

Board of Education Study Session  
Monday, May 11, 2020 5:30 PM

School District Office 410 South St., Seward,  
NE  
410 South St  
Seward, NE 68434

## **Agenda**

1. Preliminary Procedures
  1. Call meeting to order & announce Open Meetings Act is Posted
  2. Public Notice as publicized per board policy
  3. Roll Call
    1. Action to excuse board members if necessary
2. Possible Discussion Items
  1. Update on Summer Projects
  2. Facility Rental Agreement/Policy and Pricing
  3. Enter into Executive Session to discuss Administrator, Middle Management, and Classified Staff Pay for the 2020-2021 school year.
    1. Enter Executive Session
    2. Restate reason for entering into Executive Session
    3. Exit Executive Session
3. Adjournment

Please publish the following legal notice in the May 6, 2020 edition of the Seward County Independent. Thank you.

### NOTICE OF SCHOOL BOARD MEETING

The board of education of the School District of Seward will meet in regular session on Monday, May 11, 2020 at 5:30 p.m. for a board study session to be followed by the 7:00 p.m. regular business meeting. The meeting will be a zoom webinar. The link will be available on our website at [www.sewardpublicschools.org](http://www.sewardpublicschools.org). An agenda for the meeting which shall be kept continually current is readily available for public inspection at the Superintendent's Office during normal business hours.

To view the agenda go to <http://SewardPublicSchools.org/> and find the eMeeting link.





STORM DRAIN

RETURN WATER SUPPLY

LOOP WATER RETURN

STORM DRAIN









**3014**  
**Use of School Property**

Community Use of School Facilities

School facilities are primarily intended for the District's educational and extracurricular activity programs. School facilities are, however, made available for use by outside groups to further the interests of the District and the community. Use by non-school groups is allowed pursuant to an application process and is subject to the terms and conditions set forth in this policy.

1. Application for Use.

Outside groups that wish to use school facilities must submit a completed Application for Use form signed by a representative of the outside group who has authority to commit the outside group to the terms and conditions of the Application. The outside group, as Applicant, shall specify the nature of the intended use, the dates and times of the requested use, and the facilities for which use is requested.

The form shall be developed by the administration. The form shall include the statement that:

This application is subject to the terms of the Board's "Community Use of School Facilities" policy. The terms and conditions of that policy are incorporated into this application by this reference. Applicant accepts all such terms and conditions.

2. Acceptance of Application for Use.

Acceptance or rejection of applications shall be the responsibility of the Superintendent or the Superintendent's designee.

Applications shall not be rejected for any unlawful reason, including unlawful discrimination on the basis of race, national origin, gender, religion, disability, age, marital status, or veteran status, and including the applicant's legally protected exercise of constitutional or statutory rights.

The District's facilities are designated as nonpublic forums. Accordingly, applications shall not be accepted for:

- a. Uses that may conflict with or that disrupt the District's educational or extracurricular activity programs.
- b. Uses inconsistent with the mission of the District.
- c. Uses that present an unacceptable risk that the conditions of use set forth in this policy will not be adhered to; either due to the nature of the requested use or the character of the group or individuals within the group.
- d. Uses that present an unacceptable risk of damage or unacceptable wear and tear to facilities or equipment.
- e. Uses for outside commercial activities except with approval of the Board; and except for camps and other activities for high school students subject to and consistent with Bylaws of the Nebraska School Activities Association.
- f. Uses that involves gambling or games of chance.
- g. Uses that involves a group or activity which advocates or condones the violent

- overthrow of the Constitution or of the government.
- h. Uses that involve the meetings of secret clubs not open to members of the public.
- i. Non-community type uses such as wedding receptions, slumber parties, personal use and similar activities.

Applications for use of facilities may be denied based on unsuitability of the date or time of the requested use. Facilities will generally not be available for community use at times when school staff are not available to monitor the Applicant's use, such as on legal holidays; before 7:00 a.m.; after 10:00 p.m. and Sunday mornings prior to Noon.

Leases of school facilities require approval of the Board. As such, Applications that request long-term use of facilities in the nature of a lease will be denied.

Applications may be denied based on the determination of the Superintendent or the Superintendent's designee that the Applicant does not have the financial ability or financial responsibility to pay fees or expenses or to reimburse the District for any damages that may be sustained to facilities or equipment or any liability that may be created by the use.

