

Suring Public School District
Use of District Facilities
Policy 7510

The Board of Education believes that the school facilities of this District should be made available for community purposes, provided that such use does not infringe on the original and necessary purpose of the property or interfere with the educational program of the schools and is harmonious with the purposes of this District.

District facilities shall be available for the below-listed uses. When there are competing interests for the use of facilities, approval will be given according to the following priorities:

- A. uses directly related to the schools and the operations of the schools
- B. uses and groups indirectly related to the schools
- C. meetings or employee associations
- D. uses for voter registration and elections
- E. departments or agencies of government
- F. community organizations or groups of individuals formed for charitable, civic, social, religious and/or educational purposes

The District Administrator may grant approval for an organization or individual to use the district grounds and facilities for commercial, profit-making or private social functions provided there are no other competing interests for the use of the facilities and the event is harmonious with the purposes of this district. The use of District grounds and facilities shall not be granted for any purpose which is prohibited by law or any activity in which alcohol, intoxicants, or weapons are involved.

Should all or any part of the District's community be struck by a disaster, the Board shall make District grounds and/or facilities available, at no charge, for the housing, feeding, and care of victims or potential victims when requested by local, State, or Federal authorities. The disaster preparedness plan will be followed to ensure that proper procedures are established to minimize confusions inefficiency, and disruption of the educational program.

GENERAL CONDITIONS

1. The Request and Contract for Use of School Facilities form is to be completed by all non-school sponsored groups and individuals requesting the use of any School District building or grounds.
2. Contracts will include specific dates and times for facility use. Preparation, rehearsals and departure times will be included within the starting and ending times specified in the contract. The facilities will be completely vacated by the ending time. Activities will end by 10:00p.m. with the premises completely vacated. Requests for recurring use of a facility must be made at least annually.
3. If the facility is to be used outside of the hours of regular custodial hours, the Director of Buildings and Grounds will determine whether the number of participants or nature of the activity warrants the presence of a custodian. If so, the cost, including overtime if necessary, will be included in the "Request and Contract for Use of School Facilities". A custodian will be mandatory if the event is over two hours with over 40 participants, or if food is present. Custodial services include opening and closing the building, operating room lights, heating, operating ventilation equipment, and normal clean-up. Custodians will not be required to help load or unload equipment. Major clean-up at the end of the event, including the restrooms, is the responsibility of the person being issued the contract for facility use. If the facility is not properly cleaned, the work will be performed by the District staff and the cost will be charged to the facility user. In the event the snow removal or preparation of an athletic field is needed specifically by a non-school group, the cost will be charged to the user.
4. Use of school space does not include the use of school equipment unless specifically permitted. Use of school equipment such as microphones, audio/visual items, computers, etc. must be included on the contract, with the appropriate fee assessed. Users of school equipment must accept liability for any damage or-loss to such equipment that occurs while it is in their use.
5. No item of equipment may be used except by a qualified operator. Certain school equipment, such as that contained in the kitchen, weight room, computer labs, TRITÓN lab, AG and TECH ED shops; special education classroom (stoves/refrigerators/cooking utensils) and on the stage; may only be operated by qualified school district personnel as determined by the Director of Buildings and Grounds. The cost of the personnel needed to operate the requested equipment will be included in the contract and the amount will be in accordance with the School District Negotiated Agreements and salary contracts for School District employees.

