

4320 RENTALS AND SERVICE CHARGES

The Grand Island Public Schools desires to permit the use of public school buildings for public assemblages under such rules and regulations as it may adopt by making school facilities and certain specified items of equipment or services available for use, when doing so will not conflict with the educational program. The buildings and other properties of the District must first be used for the education of elementary and secondary school age students, but may also be used to serve the needs of the community.

It shall be the responsibility of the Superintendent or the Superintendent's designee to establish administrative procedures to facilitate the orderly use of school facilities including rental fees and appropriate schedules. The Board of Education will approve all long-term (six (6) months or more) rental and lease agreements.

District personnel may use school facilities, equipment, and/or other resources within the Nebraska statutory definition of incidental or de minimis use. District personnel may not use school facilities, equipment, and other resources for activities that result in personal or corporate gain.

School buildings may not be used for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.

References: Neb. Statute 49-14,101
 Neb. Statute 49-14,101.03
 Neb. Statute 79-10,106

Original Policy Adopted 10/4/76
Policy Revision Adopted 11/4/85
Policy Reviewed: 7/19/99
Policy Revised: 6/10/10
Policy Revised: 07/13/2015
Policy Revised: 10.12.2017
Policy Reviewed: 12.10.2020

Grand Island Public Schools

4320.1 Administrative Procedures and Conditions Governing Use of School Facilities for Policy 4320

The Grand Island Public Schools ("the District") permits the use of its school facilities for public assemblages under the rules and regulations stated herein.

A. Applications for Use.

As used herein, "Applicant" refers to a group or club that applies to use school facilities for a meeting, event or activity. "School facilities" refers to portions of school buildings or school premises that are available for meetings, events or activities including school equipment located at the site.

An Applicant desiring to use school facilities shall submit a completed Fee Agreement for School District Owned Facilities signed by a representative who has authority to commit the group to the terms and conditions stated below. The Fee Agreement for School District Owned Facilities shall include the following statements:

Applicant accepts all terms and conditions of the Administrative Procedures and Conditions Governing Use of School Facilities, which are incorporated into this Agreement by this reference, and which can be found in the District's policies at 4320.1.

Applicant shall indemnify, defend, and hold harmless the District, its board of education, officers, agents and employees from any and all claims and/or damages (including attorney fees and costs) arising from the Applicant's use of school facilities or the conduct of its event or from any activity, work, or thing done by the Applicant in or about the school facilities, or arising from any breach or default in the terms of this Agreement, or arising from any act, negligence, fault or omission of the Applicant or the Applicant's agents, employees or invitees. In case any action or proceeding shall be brought against the District by reason of any such claim, the Applicant, on notice from the District, shall defend the claim at the Applicant's expense by counsel approved in writing by the District.

Applicant agrees to procure, at its own expense, a Comprehensive General Liability insurance policy naming the District as an additional insured, which policy shall be written with a minimum of \$2,000,000 combined single limit per occurrence. A Certificate of Insurance showing coverage must be given to the Superintendent or the Superintendent's designee before the Applicant's use of school facilities. The insurance requirement may be waived by the Superintendent or the Superintendent's designee if the intended use presents very little potential for injury or damage and the activity or event is designed to serve the students or the community, and for which no fee is charged.

The Superintendent or the Superintendent's designee may reject an application if the proposed use conflicts with the conditions stated herein. All applications for use longer than six (6) months must be approved by the Board of Education. Applications that are accepted may not be assigned nor can school facilities be sub-let.

Once an application for use is accepted by the Superintendent or the Superintendent's designee, the Applicant shall direct all questions concerning the use to the building Principal whose response shall be consistent with these Administrative Procedures.

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A. Priority of Use.

School facilities are first and foremost dedicated to the District's educational and extracurricular activities. Thereafter, applications for use may be accepted according to the following order of priority:

1. groups or clubs sponsored by the District;
2. student groups wishing to meet during non-instructional time;
3. groups that serve youth for which no admission or participation fee is charged;
4. community recreation programs for which no admission or participation fee is charged or revenue generated;
5. groups that improve the health and welfare of the community for which no admission or participation fee is charged or revenue generated;
6. civic and service clubs and other groups that improve the health and welfare of the community, and if admission is charged, the funds raised are spent for the betterment of the students or the community; and
7. tax-supported entities.

