### **SCHOOL DISTRICT - COMMUNITY RELATIONS**

#### Series 900

Policy Title: Community Use of School District Facilities & Equipment Code No. 905.1

School district facilities and equipment will be made available to local nonprofit entities which promote cultural, educational, civic, community, or recreational activities. "Entity(ies)" will include organizations, groups and individuals and their agents. Any district employee using district-owned property or facilities for a use outside their duties as an employee is doing so as a community member, and not as a district employee. Prior to using district resources for activities outside the scope of their job duties, employees must meet the requirements to be considered a qualifying entity. Such use will be permitted only when the use does not interfere with or disrupt the education program or a school-related activity, the use is consistent with state law, and will end no later than midnight. It is within the discretion of the board to allow for-profit entities to use school district facilities and equipment. The board reserves the right to deny use of the facilities and equipment to an entity. It is within the discretion of the superintendent to allow use of school district facilities and equipment on Sundays.

Entities that wish to use school district facilities or equipment must apply at the central office. It is the responsibility of the board secretary or superintendent to determine whether the school district facility or equipment requested is available and whether the application for use meets board policy and administrative regulations. It is the responsibility of the superintendent and board secretary to provide application forms, obtain proof of insurance, and draw up the contract for use of school district facilities and equipment.

Use of school district facilities and equipment by entities will be supervised by a school district employee unless special prior arrangements are made with the superintendent. The school district employee will not accept a fee from the entity using school district facilities and equipment. If appropriate, the school district employee may be paid by the school district.

Entities that use school district buildings, or equipment, or sites <u>must leave the building or site in the same</u> <u>condition it was in prior to its use</u>. Inappropriate use of school district facilities and equipment may result in additional fees charged to, or the inability of, the entity to use school district facilities or equipment in the future.

The board may allow entities, such as the Boy and Girl Scouts, 4-H, AAU and Leagues, Lil Mustangs Daycare (as a renter), use the school district facilities and equipment without charge. While such entities may use the facilities and equipment without charge – or rental fee - they may be required to pay a custodial fee – amount determined by whichever room, equipment etc. is used.

Rental Agreement must be turned in with a minimum notice of two (2) weeks.

The utilization of buildings, grounds and facilities will follow the following priority order:

- 1. Civil Defense emergencies without charge.
- 2. Public schools of the district and allied organizations.
- 3. Private and parochial schools.
- 4. Youth groups of an educational, recreational, or patriotic nature.
- 5. Non-profit community activities.
- 6. Profit-making community groups.
- 7. Resident and non-resident commercial enterprises.

A Certificate of Liability Insurance must be attached to the rental agreement form to complete the agreement. Business, commercial, organizations or other entities are required to provide evidence of a Commercial General Liability with a minimum of \$1,000,000 each occurrence/\$2,000,000 general aggregate limit of liability.

Individuals and families are required to provide evidence of personal liability insurance (usually attached to a homeowners or farm liability policy) with a minimum limit of \$300,000 each occurrence. George-Little Rock Community School District, 309 S. Lincoln St., Suite 1, PO Box 6, George, IA 51237 must be listed as the certificate holder. Most insurance agents provide these free of charge upon request.

It is the responsibility of the superintendent to develop a fee schedule for the board's approval and to develop administrative regulations regarding this policy.

NOTE: This policy requires that all users of school district facilities provide proof of insurance. This is not a legal requirement. It is there for the protection of the school district. Prior to waiving insurance requirements for groups, a school district should check with its insurance carrier to clarify coverage.

# **Legal Reference:**

Iowa Code§§ 8D; 123.46; 276; 278.1(4); 279.8; 297.9-.11

#### **Cross Reference:**

705.04 Expenditures for a Public Purpose

705.04 R(1) Expenditures for a Public Purpose - Use of

Public Funds Regulation

905.02 *Nicotine/Tobacco-Free Environment* 

**Approved** February 5, 2019

Reviewed November 21, 2023 Rev

**Revised** November 21, 2023

# PLEASE COMPLETE AND RETURN TO DISTRICT CENTRAL/BUSINESS OFFICE

Code: 905.1E1 & 905.1E2

# George - Little Rock Community School District Community Use of School District Buildings & Sites & Equipment Facility Request and Agreement Form

The undersigned entity makes an application for the use of the school district facility or equipment as below. The entity will provide police protection at its own expense, if necessary, to maintain order and to protect the building, site, or equipment. Police protection is required when admission is charged.

The District reserves the right to deny any facility rental request to anyone for any reason.

