

## **PUBLIC USE OF SCHOOL BUILDINGS**

It is the belief of the Elk Point-Jefferson School Board that the best interest of the community is served by allowing extensive use of the school district facilities. It is also the board's belief that such use should take place in a manner that does not interfere with the district's educational program for students, and does not reduce resources for the students' educational program.

All local, civic, religious, fraternal, and community organizations, or groups interested in promoting cultural, educational, or recreational activities are eligible to use buildings, grounds, or other school properties, providing the activities to be conducted are not contrary to the public interest and are not contrary to law.

School buildings and facilities are available for community use at no cost provided:

1. The building's use is scheduled for the hours it is normally open and staffed. Exceptions to these normal hours must be cleared through the Superintendent.
2. The Superintendent approves the request for the use of the building.
3. Such use does not conflict with the school's schedule.
4. Appropriate personnel must provide supervision of facilities.
5. The District incurs no direct or indirect costs for the use of the facility (ex. cleanup or damage of property/equipment). The Superintendent must approve exceptions.
6. The use of the facility is not for an individual's personal use or for private gains, i.e., private parties, wedding receptions, etc., that would normally be held in churches or businesses in the community.

School buildings and facilities are available to non-profit making resident citizen's groups during hours when the building is usually closed, when:

1. The guidelines from above are met.
2. Groups raising money for the benefit of our youth shall not be charged for the use of the facility.
3. School affiliated groups or local organizations sponsoring community service programs are exempt from all charges provided no supervisory or housekeeping services are needed. If supervision or housekeeping of facilities is necessary, the fees shall be the direct costs incurred by the school. The Superintendent must approve all exceptions.
4. All staff groups and teachers and student groups may use school facilities with prior approval of activities director.
5. Under unusual circumstances, such as an overriding community need, the Superintendent may approve the use of school facilities without cost.

FEES FOR PROFIT MAKING GROUPS (groups whose intent is to benefit or make a profit for an individual or members of the group):

Classroom rate	\$25.00 per hour
Cafeteria rate	\$100.00
Stage or Gym rate	\$25.00 per hour plus custodial costs if they are needed
Athletic Complex	\$500.00 plus custodial costs

Certificates of insurance are required for the use of outside areas and may be required for some kinds of inside events. The school district reserves the right to deny the use of the facility when such usage might result in damage to the school facility. Failure to adhere to the regulations of this policy will result in the loss of the privilege of using the facility. Should unusual circumstances arise, it may be necessary to withdraw an approved agreement.

No gratuities shall be paid to school personnel by organizations using facilities. The school will pay the salary or wages for on duty school personnel. Fees for the use of the facility shall be billed by the Superintendent and collected by the Business Office.

On all matters relating to the interpretation or appeal of this policy, the board's decision will be final.

REGULATIONS:

1. No tobacco products will be allowed in the school building.
2. There shall be no alcoholic liquors or beverages, or drugs brought to or consumed in the buildings or on the grounds.
3. Applications for the use of school facilities should be made through the Superintendent. All users are required to sign a users agreement.
4. All groups using school facilities must have responsible adult supervision present at all times. A school employee on paid or volunteer status must be in attendance to unlock, supervise and relock the facility each time it is used.
5. Users are responsible for the proper utilization of equipment and facilities and are responsible for any breakage or damage that occurs. Users are responsible for the proper control of activities and persons using school facilities and equipment so that all safety factors are observed. Users are responsible for the correction of minor and easily correctable safety factors and are asked to report all others immediately or on the next working day, as warranted, to the activities director.
6. Users agree to hold the District harmless from any and all liability arising out of the user's negligence or omissions while using the school facilities or equipment.
7. Business or for-profit groups and individuals will be required to furnish a certificate of liability insurance prior to the execution of the rental agreement.
8. School buildings and grounds will be available only during the time listed on the contract. Likewise, only those buildings and grounds listed on the contract will be available, and activities should be confined to the stated area.
9. The serving of food in school buildings by a commercial caterer is permitted, but must be first approved by the Superintendent and stated in the usage contract.
10. The school reserves the right to adopt and enforce additional rules and regulations as may be deemed appropriate in individual cases.
11. Organizations using the buildings and facilities must have an adequate number of adult sponsors to assure proper care and use of school property. Said supervisors must be present during the duration of the activity.
12. All persons participating in physical education or athletic activities will wear approved gymnasium shoes. Food and drinks will be permitted in designated areas only.
13. Moving and adjusting scenery, securing lighting effects, operating the public address system, and similar matters will be accomplished under the direction of a designated school employee.
14. All properties not belonging to the school are to be removed after the last performance or the day after use of school facilities.
15. All damages to school property shall be repaired and billed to the sponsoring individual or organization. A damage deposit may be required at the discretion of the Superintendent.
16. When additional custodial and supervisory personnel are needed for set-up, clean-up, supervision, etc. an additional charge per hour may be added to defray such expenses.
17. Here are some common sense guidelines for using the athletic facility:
  - a. No black sole shoes on gym floor.
  - b. Bleachers are not to be used at anytime without the approval of the Superintendent.
  - c. Please keep the area clean that is used for your activity.
  - d. Report any damaged items or equipment to the Superintendent.
  - e. Please remember, to supervise your children at all times. The school is not to be used as a day care center.

(Adopted by Board of Education: November 2014)

# Facility Use Agreement

I, \_\_\_\_\_, agree to the following requirements and expectations when accessing and using the Elk Point-Jefferson school facilities.

1. The building can be accessed and used during the following times unless otherwise approved by administration:
  - i. Monday – Friday – 4pm-9pm \*\*
  - ii. Saturday – 8am-9pm
  - iii. Sunday – 12pm-9pm\*\* If there is no school on a weekday, the Saturday hours of use would apply to that day.
2. Key fobs for a parent or volunteer of a youth activity will be activated upon completion of a user agreement and will be deactivated at the end of the season. Actual keys will need to be returned to the AD or Supt upon completion of the season of play. To reactivate fobs and request actual keys again, please contact the Superintendent to notify him/her of your intentions to coach again.
3. Fobs and keys should NOT be given to other individuals to open the facility especially if that person is a minor.
4. Adult (those of age 21 and above) supervision of the student group or activity is required at all times while facility is in use.
5. For youth activities, a practice schedule will be provided to the Activities Director and Superintendent and access to the facility will be limited to those times. Fobs should not be used to access the building during other times when your activity or group is not practicing.
6. The individual listed on this agreement is responsible for making sure the facility is cleaned and locked before leaving.
7. A coach for a non-school sponsored youth activity (8<sup>th</sup> grade and below) needs to provide documentation to the Activities Director that all students in that grade level were given the opportunity to be part of the team. Not all children will choose to be part of the team, but an offer needs to be extended each year.
8. Users agree to hold the District harmless from any and all liability arising out of the user's negligence or omissions while using the school facilities or equipment.
9. No fob will be activated or keys given out until this agreement is signed.
10. A deposit of \$10 for the fob and keys will be collected at the time of this agreement and will be returned to the user when the fob and keys are returned to the AD or Superintendent.

I have read the above guidelines and expectations of facility use and have also read the Elk Point-Jefferson School District's policy on Public Use of School Buildings. By signing this agreement, I agree to follow these regulations while using the Elk Point-Jefferson School facility. Failure to do so may result in the revocation of the keys to the school and future access to the facility denied.

\_\_\_\_\_  
Person requesting use of facility

\_\_\_\_\_  
Date

\_\_\_\_\_  
Activities Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date