ([See Contract for Facilities Use and Facilities Use Fee Schedule](#))
- Student clubs and activities, teacher associations⁵, parent-teacher associations, and other organizations affiliated with the schools, shall be permitted reasonable use of school facilities without charge. Arrangement for such use must be with the building principal to avoid scheduling conflicts.
- School facilities may not be used on an ongoing basis for private profit, except unused facilities which may be leased for private day care centers which provide educational and child care services to the community. No facility may be used if it violated the provisions of court orders then in effect.²
- No facility may be used (except as specified in item 2 above) without execution of a written and signed contract even if all fees are waived.
- All activities must be under competent adult supervision and approved by the building principal. In all cases, an assigned school employee will be present.
- The group using the facilities will be responsible for any damage to the building or equipment;
- The group using the facilities will be responsible for the payment of supervisory, custodial, and/or cafeteria personnel. The schedule for fees and services will be listed on the contract and is subject to change upon action by the director of schools. The group may be required to contract with uniformed security at its expense, per the discretion of the principal and/or direction of schools.
- Groups receiving permission for building use are responsible for the observance of all fire and safety regulations at all times;
- The use of alcoholic beverages, drugs, tobacco, profane language, or gambling in any form is not permitted in school buildings or on any school property.⁴ Smoking within the building or on school premises is not permitted.

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- The Board will cooperate with recognized agencies, such as the Red Cross, National Guard and Office of Emergency Management and Homeland Security, and will make suitable facilities available without charge during community emergencies provided that such use shall be coordinated through the building principal and/or the director of schools or his/her designee;
- When school kitchens are used, a member(s) of the cafeteria staff must be present to operate the equipment;
- Use of the facilities will not be considered confirmed until a contract for such use is signed by the group representative and the building principal, and until a non-refundable deposit is paid in full. All provisions of the written contract, including, but not limited to dates, hours, building hours and facilities to be used; shall be considered binding and will not be altered, except by written agreement of both parties;
- The sponsoring group or organization utilizing school facilities agrees to state on all advertisements, show-bills, or posters, in a font size equal to or larger than the smallest print elsewhere in the document, and in all audio advertisements, the following: **VIEWPOINTS EXPRESSED BY PROMOTERS, SPONSORS, OR PARTICIPANTS IN THIS EVENT ARE NOT NECESSARILY THOSE OF THE MANCHESTER CITY SCHOOL SYSTEM, ITS EMPLOYEES, OR ITS STUDENTS.**
- The sponsoring group or organization utilizing school facilities is required to provide proof of insurance in the amount of at least two hundred fifty thousand dollars (\$250,000) for each person, six hundred thousand dollars (\$600,00) for each accident, and fifty thousand dollars (\$50,000) property damage. The Manchester City School District shall be named as additional insured under the general public liability policy.
- Sponsoring group or organization must abide by all laws and regulations governing school property.
- School Facilities shall not be used as a permanent substitute for a headquarters or meeting place for non-school organizations that would traditionally maintain their own headquarters or meeting place. The temporary use shall be for no more than six (6) months. The organization may request another contract after each six (6) month period has expired.
- The director of schools shall annually review the [See Contract for Facilities Use and Facilities Use Fee Schedule](#). Any changes shall be submitted to the Board for approval.

The Manchester Education Association shall be permitted the use of school facilities for the purpose of conducting professional meetings before or after the teachers' normal work assignment, provided such meetings do not conflict with other school activities or other assigned duties of teachers. Such meetings shall be arranged in advance with the principal in the manner in which such meetings are usually arranged. When special custodial service is required, the Board may assess a reasonable charge. Permission to use the facilities will not be unreasonably withheld.⁵

Neither the board of education nor any school official owes a duty of care to keep the premises of a public school safe for entry or use by others outside the regularly scheduled school activities or to give warning of unknown dangerous or hazardous conditions, uses, structures or activities on the premises.⁶

Legal References

1. [TCA 49-50-201](#)
[TCA 49-2-405](#)
2. [TCA 49-2-203\(b\)\(4\)\(A\)\(B\)](#)
3. [Lamb's Chapel v. Center Moriches Union Free Sch Dist](#)
4. [TCA 39-17-1604](#)
[TCA 39-17-1605](#)
[TCA 39-17-1606](#)
5. [MEA – Board Contract Article IIA](#)
6. [29-20-112](#)

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Cross References

[1.803 Tobacco Free Schools](#)

[6.311 Care of School Property](#)