Please refer to Policy 905.01 to determine the proper use of school facilities and equipment. The entity is responsible for complying with the law, board policy and the administrative regulations.

The entity must provide an Indemnity and Liability Insurance Agreement, Policy 905.1E2, prior to the use of school district buildings, sites, or equipment.

The undersigned, hereafter referred to as "entity," states that it will hold the George-Little Rock Community School District, hereafter referred to as "school district," harmless from any and all damages and claims that may arise by reason of any negligence on the part of the entity in the use of any facilities or equipment owned by the school district. In case any action is brought therefore against the school district or any of its officers, employees or agents, the entity will assume full responsibility for the legal defense thereof, and upon its failure to do so on proper notice, the school district reserves the right to defend such action and to charge all costs, including attorneys' fees, to the entity.

The entity agrees to furnish and maintain during the usage of the facilities or equipment owned by the school district such bodily injury and property damage liability insurance as will protect the entity and the school district from claims or damages for personal injury, including accidental death, and from claims for property damages which may arise from the entity's use of the school district's facilities or equipment whether such operations be by the entity or by anyone directly or indirectly employed by the entity.

ORGANIZATION:		Date		
<b>FACILITY REQUESTED</b> : Location: □GLR MS/HS		☐ GLR Elementary	☐ GLR District	Central Office
PURPOSE:				
Date/s Requested:		_ Times Request	ed:	
AREAS REQUESTED:				
☐ Elementary Gym		\$20 per hour	\$50 half day	\$100 full day
☐ Elementary Multipurpo	ose/Lunchroom	\$20 per hour	\$50 half day	\$100 full day
☐ Classroom	□ Elementary □ MS/HS	\$20 per hour	\$50 half day	\$100 full day
☐ MS/HS Commons	□ New □ Old	\$20 per hour	\$50 half day	\$100 full day
□ Concession Stand	(no additional charge when used	d for serving, not sell	ing product	
☐ MS/HS Auditorium		\$20 per hour	\$50 half day	\$100 full day
☐ MS/HS Gym		\$20 per hour	\$50 half day	\$100 full day
☐ MS/HS Locker Rooms		\$12 per hour		
☐ Central Office ICN Ro	om/Learning Center	\$12 per hour		
☐ Central Office Community Meeting Room		\$20 per hour	\$50.00 half day	\$100.00 full day
☐ Central Office Multipu	rpose/Lunchroom	\$20 per hour	\$50.00 half day	\$100.00 full day

Chairs and tables rental as follows: Multi-Purpose Rooms:	Chairs - (Over 200) - \$25.00
High School Commons:	Tables - \$4.00 each Tables and Chairs - \$4.00 per table and chair set
Rates for Use of Equipment DVD/VCR (one-half day) Projectors (one-half day) Spotlight Floor tarp (includes pickup and return)	\$10.00 \$10.00 \$10.00 \$75.00
Kitchen rental as follows: \$20.00 plus the actual cost for a food service staff required to be on duty during the time the kitchen	member salary if it exceeds the $\$20.00$ fee. A food service staff member is is rented.
Personnel Charges for All Groups&* Custodian: \$35.00 per hour (amount includes over Building/Event Supervisor: \$35 per hour (amount i Note: A staff person must be on duty for all facility *If cleanup is not completed, organization or indiv	ncludes overtime, IPERS and taxes) rental events unless approved in advance by the superintendent.
Auditorium Tech Director: \$45 per hour (amount in Student Audio/Visual Tech: \$10 per hour (amount Note: District personnel will only be allowed to ope approved by the superintendent.	
Additional Charges for Groups Use of Auditorium lights other than house lights: \$ Use of Auditorium sound system other than one m Other Equipment Charges depend on the request	
	nent must leave the facility and/or equipment in the same condition it was rict facilities and/or equipment may result in additional fee charges or the
II	FACILITY AGREEMENT
Today's date: Name of	of Organization/Group
Type of Organization: Non-Commercial Organ	nization or Individual Commercial Organization
Representative Contact Information:	
Name:	Phone:
Address:	Email:
Rented Facility Space(s):	
Rental Date(s): Si	tart Time: End Time:

CHAIRS #:\_\_\_\_ OTHER:\_\_\_\_

Fees:			
Rental Space:	Total Hours	x Rate	_ = \$
Custodial Service:	Total Hours	x Rate	_ = \$
Event Supervisor:	Total Hours	x Rate	_ = \$
A/V Tech:	Total Hours	x Rate	_ = \$
Kitchen Staff:	Total Hours	x Rate	_ = \$
Chairs:	Number Requested	-	= \$
Tables:	Number Requested	-	= \$
Auditorium Equipment: = \$			
Other Equipment/Charg	es:		_ = \$
	rms: rmitted in school facilities or vehicles drugs, alcoholic liquors or beverage	s, or on school grounds.	= \$d in the buildings or on the c
	amployee must be present or on call		

- grounds.
- A school district employee must be present or on call while the school district facility or equipment is being used by
- 4. Custodians are not to be paid by the individuals or organizations renting school facilities.
- 5. After a school district facility, site, or equipment has been used by an entity, cleaning, including restoring the facility, site or equipment to the condition it was in prior to its use, will be done by a committee from the entity. The fee charged to the entity for the use of the facility, site, or equipment will include these costs. However, if excessive costs are involved in cleaning or otherwise restoring the facility, site, or equipment to the condition it was in prior to its use, the board reserves the right to charge the entity for these excessive costs.
- 6. Entities are required to stay within the area of the school district facility or site and use only the school district equipment authorized by the school district for use by the entity. Other school district facilities, sites, or areas in the school district building or equipment are off limits to the entity.
- 7. A cancellation after the facility or equipment is made ready for the entity will be charged at the full rate. Cancellations made prior to that time will be charged a minimum cancellation fee or the costs incurred to the school district in anticipation of the entity's use, whichever is greater.
- 8. Children are to be supervised when present. Failure to supervise children will void this contract.
- 9. Appropriate gym attire, including gym shoes must be worn in the gym.
- 10. The district is not responsible, nor will be held liable, for injuries or accidents during the rental period.
- 11. (Table and Chair set-up is the responsibility of the renter.)

#### **LIABILITY RELEASE**

, its members, invitees, agents or assignees in exchange for the use of the George–Little Rock Community School facilities, equipment or property hereby releases the George-Little Rock Community School District, its Board, agents, assignees or employees from any and all liability because of any damages, costs, loss of services, expenses or compensation on account of, or arising out of personal injury or property damage sustained as a result of this group's use of these facilities, equipment or property. A certificate of insurance must be provided with this contract.
, its members, invitees, agents or assignees hereby agrees to hold harmless the George-Little Rock Community School, its Board, agents, assignees or employees from all liability described above in consideration for the use of the George-Little Rock Community School facilities, equipment and property and hereby relinquishes its cause of action to bring any claim against the George-Little Rock Community School, its Board, agents, assignees or employees regarding any incident arising out of this group's use of these facilities, equipment or property. A certificate of insurance must be provided with this contract.

A certificate of liability insurance must be attached to the rental agreement form to complete the agreement.

Business, commercial, organizations or other entities are required to provide evidence of a Commercial General Liability with a minimum of \$100,000 each occurrence/\$2000 general aggregate limit of liability. Individuals and families are required to provide evidence of personal liability insurance (usually attached to a homeowners or farm liability policy) with a minimum limit of \$300,000 each occurrence. George Little Rock Community School District, 500 E. Indiana Ave., PO Box 6, George, IA 51237 must be listed as the certificate holder. Most insurance agents provide these free of charge upon request.

OTHER CONDITIONS:		
I have read Board Policy 905 Community Use of School District Facilities & Equipment, including the regulations and exhibits; and agree to the guidelines, requirements, rates and responsibilities as stated.		
Yes No		
Signature of Applicant	Date	
Signature of District Official	Date	

# Community Use of School District Buildings and Sites and Equipment Regulations

Code No. 905.1R1

- 1. Alcoholic beverages will not be brought to or consumed on school grounds.
- 2. Smoking is prohibited in school district facilities or on school district grounds, including in private vehicles.
- 3. A school district employee must be present while the school district facility or equipment is being used by an entity when admission is charged.
- 4. After a school district facility, site, or equipment has been used by an entity, cleaning, including restoring the facility, site or equipment to the condition it was in prior to its use, will be done by the entity. However, if excessive costs are involved in cleaning or otherwise restoring the facility, site or equipment to the condition it was in prior to its use, the board reserves the right to charge the entity for these excessive costs. If employees need to clean up due to entity not completing clean up, personnel costs will be invoiced.
- 5. Entities are required to stay within the area of the school district facility or site and use only the school district equipment authorized by the school district for use by the entity. Other school district facilities, sites, or areas in the school district building or equipment are off limits to the entity.
- 6. A cancellation after the facility or equipment is made ready for the entity will be charged at the full rate. Cancellations made prior to that time will be charged a minimum cancellation fee or the costs incurred to the school district in anticipation of the entity's use, whichever is greater.