6. Organizations wishing to bring unusual equipment, materials, or animals on school premises must first present the request in writing and provide proper insurance coverage with a "save harmless" clause protecting the Board. Permission must also be obtained from the principal for decorating, installing scenery, moving furniture, placing signs or advertisements on school property, etc. Any items provided by the holder of the contract must be removed from the school facilities promptly after the contracted use. If there is a delay, the removal will be made by the Board at the expense of the holder of the permit.
7. Granting of a contract for the use of one part of a building or grounds confers no privileges for the use of any facilities other than those stated in the contract. The user will assure that all participants stay in the assigned area and make certain that there are no individuals in any other areas of the school facility.
8. The contract holder will assume responsibility for orderly and safe use of the school facility, including supervision of spectators and contestants, and parking for large crowds. The representative of the applying group is required to be present during the function for the entire time the facility is used. Contract holders will ensure that the facility is kept reasonably clean, that exit doors are free from obstruction in the area being used, and that the location of the fire extinguishers are known. Contract holders will provide sufficient supervision during the entire time the school facility is being used and ensure that the fire, police, School Board rules and regulations are observed. Outside doors will not be left propped open in that this would allow individuals who are not under the responsibility of the contract holder to enter the building. The user will take appropriate action to assure that all participants are orderly and act in a reasonable manner. The organization or individual using the facility will assure that the use of the facility will not interfere with the regular school program. The user will be the last person to leave the activity and will be responsible for making certain that all persons have left the area and everything is locked before leaving.
9. The facility user assumes liability for damage or loss of the property that may accrue. Damage to facilities, materials or equipment resulting from the use of the facility will be paid for by the user. The facility user will hold the Board harmless for claims arising out of the use of school buildings or grounds, for the function being sponsored on the specified date or dates. The sponsoring group will be required to furnish a bond or certificate of insurance to indemnify the ground and the Board against any and all suits for injury or loss sustained by attendance at the function if the number of participants using the facility is greater than seventy-five (75) or if the nature of the activity is deemed to have a higher than normal risk of injury and loss.
10. Smoking, alcoholic beverages and illegal drugs are prohibited on school property at any time.
11. Weapons are not permitted on school property at any time unless the weapon is used by a qualified instructor as part of an instructional program such as in a hunter safety course.
12. Sale of food is prohibited without written approval on the contract.
13. The contract holder may be required to install and pay for an outdoor toilet facility should their event warrant such action.
14. School facilities will not be available for use on the following holidays: Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Good Friday, and Easter Sunday.
15. The Board and its authorized representatives shall have full and free access to the premises at all times.

LIMITATIONS ON USE OF FACILITIES

1. Since the Board of Education is charged by law with the responsibility for school facilities, it reserves the right to deny the use of such school facilities when it deems it necessary in the public interest. If school is cancelled due to weather, snow emergencies, etc. the facility use contract is void.
2. No group that limits membership in or attendance at its activities on a basis of sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental emotional or learning disability shall be allowed the use of school facilities. Sponsoring organizations and individuals will conduct meetings and gatherings in a manner that is not abusive or defamatory of other groups or individuals by reason of sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or disability.

3. No liability shall attach to this District, any employee, officer, or member of this District specifically as a consequence of permitting access to these facilities.
4. No school facility is to be used for any other purpose or in any other manner than is specified in the Contract for Use of School Facilities. All contracts are subject to immediate cancellation if it is discovered that information given on the request is misrepresented. If the use of the facility is discovered to be contrary to any policies, rules, and regulations of the Board, the permit is subject to immediate cancellation. The Board and its agents are to be held harmless of any expenses or losses incurred by the sponsoring organization due to such cessation. Violation by a contract-holder of any contract provision or regulation governing the use of school building or grounds may be cause for cancellation of all existing contracts and the denial of any future contracts.

SPECIAL CONDITIONS

The Board understands that there may be times when special situations present themselves that make it impossible for those requesting use of the facilities to meet the provisions of this Administrative Rule. When such situations present themselves, the Board of Education may grant exceptions to Administrative Rule provisions based on the individual requests. If time is of the essence, the District Administrator may grant an exception. Such exceptions will be requested in writing and the Board or District Administrator will present the decision in writing as a provision of the Contract for the Use of Facilities.

USE OF SCHOOL FACILITIES BY EMPLOYEES

Employees are permitted to use the school facilities during the time that classes are not in session, subject to the below listed regulations.