When an Application conflicts with another Application, the Applications will be accepted according to the following priority order:

- a. Events or activities that are designed to service students of the District or which are related to any function of the District, including approved school-community associations and school-affiliated non-profit groups.
- b. Tax-supported agencies such as educational entities or units of city, county or state government.
- c. Nonprofit community agencies such as private educational agencies.
- d. Groups where the majority of the members reside within the District.

For use conflicts within each group, priority will be given to the first to submit their Application; provided that the Superintendent or the Superintendent's designee may approve an Application that is not first-filed if the other Applicant's use could be feasibly changed to a non-conflicting time or area.

Applications that are accepted may not be assigned or transferred to another outside group.

Applications that are accepted are subject to cancellation by the Superintendent or the Superintendent's designee. Cancellation will occur in the event the administration reasonably determines:

- a. Any of the reasons for non-acceptance of an application exist.
- b. The Applicant fails to meet any term or condition required prior to the use. This includes but is not limited to failure of the Applicant to pay required fees or deposits or failure to show evidence that any required insurance is in place.
- c. Circumstances make the use unsuitable. This includes but is not limited to:
  - i. The condition of the facilities being unsafe. For example, the presence of snow, ice, fallen limbs or other potential hazards that the school would not otherwise clear prior to the activity or event. The Applicant may request that the District clear the hazards such that it may proceed with its activity or event. If the District agrees to do so, the Applicant shall be responsible

- for all costs incurred by the District in clearing the hazard.
- ii. School staff being unavailable to monitor the use or to provide set-up or clean-up services where the District has accepted responsibility for such.
- iii. The need to use the facilities for a school activity or purpose.

Generally, if school is closed on the date of the Applicant's intended use due to inclement weather or hazardous conditions, the Applicant's use will be cancelled.

The Applicant shall remain responsible for fees or expenses, and any deposit that has been received by the District shall be forfeited and be kept by the District, if cancellation occurs because of the fault of the Applicant. Otherwise, the District will return any deposit that has been received by the District. The District will in no event be responsible for any damages, expenses, or losses incurred by the Applicant or any person arising from the cancellation.

An Applicant may withdraw its Application at any time prior to acceptance. An accepted application may be withdrawn by the Applicant, subject to approval of the Superintendent or the Superintendent's designee. Approval is subject to the conditions that the Applicant has given reasonable advance notice (ordinarily, at least 48 hours) and that the Applicant reimburse the District for any expense the District has incurred.

### 3. Conditions of Use.

The conditions for use are as follows:

- a. Compliance. Applicant agrees to:
  - i. Comply with all local, state and federal laws, including health and fire codes.
  - ii. Comply with Board policies concerning non-discrimination and the use of school facilities.
  - iii. Comply with reasonable administrative rules related to use of facilities and the requests of school officials related to the Applicant's use of the facility.
- b. Disclaim 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 and to publish statements of non-school sponsorship in such form and manner as the administration may request.
- c. Supervision. Applicant agrees to provide appropriate supervision of the activity or event in all respects, including supervision reasonably necessary to ensure that no person participating in or attending the activity or event:
  - i. Is presented with conditions that pose an unreasonable risk of personal injury or damage to personal property.
  - ii. Enters any area of the school facilities that the Applicant has not been given permission to use, or accesses any school records.
  - iii. Engages in the use of tobacco, alcohol, or illegal drugs, or is under the influence of alcohol or illegal drugs.
  - iv. Possesses a firearm or a weapon.
  - v. Engages in disorderly, lewd, or lascivious conduct.

- vi. Engages in any criminal behavior.

Applicant shall remove any person from the activity or event who engages in any of the above listed conduct. Applicant agrees to report to the school administration by the close of the next business day the identity of any person who engaged in any of the above listed conduct and the details of the conduct. If the offending person is a student, the report shall be made immediately.

In the event the school administration determines that the nature of the activity or event warrants the presence of security services, Applicant agrees to provide such security services.

Applicant agrees to ensure that all persons attending its activity or event are off school grounds at the end of its time of permitted use, except for students or school staff who are authorized to remain for a school-related purpose.