The George-Little Rock Community School District is owned, maintained, and supported by the public. The Board of Education actively seeks to respond to the educational, cultural, and recreational needs of the communities through the total resources of the community schools. However, all school facilities and outdoor areas have been primarily erected and maintained for the use of the students of GLR, and shall not be used for another purpose that will conflict with the primary use. Any activity connected with approved school programs will take precedence over any request for use of the facilities for any other purpose. Please read the following rental guidelines and School Board Policy before completing a facility request.

# **Scheduling of Facilities**

- School facilities are not normally available for rent on school designated holidays and over school breaks.
   The superintendent or designee may allow use at these times if such use does not interfere with facility maintenance/cleaning schedules and contingent upon availability of adequate personnel.
- Rental of facilities is for occasional or temporary use, but not regular or ongoing use.
- No overnight stays will be permitted in district facilities.
- Facility rental time cannot be requested past 10 p.m. unless prior approval has been received from the superintendent.
- When school is cancelled or dismissed early for weather related or other reasons, all rentals may also be cancelled. The school district also reserves the right to cancel weekend rental activities when the conditions are deemed unsafe.
- The District reserves the right to deny any facility rental requests for any reason.
- A cancellation after the facility or equipment is made ready for the entity will be charged a minimum cancellation fee or the cost incurred to the school district in anticipation of the entity's use, whichever is greater.

#### **Rental Process**

- 1. External group facility requests must be made at least two weeks in advance of the requested date(s).
- 2. Facility requests are to be initiated with the District Central Office. Before the facility request is approved, the administrator will verify with the district office and buildings and grounds department and/or other department that appropriate personnel are available to work the requested date(s).

- 3. Renters are required to complete and provide the following information:
  - a) Facility Use Request Form
  - b) Facility Use Agreement Form contract signed by both parties.
  - c) Commercial Organizations Hold Harmless Insurance Agreement & certificate of insurance naming the George-Little Rock Community School District as an "additional insured". (A minimum \$1,000,000 liability policy is required.
- 4. The Business Office will determine the appropriate rental charges for the use of the facilities based on classification, activity, personnel costs, equipment, fee schedule, and deposits. When necessary, additional fees may include such things as cleaning fees, failure to cancel reservation, replacement or repair for damage or theft, or other costs. All or a percentage of the estimated usage and personnel fees for a group's activity may be required to be paid prior to the usage.
- 5. Copies of the completed facility use request form and facility use agreement form will then be forwarded to the building office.
- 6. On the date(s) of the event, access to the district facilities will be granted through either a designated staff member or a district-issued key fob. A \$10 deposit is required for district-issued key fobs.
- 7. Upon completion of the rental event, please return the key fobs and any keys issued.

## **Regulations Concerning the Use of School Facilities**

- 1) The group representative must be an adult and present during the time the facilities are being used.
- 2) A school district employee must be present while the school district facility and/or equipment are being used by an outside entity unless special prior arrangements are made with the Superintendent.
- 3) The group's representative will be responsible for the following regulations for facility usage by his/her group;
  - a. Group representative will be the first inside the facility and the last to leave; making sure the facility is left in the same condition as it was before entering.
  - b. The facility must be used only for the purpose that was originally intended and set forth on the facility request form.
  - c. Group representative is responsible for reporting any personal injuries received by any group member while using the district facilities. The representative should contact the district office at (712) 475-3311, extension 102, to report any injuries.
  - d. Group representative is responsible for reporting any damage or theft to the building or equipment following the same quidelines. Custodians/supervisors on duty should also be notified.
- 4) The group representative should make a preliminary-use check of the facility prior to their use. If anything that will be used is already damaged, contact the custodian/supervisor on duty.
- 5) All equipment used or moved must be returned to the proper place in original condition.
- 6) The renter assumes financial responsibility individually on behalf of the organization being represented for any part of the school or contents made available therein that may be damaged or stolen during the hours the building was in use by the organization.
- 7) The renter shall be liable for any and all loss, damage, or injury sustained by any person that by reason of the negligence of the renter. The renter shall indemnify and hold harmless the school district from any and all loss, damage, or injury.
- 8) Food and beverages are permitted in designated areas only.
- 9) The use of alcoholic beverages or illegal drugs in any form is prohibited from all school grounds
- 10) All school buildings, grounds and vehicles of the district are tobacco free. Persons failing to abide will be asked to leave the school premises.
- 11) Specific Room Regulations shall be as follows:
  - a. <u>Auditorium</u> Groups requesting use of an auditorium will need to list in detail their equipment requests and audio/visual technicians needed. Only district staff, or someone trained by district staff and approved by the superintendent, may operate the audio/visual equipment in the auditorium. Renters will be charged accordingly for equipment and personnel use. Maximum number of people is restricted to the seating capacity indicated appropriately by the Fire Marshall. No food or beverages are allowed in the auditorium.
  - b. <u>Gymnasiums</u> No wearing of shoes that mark up the floors or outdoor shoes or dress shoes. No hanging on basketball rims. No climbing or playing on climbing walls or bleachers (if bleachers are

