

**LOWER PIONEER VALLEY  
EDUCATIONAL CORPORATION**

**FACILITY AND GROUNDS  
USE POLICY**



**174 Brush Hill Avenue  
West Springfield, MA 01089  
Phone: (413) 735-2200 Fax: (413) 735-2280**

Serving Agawam\*East Longmeadow\*Hampden-Wilbraham\*Longmeadow\*Ludlow\*Southwick-Tolland\*West Springfield

## **FACILITY AND GROUNDS USE POLICY**

The Lower Pioneer Valley Educational Corporation/Collaborative (“LPVEC”) and its Board of Directors/Board of Governors, in keeping with the philosophy of community education, encourages the use of school facilities for community use. It recognizes that the primary purpose of school facilities is to implement the regular instructional program and that other usage shall not interfere with the daily school/student routine or any other school-sponsored student activity.

### **I. Regulations**

#### **A. Precedence of LPVEC Organizations**

The use of LPVEC facilities for educational purposes, meetings of students, teachers, parent-teacher organizations, or by other organizations directly affiliated with the LPVEC have precedence over all others.

In situations where there is no cost to a district or in situations where a mutual exchange of facilities is possible between the LPVEC and the Applicant, rates may be modified or waived by the Building Administrator.

LPVEC will cooperate with recognized agencies such as the Red Cross and Civil Defense to make suitable facilities available, without charge, during a community emergency or to prepare for civil defense.

#### **B. Applications/Process for Request**

Applicants requesting use of facilities/grounds must obtain a Community Use of Facility & Grounds Application/Request Form from the LPVEC administrative office. The form must be completed in cooperation with the Building Administrator. The application must be signed and submitted a minimum of five (5) business days prior to requested date of use. The signing party may be either an authorized signatory of the applying organization or a private individual. In either case, the signatory will become the party responsible to the LPVEC for the facility/grounds’ use and compliance with all LPVEC rules and regulations. If more than one date is being requested, each date must be listed.

An application will not be approved until an insurance certificate is provided naming the LPVEC as an additional insured in the amount of \$1,000,000 and a temporary food permit, if concessions are being sold, is obtained from the Town of West Springfield as further defined in Section II, Paragraph I.

#### **C. Sublet or Assignment**

In no case will any applicant to whom a request has been granted assign, transfer, or sublet.

#### **D. Approval of Facilities**

Upon approval of the request by the Building Administrator, a copy will be sent to the applicant. The applicant’s request should not be considered approved until the applicant receives the signed copy. Applicants should have their approved copy of the request form available for presentation to the maintenance staff or LPVEC officials upon request.

## II. Requirements

### A. **Investigate Requests**

The Building Administrator reserves the right to demand sufficient time for full investigation, notice and arrangements of all requests for the use of LPVEC facilities/grounds.

### B. **Supervision and Security**

All activities must be under competent adult supervision approved by the Building Administrator. Applicants must take reasonable steps to ensure orderly behavior at all times and will be required, at their expense, to provide approved security personnel when deemed necessary. At the request of the applicant, the LPVEC will provide security personnel at the applicant's expense.

### C. **Damage and/or Property Loss**

Applicants will be responsible for all damage incurred as a result of their use of the facility/grounds or equipment contained therein, including property of students and employees. In the event that property loss or damage is incurred during use or occupancy of any LPVEC facility/grounds, the amount of damage shall be determined by the Building Administrator. An invoice for any damages will be presented to the applicant using the facility/grounds. Payment must be made within 30 days of receipt of the invoice. The LPVEC will not be responsible for any loss of valuables or personal property.

### D. **Nature of Programs**

Programs and activities of applicants must be of a nature suitable for presentation in a public school, must be lawful, and must conform to all of the policies of the Board of Directors/Board of Governors. Applicants whose activities or programs are determined to be illegal or inappropriate for presentation in public school buildings or on school grounds will be denied.

### E. **Restrictions on Use**

Approved applicants are restricted to the dates and hours approved and to the building area and facilities specified, unless requested changes are approved by the Building Administrator. Alcoholic beverages and controlled substances are not permitted in any school facilities or on school property. Smoking in a school building or on school grounds is also prohibited by Board policy and by federal law. All applicants must comply with these regulations.

### F. **Fire and Safety Regulations**

Applicants are responsible for complying with all local and state fire and safety regulations at all times. Corridors, exits and stairways shall be kept free of obstructions. Members of an audience or spectators must never stand or sit so they block exits, aisles or stairways. Facility capacities, as determined by the West Springfield Fire Marshal, shall be observed. Decorations are subject to the approval of the Building Administrator. The use of open flames is not permitted.

### G. **Condition of Rooms**

Applicants are expected to leave all rooms, furniture, and restrooms in the condition and arrangement in which they were found. Any additional custodial services which are necessary to return a facility/grounds to its original condition shall be paid for by the applicant.

**H. Cancellations of Events**

It may be necessary to cancel community use of any LPVEC facility/grounds in the event of school closings as a result of weather, equipment failures, or unforeseen emergencies.

**I. Food in Facility or on Grounds**

No food items are to be consumed in any facility or on any grounds without the prior knowledge and consent of the Building Administrator. No food or beverage is allowed in the Lecture Hall, Gymnasium, or Cosmetology Center at any time. Should a kitchen area be desired for use of food preparation, a Culinary Program staff member must be retained to supervise the use and the appropriate fee will be assessed by the Building Administrator. (refer to Section III, Paragraph C)

**J. Opening and Closing of Facilities/Buildings**

Facilities/Buildings will normally be opened one-half hour before the scheduled event time and closed one-half hour after the scheduled end of the event.