- d. Condition of Premises. Applicant agrees to:
  - i. Conduct a reasonable inspection of the premises prior to the activity or event to ensure that the premises are safe for the intended use. In the event of any unsafe condition, Applicant shall notify an administrator. In the event the unsafe condition is not corrected prior to the activity or event, the Applicant shall postpone or cancel the activity or event.
  - ii. Not use or allow any school equipment to be used without express approval of school administration.
  - iii. Not bring or allow others to bring food or beverages on to school grounds without express approval of school administration.
  - iv. Not bring or allow others to bring or use any flammable items (including candles or incense) or any volatile chemical or any explosive.
  - v. Not use any electrical equipment that has been brought onto the premises without express approval of school administration.
  - vi. Not allow the wearing of street shoes or shoes with black soles on gym floors or other protected surfaces.
  - vii. Not park or allow others to park in fire lanes or reserved spaces or in any manner inconsistent with the school's parking rules.
  - viii. Not cause or allow others to cause damage to school facilities or equipment.
    - 1. In the event damages are sustained, Applicant accepts responsibility for reimbursing the District for the cost of repair or replacement.
    - 2. Applicant agrees that the school administration's determination that damage was sustained in connection with the Applicant's use, and of the cost of repair or replacement, is controlling.
    - 3. Applicant shall immediately report to the school administration any damage to school facilities or equipment that occurs during the Applicant's use of school facilities that may present a risk of injury to students or any subsequent users. Any other damage shall be reported by the close of the next business day.
  - ix. Return the facilities in as good a condition as it was prior to use. This includes, without limitation, cleaning, removal of trash, and returning tables and chairs and other school property to their proper location. The clean-up shall be promptly completed. In the event the District provides the clean-up service, Applicant agrees to reimburse the District for the

cost of such clean-up.

- x. Remove any property brought in by the Applicant and by any person attending the activity or event. The District is not responsible for any personal property that is left on the premises.

e. Financial Responsibility. Applicant agrees to:

- i. Procure, at its own expense, a Comprehensive General Liability insurance policy naming the District as an additional insured. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use.
- ii. The insurance requirement is subject to waiver by the Superintendent or the Superintendent's designee only in circumstances where the intended use presents very little potential for injury or damage and the activity or event is designed to serve the District's students or staff.
- iii. Indemnify and hold the District, the Board, school employees and agents of the District harmless from any and all claims, demands, causes of action, or lawsuits for any death or personal injury or damage to property sustained during, caused by or arising out of the Applicant's use of school facilities.

4. Fees for Use.

The Superintendent or Superintendent's designee shall establish a daily use fee schedule that establishes rates for specific parts of the school facilities (that is, kitchen, auditorium, gymnasium, athletic field, classrooms, meeting rooms). The rates shall be reviewed on a periodic basis; with the review to occur no less than every two years.

The fee rates shall be in an amount sufficient to cover estimated staff time and direct costs associated with:

- a. Processing. Cost of processing the Application, postage, invoicing and coordination of the use.
- b. Access. Cost of providing access; such as unlocking doors before use and locking after use, turning lights on and off, and disarming/re-arming security systems.
- c. Custodial. Cost of providing custodial or maintenance services to prepare the facility for the use and for clean-up after the use.
- d. Kitchen. Cost of providing access to the kitchen facilities; as ordinarily any permitted use of the kitchen will require the presence of a member of the school's food service staff.
- e. Special Equipment. Cost of making special equipment available such as sound and lighting set-up; as ordinarily any permitted use of special equipment will require the presence of a member of the school's staff who is familiar with proper use of the equipment.
- f. Monitoring. Cost of administrative or other professional staff to monitor the Applicant's use to ensure compliance with the terms and conditions of the permitted use.
- g. Security. Cost of providing security services when determined to be needed for the activity or event.

The fee schedule shall be applied evenly to all Applicants, with two exceptions:

- a. A different fee may be assessed where the Superintendent or Superintendent's designee reasonably determines that the Applicant's use will require staff time or cause direct costs different than those used in establishing the fee schedule.
- b. A fee waiver or reduced fee rate shall be given for use where the activity or event is designed to serve students of the District or children; such as approved school-community associations and school-affiliated non-profit groups and summertime sports leagues, sports camps, etc., that are subject to NSAA regulations.

