



Book	POLICY MANUAL
Section	K: Public Relations
Title	KF-A PROCEDURES FOR THE USE OF SCHOOL FACILITIES
Code	
Status	Active
Adopted	January 9, 2024
Last Revised	April 23, 2012

1. Use of School Facilities

- A. School facilities shall be open to the public for use as provided in the Public Schools Laws of West Virginia. Any individual or group using school property shall comply with the local and state laws, policies and regulations.
- B. West Virginia law prohibits the use of school property for personal or private gain. School facilities shall not be used by any non-school group or individual for the purpose of fundraising or making a profit.
- C. Eligible individuals and IRS non-profit citizen groups of the community, subject to the provisions of Berkeley County Board of Education Policy KF, may apply to use school facilities. Applicants may be required to provide proof a non-profit (IRS 503(c) letter). A non-profit group is one whose profits are not distributable to its members, directors or officers.
- D. Outside vendors or for-profit companies shall not sell goods or services of any kind, excepted as permitted for school-related events.
- E. Proceeds of any money-raising activity or event shall be for charitable purpose and must be approved by the Superintendent of Schools prior to the use.
- *F. The following are prohibited:
 1. Admission or entry fees
 2. Concessions (unless operated by and for the benefit of a school-based group).
 3. Retail sales and
 4. Any other use for commercial of personal gain

*This section does not apply to school-sponsored organizations or Martinsburg-Berkeley County Parks and Recreation.

- G. When schools are closed due to emergency or inclement weather, the use of school property is generally prohibited.

H. There shall be no signs, banners or the like placed in or on school buildings or on school grounds by any individual or group using school property. Temporary identification signs may be used only during the actual hours approved for use. All signs, banners or the like must be removed at the conclusion of the approved use.

I. Priority is given to school use first, Martinsburg-Berkeley County Parks and Recreation (MBCPR) second, and other organizations third. An MBCPR employee must be on duty at all times when schools are used by MBCPR.

J. Applicants shall confine activities to approved areas and are responsible for the proper care of the property. It is the applicant's responsibility to deny visitors and non-participants entry to the property.

K. School facilities may not be used as a base to establish an organization.

L. Applicants must reside in Berkeley County.

2. **Application**

- A. Applications are required for all non-school sponsored organizations or individuals who desire to use school facilities after school hours and/or on days when school is not in session.
- B. Requests should be made at least **three weeks** prior to the activity date. Schools cannot be scheduled for more than six months in advance and cannot be continuously used by an individual or group for more than six consecutive months. The use of school buildings or grounds for religious services or worship activities is permitted, for temporary time periods, on the same basis as use by other community groups.
- C. Applications for facility use must be approved by the school principal and then forward by the applicant, along with a current copy of liability insurance, to the Director of Finance at the Berkeley County Schools Administrative Offices. The applicant should not consider the use approved until receiving final notification from the Director of Finance.

3. **Fees and Costs**

- A. Only school-sponsored organizations or the MBCPR may use school facilities without cost. Fees are based on a three-hour minimum.
- B. Fees for non-school related activities are as follows:
 1. Athletic Field \$100 per hour
 2. Auditorium \$100 per hour
 3. Cafeteria \$100 per hour
 4. Classroom \$25 per hour
 5. Gymnasium \$100 per hour
- C. The Board of Education is not responsible for supplying electricity or water/sewage service to a group using athletic fields or school grounds.
- D. School kitchens may not be used by any group without prior authorization from the school principal. A food service employee must be present and paid by the applicant, according to this regulation.
- E. Gymnasiums, auditoriums or other areas (at the principal's discretion) may not be used by any other group unless a Board of Education employee, paid by the applicant in accordance with this regulation, is present.
- F. Any employee required to be present by this policy shall be paid as followed: the applicant shall reimburse the Berkeley County Board of Education for this service in the

amount of 1½ times the hourly salary, plus matching social security, retirement and workers' compensation. A minimum of 3½ hours will be assessed for this service. The Board of Education will send an invoice to the organization for the total cost. Failure to pay this fee will result in revocation of permission to use school property and may result in legal action.

4. Liability

- A. The Berkeley County Board of Education will hold the applicant and its employees, agents, officials volunteers and agents solely responsible for any loss or damage to property sustained during of as a result of applicant's usage of school property.
- B. All applicants shall submit with the application a contract of insurance for coverage in the amount of not less than one million (\$1,000,000.00) for each occurrence and provides:
 - 1. General comprehensive liability coverage of any claim, demand, action, suit or judgment by reason of alleged negligence or other acts resulting in bodily injury or property damaged to any person arising out of the use of school property for a community activity, as defined by West Virginia Code §18-5-19d.
 - 2. For the payment of any attorney fees, court costs and other litigation expenses incurred by the Board of Education in connection with any claim, demand, action, suit or judgement from any allegations of negligence or other acts.
- C. The insurance coverage required herein may be obtained privately or through the State Board of Rise and Insurance Management (BRIM). Where provided BRIM, the cost of the insurance shall by paid by the applicant any may include administrative expenses.

Berkeley County Public Schools
Martinsburg, West Virginia
APPLICATION FOR THE USE OF SCHOOL PROPERTY
PLEASE ANSWER ALL APPLICABLE QUESTIONS

1. _____
(Name of Individual or Organization sponsoring this event)

Character of Organization: _____
(i.e., religious, social, political, service or other – please be specific)

2. _____
(Property requested, specify name of school and area. i.e., athletic field, cafeteria, classroom, gymnasium)

3. Performance date(s):
a. Term usage date(s): Start Date: _____ End Date: _____
Hour Performance Begins: _____ Closing Hour: _____
Day(s) of week usage: _____

4. Specific purpose for use of property:

Will admission be charged or a collection be taken: Yes _____ No _____
If yes, for what benefits will the profits of this admission or collection be used?

5. Name of persons, address and phone numbers who will accept responsibility for this event (two names, please fill out completely):

Name: _____

Address: _____

Telephone: _____

Name: _____

Address: _____

Telephone: _____

6. Name of school employee who will open/close or be present (or Name of Parks and Recreation Board employee):

Name: _____

7. Have you read the attached regulations governing the use of school property?

Yes _____ No _____

Signature: _____ Date: _____

8. A current certificate of liability insurance **must** be attached before this will be presented to the Board for approval. Have you attached a current certificate of liability insurance:

Yes _____ No _____

9. A NOTICE OF PERMISSION will be sent from the Office of the Board of Education if request is granted.

Principal's Signature: _____

Date: _____

AGREEMENT OF INDEMNITY FOR USERS OF BERKELEY COUNTY SCHOOL PROPERTY

The undersigned, in consideration of being granted permission to use Berkeley County School facilities and property, agrees that the undersigned shall indemnify and hold forever harmless the Berkeley County Board of Education and its employees against any liability of any accident, injury or other mishap that may occur to anyone during, or as a result of, said use of those facilities and property. The undersigned further agrees to defend against any claim brought against the Berkeley County Board of Education or any of its employees as a result of any such accident, injury or mishap. Undersigned further covenants and agrees that it shall be covered by an appropriate liability insurance property in the amount of no less than \$1,000,000.00 for the purpose of insuring against any injury as a result of any accident or mishap during or as a results of the use of said facilities and property.

UNDERSIGNED

DATE