- A. Use of the facilities must be confined to the area or department in which the employee normally works.
- B. Use of the school facility shall at no time be exploited for monetary gain by any school district employee.
- C. The educational objectives of the school district shall take precedent over any and all use of school-buildings and facilities. At no time will the use of buildings or facilities interfere with the educational objectives of the school district.
- D. If at any time a member of a department permits the use of the facilities under his/her jurisdiction to be used by students or adults, that employee must be present and supervise the activities of those adults or students using the facilities.
- E. Any person using school facilities or equipment will be responsible for loss or damage to said facility or equipment.
- F. Persons using the buildings are responsible for seeing that all doors and windows, especially the outside doors, are secured when leaving the building.
- G. Improper use or abuse of the buildings or facilities by any staff member will result in automatic termination of the privilege of using the building or facilities by that individual or those individual(s).

CLASSIFICATION OF ORGANIZATIONS AND INDIVIDUALS REQUESTING USE

Programs sponsored by the Suring Public School District have first priority for the use of all facilities. District programs include those approved by the School Board, supervised by authorized School District staff members and funded through the District accounting system. Examples of such District sponsored programs are: all regular curricular and extracurricular activities; Board, staff and student committees directly related to school operations, school operated booster clubs, Suring Family School Organization, etc. All non-school sponsored groups and individuals are required to obtain permission from the Board for use of school facilities. When there are competing interests for the use of facilities, approval will be given according to the following classifications of priority.

Class I

Class I organizations have first priority for the use of school facilities if such facilities are not being used for school sponsored activities during the time requested. This category consists of nonprofit youth, community or American veteran affiliated groups whose goals are related to the School District program or the local government. Organizations in this category include: 4H, scouts, Little League, Babe Ruth, Suring Youth Wrestling, Suring Youth Football, Community Business Association, local or state government, American Legion, etc.

Class II

Class II includes individuals or groups formed for nonprofit charitable, philanthropic, civic, social, personal, cultural or educational purposes. Included in this class are service clubs, fine arts associations, theater groups, religious groups, institutions of higher education offering adult education classes, and other non-profit programs.

Class III

Class III is defined as those organizations and individuals that operate for profit and the profits are used by that group for its self-advancement.

PROCEDURE FOR REQUESTING USE OF FACILITIES

The Board will permit the use of school facilities when such permission has been requested in writing by a responsible individual, organization or a group of citizens and has been approved by the District Administrator.

1. Individuals or groups requesting the use of a school facility must obtain a Request and Contract for Use of School Facilities form from the district office. The user may be required to present evidence of the purchase of organizational liability insurance to the limit prescribed by District administrative guidelines. All requests for use of school facilities other than school sponsored activities and programs within each school, are to be submitted to the district office at least ten (10) school days prior to the event. Reasonable exceptions will be considered.
2. The Director of Buildings and Grounds will assure that there are no conflicts with the use of the facility being requested, provide for any requested equipment, make arrangements for custodial or supervisory personnel if necessary, and assess the required fees.
3. The Request and Contract for Use of School Facilities form is then approved by Principal, Director of Buildings and Grounds, Director of Food Service (if necessary) and the District Administrator.
4. The District Bookkeeper will process all payments for facility use. All predictable costs incurred shall be paid to the Board within ten days prior to the event and all additional costs incurred by the event shall be paid within ten days after the event. All payments shall be made out to the Suring Public School District and submitted to the district office.
5. All applications will be processed according to the date of receipt of the application and the classification of the user. The principal, after consulting with the requesting outside group contact person, has the authority to cancel permission for use of the building if the facility becomes needed for school activities.

FEE SCHEDULE

All rates are for four (4) hours or less. For each hour beyond 4, the initial cost will be billed at a prorated rate for the given classification. For example, the rate for using the computer lab for 5 hours in Class II would be \$20 plus \$5.