**K. Enforcement of Rules**

Responsibility for enforcement of rules and regulations concerning use of any LPVEC facility/grounds rests with the applicant. Permission to use any facility/grounds may be cancelled at any time when there is evidence that the rules and regulations outlined herein are being violated. In case of cancellation, the LPVEC assumes no liability. Any infractions of this Facility/Grounds Use Policy may also be grounds for denying subsequent requests for the use of LPVEC facilities.

**L. Liability Insurance**

Proof of liability insurance is required for all outside applicants given permission to use any LPVEC facility/grounds. Organizers of any activity not under the direct supervision of an LPVEC employee will be required to provide a certificate of insurance endorsing the LPVEC as an additional insured.

**III. Schedule of Fees for Direct and Indirect Costs**

A. The following fees will be assessed for each requested facility:

	<u>Hourly Rates</u>	
Lecture Hall	\$75.00	
Cafeteria	\$50.00	
Cafeteria w/kitchen	\$75.00	
Bistro	\$75.00	
Cosmetology Center	\$75.00	
Gymnasium*	\$50.00	*Soft soled shoes only
Classrooms	\$25.00	

No items may be stored on LPVEC property.

A fee may be charged when an event is expected to cause excessive wear and tear or utility costs on or at a particular facility or grounds. This fee will be determined on an individual basis and will be presented to the applicant prior to the approval of their request.

**B. Equipment Rental Charges**

Charges for special equipment or service requests are as follows:

	<u>Daily Rates</u>
Overhead with Screen	\$25
Podium w/microphone	\$10
Portable TV/VCR	\$35

**C. Personnel Charges**

Maintenance Staff

Applicants will be charged for the maintenance staff time required to set up any additional special equipment or furniture (e.g. P.A., tables for large banquets, risers, etc). If an applicant requests use of any LPVEC facility/grounds at a time when maintenance staff are not normally on duty, then overtime shall be charged to the applicant for the period the maintenance services are required. No overtime shall be paid directly to any LPVEC employee by the applicant. All maintenance staff charges will be based on the overtime provisions of current staff contracts and will be billed by the business office immediately following facility/grounds use.

Rates

*calculated at the current rates at time of application*

Overtime Maintenance Staff Rates

Monday through Saturday	\$ _____
Sunday	\$ _____
Culinary Staff	\$ _____
Tech Support	\$ _____

**D. Collection of Fees**

Applicants requesting use of any LPVEC facility/grounds will be responsible for payment of all costs incurred, including the cost per hour charged for use of any facility/grounds. The LPVEC requires full payment of the fees accrued immediately following the conclusion of said building use.

**E. Cancellation of an Approved Request**

Applicants may cancel by giving 48-hour notice to the Building Administrator.

**IV. Concluding Statement**

The LPVEC has attempted to provide for maximum usage of its facilities/grounds with a framework that will guarantee to the community that the use is in no way a detriment to the regular educational program of its students. Fees are designed so that no undue burden is placed upon the public as the result of any individual or group use of LPVEC facilities/grounds.

***By signing below, I indicate that I have read and agree to all of the provisions of this Facility/Grounds Use Policy.***

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Authorized LPVEC Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Section: K**  
**Category: Community Relations**  
**File: KF**

**CODE: COMMUNITY USE OF LPVEC FACILITIES & GROUNDS**

***Adoption Date:***  
***Revised:***  
***Source:***  
***Legal References:***

**Lower Pioneer Valley Educational Corporation/Collaborative  
COMMUNITY USE OF FACILITY & GROUNDS  
APPLICATION/REQUEST FORM**

Today's Date: \_\_\_\_\_ Date(s) Requested: \_\_\_\_\_

Hour(s) Requested: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address of Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Name of person responsible for payment of charges: \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

Facility/Grounds to be used: \_\_\_\_\_

Number of people expected to attend: \_\_\_\_\_ Admission fee to be charged: \_\_\_\_\_

Equipment needed: \_\_\_\_\_

Custodial/Maintenance \_\_\_\_\_ Tech \_\_\_\_\_ Other \_\_\_\_\_ Security Service \_\_\_\_\_

Will food be served/sold? \_\_\_ Yes \_\_\_ No If yes, what type of food? \_\_\_\_\_

I/we hereby hold harmless the Lower Pioneer Valley Educational Corporation/Collaborative and its employees and/or agents of and from any liability for personal injury or property damage resulting from the requested use of LPVEC facilities/grounds. I/we certify that no alcohol or smoking will be allowed on the LPVEC premises.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Please Note: A Certificate of Liability Insurance must be provided along with this application.**

**(For LPVEC Use Only)**

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Date acted upon: \_\_\_\_\_

Reason not approved: \_\_\_\_\_

Signature of Business Administrator: \_\_\_\_\_

Board of Health Approval Required Yes \_\_\_\_\_ No \_\_\_\_\_

Facility/Grounds Rental Fee: \_\_\_\_\_

Personnel Required: \_\_\_\_\_ Estimated Personnel Cost: \_\_\_\_\_

Comments: \_\_\_\_\_

Signature of Chief of Police Required Yes \_\_\_\_\_ No \_\_\_\_\_

Signature of Fire Chief Required Yes \_\_\_\_\_ No \_\_\_\_\_

Certificate of Insurance Provided Yes \_\_\_\_\_ No \_\_\_\_\_