5. Use Consistent with NSAA Bylaws.

Use of school facilities for activities that are subject to the Bylaws of the Nebraska School Activities Association (NSAA) shall be permitted subject to and in accordance with the NSAA Bylaws. Such use shall be consistent with this policy for non-school groups. Examples of acceptable use of school facilities for activities are:

- a. Summer Leagues. There must be evidence that the organization or individual conducting the league has rented or leased the facility (for example, via an Application for Use) to prove the school is not involved in its sponsorship or funding.
- b. Commercial Sport Camps/Clinics. School facilities for use by individuals, including the District's own coaches or other organizations for commercial camps/clinics or schools. Camps conducted by high school coaches shall be publicized as open to all area individuals wishing to attend and not limited to students from the coach's high school.
- c. All-Star competition that involves graduated seniors.
- d. Competitive meets and contests sponsored by non-school groups.
- e. Facilities approved under the above stipulations include: gymnasiums, tracks, swimming pools, tennis courts, athletic playing fields, and baseball and softball diamonds.

Adopted on: June 14, 2010

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## APPLICATION FOR USE OF SCHOOL FACILITIES Seward Public Schools

Name of Organization Making Request: \_\_\_\_\_ Date: \_\_\_\_\_

**Type of Organization and Type of Activity or Event**

- \_\_\_\_\_ Event or activity that is designed to service students of the District or which is related to any function of the District, including approved school-community associations and school-affiliated non-profit groups. *Describe:* \_\_\_\_\_
- \_\_\_\_\_ Tax-supported agency such as educational entity or unit of city, county or state government. *Describe:* \_\_\_\_\_
- \_\_\_\_\_ Nonprofit community agency such as a private educational agency. *Describe:* \_\_\_\_\_
- \_\_\_\_\_ Group in which the majority of the members reside within the District. *Describe:* \_\_\_\_\_
- \_\_\_\_\_ Other. *Describe:* \_\_\_\_\_

Facilities Requested. Building: \_\_\_\_\_ Areas: \_\_\_\_\_

**Dates & Times Requested:**

Dates (From – To)	Time (From – To)	Repeating	# Wks.
_____	_____	Yes No	_____
_____	_____	Yes No	_____
_____	_____	Yes No	_____

**Details of Use (Attach an additional explanation if needed)**

Describe the Type of Activity or Event: \_\_\_\_\_

No. of Anticipated Users and Spectators: \_\_\_\_\_ Concessions/Food Served: Yes No Describe: \_\_\_\_\_

Set Up or Tear Down Required by District: \_\_\_\_\_

Type of Cleaning Required During and Afterwards: \_\_\_\_\_

Special Equipment to be Used (District & Organization): \_\_\_\_\_

**Fees (To Be Completed by Superintendent or Designee)**

Type	Amount
Processing	_____
Access	_____
Custodial	_____
Kitchen	_____
Special Equipment	_____
Monitoring	_____
Security	_____
<b>Total</b>	_____

Advance Deposit	\$ _____
Date Deposit Due	_____

Applicant shall procure, at its own expense, a Comprehensive General Liability insurance policy naming the District as an additional insured. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use.

Insurance requirement waived: Yes No (for school official to complete)

**Policy Compliance and Acceptance of Liability**

This application is subject to the terms of the Board's "Community Use of School Facilities" policy. The terms and conditions of that policy are incorporated into this application by this reference. Applicant accepts all such terms and conditions.

We have read, understand and agree to abide by the policies, rules and conditions on the use of these facilities on this form and in Board Policy. We understand that we are accepting the use of the facility from the Seward Public Schools with no assurances or guarantees relative to their condition. It shall be our responsibility to check the facility to see that it is safe for our intended use. We take full responsibility for the facilities while they are being used by our group and will make full restitution for any and all damages which may occur while our group is using the facility. We agree to indemnify and hold the school district harmless for any and all accidents and injuries to ourselves or others while we are using the facility regardless of the negligence of the school district or its personnel. We assume full responsibility and liability for any injuries.

\_\_\_\_\_  
Name, Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**York Public Schools**  
*Use of School Facilities, Buildings, and Properties*



***Reservation Procedures***

People wishing to use York Public Schools facilities are requested to make application through the activities director (or his/her designee) at least five (5) working days prior to the date to be considered. Community Education activities scheduled at York Middle School will be set up and managed by our Adult Education/Community Education Coordinator(s). Requests for the use of school buildings and facilities must be renewed each school year.