B. Conditions of Use.

As a condition of use of school facilities, the Applicant shall:

1. not use school facilities for personal or corporate profit;
2. comply with all federal, state and local laws, including health and fire codes;
3. comply with school policies concerning non-discrimination, anti-harassment and bullying;
4. comply with reasonable requests from school officials related to the Applicant's use;
5. provide public access to all meetings (meetings may not be secret, closed or exclusive);
6. not smoke, not use tobacco products, alcoholic beverages or illegal drugs, or gamble;
7. only use school equipment with permission;
8. not modify or change school facilities without permission of the building Principal (including no permanent signs, posters or banners);
9. not bring food or beverages onto school property without permission;
10. not bring electrical equipment onto school property without permission;
11. wear soft sole shoes on gym floors or artificial turf;
12. park vehicles in the designated parking lots;
13. provide appropriate supervision for the activity or event;
14. promptly clean up after the use, remove all trash, return chairs and tables and other school property to their proper location and remove any property that was brought in;
15. return school facilities to as good a condition as before the use;
16. immediately report any damage to school facilities or personal injuries to the Principal; and
17. reimburse the District for any damage caused to school facilities.

School facilities are generally not available for use on legal holidays, and their use is normally restricted to the period from one hour after the school day ends to midnight on week-days and on Saturdays from 8:30 a.m. to midnight and Sundays from noon to 10:00 p.m. Applications can be denied based on the unsuitability of the date or time for the requested use, or on unavailability of space, or on the unavailability of school staff to monitor the use.

C. No Warranties About Condition of School Facilities.

The Applicant must conduct an inspection of the school facilities before the meeting, activity or event to ensure the facilities are safe for the intended use. The Applicant accepts the school facilities "As-Is -- With all Faults". In the event of any unsafe condition the Applicant shall immediately notify the building Principal.

D. Fees for Use.

The Superintendent or the Superintendent's designee shall establish an hourly use fee schedule that establishes rates for specific parts of the school facilities that may be used by the Applicant. The rates shall be reviewed no less than every two years. All fees must be paid before the Applicant uses school facilities.

The fee schedule shall be applied evenly to all applicants, with three exceptions:

- a. A different fee may be assessed where the Superintendent or the Superintendent's designee determines that the Applicant's use will require staff time or cause direct costs different than those used in the established fee schedule;
- b. A fee waiver or reduced fee rate may be given for use where the activity or event is designed to serve students or children, such as school-community associations and school-affiliated non-profit groups and summertime sports leagues, sports camps, etc., that are subject to regulation by the Nebraska School Activities Association; and
- c. The application for use is for more than six (6) months, in which case the fee and terms and conditions of the use shall be determined by the Board of Education.

E. Cancellation of Use.

Applications for use that are accepted may be cancelled by the Superintendent or the Superintendent's designee if it is determined that:

1. the use disrupts the educational or extracurricular programs of the District;
2. the use conflicts with the conditions stated herein;
3. the Applicant has not paid the required fees for use;
4. the use is disrupted by weather, or hazardous conditions which require the school facility to remain closed;
5. school staff are unavailable to monitor the use or provide set-up or clean-up services, if required;
6. the Applicant presents an unreasonable risk of personal injury or damage to property;
7. the Applicant enters an area of the school facility that they have not been given permission to enter;
8. the Applicant engages in disorderly, lewd or immoral conduct; and
9. the school facility is required for curricular or extracurricular activities.

The District will return any deposit paid by the Applicant in case of cancellation. However, the District shall not be responsible for any damages, expenses or losses incurred by the Applicant as a result of cancellation.

F. No Private Parties or Events.

Private parties such as birthday parties, graduation parties, anniversary celebrations, et cetera, are not allowed in school facilities. Acknowledgement events or celebrations sponsored by the District are allowed.

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G. Specialized Equipment.

The use of stage and theatre equipment and the use of kitchen and cafeteria equipment must be supervised by school employees. Normally, the District's cooks will prepare the food. However, exceptions may be granted.