- needed the custodians will move them in and out). No pushing/pulling of tables, chairs, or other equipment across gym floors. Nothing may be taped to the gym floor without prior approval. Scoreboards may not be used unless previously approved.
- c. <u>Classrooms</u> Materials are not to be used or removed from the rooms. Users are expected to leave the rooms in the same condition as they found them.
- d. Outside Areas Groups are expected to clean up all trash, papers, or other litter in the fields of surrounding areas. Failure to provide appropriate clean-up will result in additional charges to the renter. Use of tents, temporary structures, or signage where stakes are driven into the ground must be pre-approved. The District reserves the right to cancel any event in order to prevent damage to athletic fields or other district property. Water and electricity may not be available from district sources unless special arrangements are made.

1.

905.02

I.C. Iowa Code	Description
Iowa Code § 123.46	Consumption/Intoxication in Public
Iowa Code § 276	Community Education
Iowa Code § 278.1	Power of Electors
Iowa Code § 279.8	<u>Directors - General Rules - Bonds of Employees</u>
Iowa Code § 297	School Houses/Sites
Iowa Code § 8D	<u>ICN</u>
Cross References	
Code	Description
705.04	Expenditures for a Public Purpose
705.04-R(1)	Expenditures for a Public Purpose - Use of Public Funds
	Regulation

Nicotine/Tobacco-Free Environment

	<b>—</b>	
Approved	Reviewed November 21, 2023	Revised November 21, 2023
annioven	NEVIEWEU NOVEHIDELZ I, ZUZJ	NEVISEU NOVEHIDEL Z L. ZUZJ

### **FEES SCHEDULE**

0 to 4 hours – Half Day, 4-8 hours – Full day	y, More than 8 hours - \$20.00 per hour after
MS/HS Commons: (Capacity – New 400, Old 135)	0.00 half day \$100.00 full day
MS/HS Auditorium (Capacity 350)	\$100.00 per day
MS/HS Gym(Capacity <u>1,200)</u>	\$100.00 per day
MS/HS Locker Rooms	\$12.00 per hour
Elementary Gym (Capacity 400)	\$50.00 half day \$100.00 full day
Elementary Multipurpose/Lunchroom (Capacity 20	00) \$50.00 half day \$100.00 full day
Central Office Community Meeting Room (Capac (includes the tables and chairs that are in	ity 50) \$50.00 half day \$100.00 full day there)
Central Office Multipurpose/Lunchroom (Capacity	200) \$50.00 half day \$100.00 full day
Central Office ICN Room/Learning Center (Capac	ty 50) \$50.00 half day \$100.00 full day
Classroom	\$50.00 half day \$100.00 full day
Chair and table rental:	
Multi-Purpose Rooms	Chairs - (200 or less) - \$18.00
MS/HS Gymnasium Chairs	(Over 200) - \$25.00
Tables	\$4.00 each
MS/HS Commons	Tables and Chairs - \$4.00 per table and chair set
Rates for Use of Equipment	
TV	one-half day - \$10.00 – Full Day \$20.00
DVD/VCR	one-half day - \$10.00 – Full Day \$20.00
Projectors	one-half day - \$10.00 – Full Day \$20.00
Spotlight	one-half day - \$10.00 – Full Day \$20.00
	\$75.00

### Kitchen rental as follows:

\$20.00 plus the actual cost for a food service staff member salary if it exceeds the \$20.00 fee. A food service staff member is required to be on duty during the time the kitchen is rented.

Buildings will not be available unless a contract is signed by the entity and the school district well in advance of scheduled usage.

District Emergency Contact Number: Tom Luxford 712-475-3311 Ext. 102 or 712-253-7759