***Priorities for Use***

1. Activities and programs of the York Public Schools directly related to the instructional and educational program of the District.
2. Events or activities designed to serve youth and citizens or the school community which are planned and directed by school-attached groups, and/or connected with a community recreation program.
3. Use by community organizations whose primary purpose is service to youth or, through the use of school facilities, is the improvement of the general welfare of the community and for which no admission is charged.
4. Use by civic and service groups whose purpose, through the use of school facilities, is to improve the general welfare of the community for which admission is charged with net receipts expended for the welfare of the pupils or charitable purposes.
5. Use by individual groups who are eligible to rent the facilities for legitimate purposes and whose net receipts are not for the welfare of the pupils or charitable purposes.

***Right to Deny***

The school district is the final authority on the interpretation and modification of the policy on public use of school facilities and reserves the right to deny the use of facilities to any person or organization at any time.

***Group Parties or Dances***

Groups or individuals will not be permitted to rent or use the school district's facilities for parties, celebrations, wedding receptions, dances, etc.

***Responsibility of Applicant***

The individuals and/or group shall be held fully responsible for the proper use of the building facilities, the conduct of the persons in attendance, and the scheduling of the activities within the time limit of the request. All activities must be under the sponsorship and supervision of a competent adult(s). Should damage or theft occur as a result of the use of the facility, in order to comply with this responsibility, the individual or group shall forfeit their deposit (if one was required) and/or make prompt payment for any assessments levied by the school district.

Sponsoring organizations will conduct orderly meetings, and such gatherings are not to incite others to disorder. Sponsoring organizations will conduct meetings that are not abusive of other groups or individuals by reason of race, creed, color, sex or national origin. Any activity that may violate the canons of good morals, manners, or taste or be injurious to the buildings, grounds, or equipment will NOT be permitted.

### ***Smoking/Alcoholic Beverages/Soft Drinks/Gambling***

The use of intoxicating liquor and/or tobacco is not permitted in York Public Schools buildings. Smoking is not permitted anywhere on York Public Schools property. The York Public Schools are under exclusive contract with a beverage company, and no beverages, other than products provided by that company, may be provided or sold at activities held in YPS facilities. Gambling is prohibited in all school facilities and on school grounds.

### ***Inclement Weather***

All use of schools by outside groups shall be automatically cancelled when schools must be closed due to inclement weather or other emergency conditions.

### ***Classroom Fee/Custodial Check-Fee***

Depending on the date/time of an event and whether or not custodians are already scheduled in that building as part of their normal duties, renting individuals or groups may be required to pay \$15 for classroom usage in order to pay for a custodian to check the facility(ies) at the end of the event. If not more than one (1) hour of custodial clean-up/shut-down time is needed, the group/individual will not be charged further for custodial time. If, however, the clean-up/shut-down after the event will take more than one (1) hour, the renting group/individual will pay for custodial clean-up/shut-down at the rate of \$30.00 per hour.

If the opening or closing of the facility is outside of the regularly scheduled building hours, an opening/closing or closing fee of \$30.00 will be assessed. When an event is held outside of normal building hours, a custodian must be on duty at all times. The hourly wage paid to custodian personnel will be \$30.00. This will be paid in addition to the fee for use of the facilities. This rate is subject to change.

In the event the group or organization rents the kitchen of one of the school buildings, a member of the District's food preparation staff shall also be on duty, at a rate of \$30.00 per hour, during the use and clean-up of the kitchen.

### ***Item Replacement***

In determining the cost of the replacement of any damaged or destroyed property and/or equipment, the fee will be the "replacement" cost of the item that is damaged.

### ***Building Use Without Charge***

School organizations, such as school-sponsored student organizations, school employee groups, and educational organizations are granted building use without charge as long as they do not conflict with regular school sessions. Community education programs will not be charged. York Public Schools coaches and sponsors who conduct camps and practices for York Public Schools students will be allowed to use facilities without charge. In addition, the activities director may waive the rental fee for school-affiliated and community or child service organizations in some instances.

### ***Sound & Lighting/School Equipment***

The only people allowed to use the sound & lighting equipment in the theater are to be school personnel specifically trained to use such equipment. No other people outside the school are to use it. Any group using the theater will be required to pay a Maintenance Surcharge of \$10, which will go into a fund used to replace lights, sound equipment, etc.

School equipment such as projectors, VCR's, musical instruments, etc., may not be loaned or rented for use outside of the school without special permission of the activities director or his/her designee. Use of school space does not include use of school equipment unless specifically permitted. Use of school equipment when required must be by school personnel, the cost of which will be added to the regular fee.

### ***Clean Up***

All renting organizations/individuals will be responsible for cleanup of the facility unless otherwise arranged with the activities director or his/her designee.