H. No Animals.

Animals are not allowed on school property or in school facilities.

I. No Automatic Renewal.

The Applicant's Fee Agreement for School District Owned Facilities shall not renew at the end of its term, and the Applicant must re-apply.

J. Disclaimer of School Sponsorship.

The District does not sponsor or endorse the Applicant or the activity or event conducted by the Applicant. To ensure that the public understands this fact, the Applicant agrees to not make any statements suggesting such sponsorship or endorsement.

FEE AGREEMENT FOR SCHOOL DISTRICT OWNED FACILITIES

Building: _____ Rooms or Areas: _____

PERIOD COVERED BY AGREEMENT: _____ Today's Date: _____

Dates: _____ Hours of Use: _____

APPLICANT - ORGANIZATION OR INDIVIDUAL REQUESTING USE:

Name: _____ Responsible Person: _____

Address: _____ Phone Number: _____

E-mail: _____

Charges & Fees

FEE FOR THE FIRST HOUR \$ _____

FEE SUBSEQUENT HOURS _____ \$/HR TIMES _____ HOURS \$ _____

SPECIAL OR "ONE" LUMP-SUM" FEES: (Describe below) \$ _____

TOTAL FEE OR CHARGES \$ _____

THE APPLICANT OR THE ORGANIZATIONAL REPRESENTATIVE HAS READ AND AGREES TO THE FOLLOWING:

Applicant accepts all terms and conditions of the Administrative Procedures and Conditions Governing Use of School Facilities, which are incorporated into this Agreement by this reference, and which can be found in the District's policies at 4320.1.

Applicant shall indemnify, defend, and hold harmless the District, its board of education, officers, agents and employees from any and all claims and/or damages (including attorney fees and costs) arising from the Applicant's use of school facilities or the conduct of its event or from any activity, work, or thing done by the Applicant in or about the school facilities, or arising from any breach or default in the terms of this Agreement, or arising from any act, negligence, fault or omission of the Applicant or the Applicant's agents, employees or invitees. In case any action or proceeding shall be brought against the District by reason of any such claim, Applicant, on notice from the District, shall defend the claim at the Applicant's expense by counsel approved in writing by the District.

Applicant agrees to procure, at its own expense, a Comprehensive General Liability insurance policy naming the District as an additional insured, which policy shall be written with a minimum of \$2,000,000 combined single limit per occurrence. A Certificate of Insurance showing coverage must be given to the Superintendent or the Superintendent's designee before the Applicant's use of school facilities. The insurance requirement may be waived by the Superintendent or the Superintendent's designee if the intended use presents very little potential for injury or damage and the activity or event is designed to serve the students or the community, and for which no fee is charged.

Applicant/Representative's Signature

Title

BELOW TO BE COMPLETED BY SCHOOL

Certificate of Insurance furnished by: (NOTE: This is applicable to Organizations only. Some Organizations may have this information already on file in the Office of the Supervisor of Buildings & Grounds. Verify with this office.)

INSURANCE COMPANY _____ PHONE _____

REQUEST IS DENIED _____ OR REQUEST IS APPROVED _____, SUBJECT TO RULES ON REVERSE SIDE.

Superintendent or designee

Date

RULES GOVERNING USE OF SCHOOL FACILITIES

The Applicant shall:

1. not use school facilities for personal or corporate profit;
2. comply with all federal, state and local laws, including health and fire codes;
3. comply with school policies concerning non-discrimination, anti-harassment and bullying;
4. comply with reasonable requests from school officials related to the Applicant's use;
5. provide public access to all meetings (meetings may not be secret, closed or exclusive);
6. not smoke, not use tobacco products or alcoholic beverages or illegal drugs, or gamble;
7. only use school equipment with permission;
8. not modify or change school facilities without permission of the building Principal (including no permanent signs, posters or banners);
9. not bring food or beverages onto school property without permission;
10. not bring electrical equipment onto school property without permission;
11. wear soft sole shoes on gym floors or artificial turf;
12. park vehicles in the designated parking lots;
13. provide appropriate supervision for the activity or event;
14. promptly clean up after the use, remove all trash, return chairs and tables and other school property to their proper location and remove any property that was brought in;
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