Facility Cost

| <u>Facility</u> | <u>Class I</u> | <u>Class II</u> | <u>Class III</u> |
|--------------------------|----------------|-----------------|------------------|
| Gymnasium | No Charge | \$20 | \$150 |
| Kitchen/Cafeteria | No Charge | \$20 | \$100 |
| Classrooms | No Charge | \$10 | \$15 |
| Library | No Charge | \$10 | \$50 |
| Cafeteria | No Charge | \$10 | \$25 |
| Board Room | No Charge | \$0 | \$15 |
| Athletic Fields | No Charge | \$10 | \$50 |
| Computer Lab/Triton Room | No Charge | \$20 | \$100 |

Additional Costs

The additional costs may be charged to any individual or group regardless of the classification status.

| | |
|--|----------------------------------|
| Custodial/Field Preparation/Snow Removal | Negotiated Agreement Hourly Rate |
| Food Service Personnel | Negotiated Agreement Hourly Rate |
| Computer Technician | Contracted Hourly Rate |
| Weight Room Supervisor | Negotiated Agreement Hourly Rate |
| Microphone Use | \$3 per microphone/per event |
| Stadium Lights | \$20 per event |
| Additional Disposal Cost | \$60 per event |

If an organization is conducting a fund raising event while using a facility and all or part of the proceeds are being donated to the Suring Public School District, facility use fees may be waived.

SURING PUBLIC SCHOOL DISTRICT
Request and Contract for Use of School Facilities

Organization/person responsible for requesting use of facility: _____

Address: _____

Telephone number: _____ Email Address: _____

Facility to be used (please check one): Middle/High School Elementary School Other

Room/site requested (Please Check One): Gym Cafeteria Classroom # _____
 Board Room Kitchen Computer Lab
 Football Field/Track Concession Stand Other _____

Date(s) facility to be used: _____ Time(s) of use requested: _____ to _____

Estimated number of participants/spectators: _____ School equipment needed: _____

Estimated number of participants/spectators: _____ School equipment needed: _____

Room set up: _____

School personnel needed: _____ Custodian _____ Food Service _____ Computer Technician
_____ Weight Room Supervisor

Purpose for which the building will be used: _____

User provided proof of liability insurance: _____ Copy of statement attached _____ Not Applicable

It is agreed between the Suring Public School District (hereinafter referred to as "District") and _____ (hereinafter referred to as "User"), that the District shall allow the User access to and use of facilities as conditioned and described in the contract which includes the attached administrative rules. It further understood that in consideration of facilities made available to the User, User agrees to indemnify and save the District harmless against all claims, suits, demands, orders, judgments, or other forms of liabilities as shall arise out of or by reason of action taken, or not taken, by the District under this contract including, but not limited to, damages and costs for which the District may be found to be liable as well as reasonable attorney fees and costs necessary to defend the interests of the District. It is further agreed that this indemnification and hold harmless agreement will apply even if injuries or other damages were caused in whole, or in part, by acts of negligence by agents or servants or employees of the School Board. If the event is to be cancelled, the User will notify the District at least twenty-four (24) hours in advance of the date reserved. The contract is not transferable. The User agrees to and is informed of all of the provisions of the contract including the attached administrative rules.

| | | | |
|--|---------------|--------------------------------|---------------|
| _____ Person Responsible (User) Signature | _____ Date | _____ Principal Signature | _____ Date |
| _____ Director of Buildings and Grounds | _____ Date | _____ Food Service Director | _____ Date |
| _____ District Administrator | _____ Date | | |

Make check payable to the Suring Public School District. The security deposit will be returned if facilities and equipment are not damaged. Any additional costs generated during the use of the facility will be billed to the User.

FOR OFFICE USE: Classification of User: Class I Class II Class III

| | | |
|----------------------|-------|--------------|
| Security Deposit: | \$ 35 | |
| Facility cost: | \$ | |
| Equipment cost: | \$ | |
| Personnel cost: | \$ | |
| Liability Insurance: | \$ | |
| Field Preparation: | \$ | |
| Field Lights: | \$ | |
| Other: | \$ | |
| TOTAL DEPOSIT | \$ | Paid on Date |

*copy to all parties