### ***Payment Procedure***

All payments for the use of school facilities must be received in the office of the activities director ten (10) days after the event. Failure to comply with this regulation shall be considered justification for canceling the permit or withholding permission for subsequent use of a school facility. The school district assumes no responsibility for loss or damage to any equipment owned by persons or groups renting facilities.

### ***Deposit***

All renting organizations/individuals will pay a deposit of \$100 at least three (3) days prior to the event. After the event, the deposit will be returned to the renting group/individual, minus the fee charged to the group and minus any payment for custodial time required.

### ***Holidays***

School facilities will not be available for use by rental groups on the following holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Good Friday through Easter Sunday, Memorial Day weekend (Saturday, Sunday, Monday), and the Nebraska School Activities Association (NSAA) five day moratorium. Exceptions to the above may be granted solely by the activities director or his/her designee.

**York Public Schools Facility Rental Agreement must be completed prior to facility use.**

***Fee Schedule***

<b>Class I</b>	Civic organizations devoted to community interest and child welfare. Admission and donations not solicited. No charge and must be approved by the activities director. There will be no rental fee but, the \$15 custodial fee will still apply.
<b>Class II</b>	Organizations not operating for profit but devoted to community interest. Admission is charged or donations are solicited.
<b>Class III</b>	Groups operating for a profit.

<b>Facility</b>	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>
<b>Classroom</b> <input type="checkbox"/> Fee includes minimal custodial services to check classroom at conclusion of use – subject to additional charge for custodial services.	\$15	\$15	\$15
<b>Gym</b> <ul style="list-style-type: none"> <li>• Half-Day</li> <li>• Full-Day</li> </ul> <input type="checkbox"/> Fee includes minimal custodial services to check facility at conclusion of use – subject to additional charge for custodial services.		\$50 \$100	\$100 \$200
<b>Cornerstone Wrestling and Activities Center</b> <ul style="list-style-type: none"> <li>• Half-Day</li> <li>• Full-Day</li> </ul> <input type="checkbox"/> Fee includes minimal custodial services to check facility at conclusion of use – subject to additional charge for custodial services.		\$50 \$100	\$100 \$200
<b>Theater</b> <ul style="list-style-type: none"> <li>• Half Day</li> <li>• Full Day</li> <li>• Sound &amp; Lighting – per person/per hour</li> <li>• Maintenance Fund Surcharge</li> </ul> <input type="checkbox"/> Fee includes minimal custodial services to check facility at conclusion of use – subject to additional charge for custodial services.	\$10	\$50 \$80 \$15 \$10	\$100 \$160 \$15 \$10
<b>Kitchen</b> <ul style="list-style-type: none"> <li>• Half-Day</li> <li>• Full-Day</li> </ul> <input type="checkbox"/> Fee includes minimal custodial services to check facility at conclusion of use – subject to additional charge for custodial services.		\$25 \$50	\$50 \$100
<b>Air Conditioning – per hour</b>		\$30	\$30
<b>Open or closing fee – if applicable</b>	\$30	\$30	\$30
<b>Track</b>		\$250	\$300
<b>Other YPS Facilities</b>	TBD	TBD	TBD

TBD= To be determined.

Half Day = 1-4 hours. Full Day = 4+ hours

Administrative Regulation

**USE OF SCHOOL FACILITIES**

If use of the building does not interfere with a regular school function, the school building may be used by a group.

Charges for the use of the facilities are as follows:

	Non-profit	Profit
1. School Activities	None	
2. Cultural and Educational Programs	\$35.00	\$60.00
3. Civic Organizations	\$35.00	\$60.00
4. Gym	\$135.00	\$400.00
5. Commercial Organizations	\$60.00	\$110.00
6. Charitable and Community Interests	None	
7. Kitchen Fee	\$35.00	\$60.00
8. Custodial Fees	\$25.00 per hour	

All payments are to be made to the School District of Seward.

The facilities of the school gymnasium and auditorium will not be made available for public dances. This article shall not be construed to prohibit school dances or dances by school organizations approved by the school administration.

Groups not sponsored by the school must get permission from the building principal to use school facilities.

An adult must be present while students are in the building and the adults are responsible for the key and locking up the building.

## **Community Use of School Facilities Administrative Regulations for Policy 1315**

### **Purposes**

- A. To provide facilities which will make possible, the maintenance of a desirable educational or recreational programs for the citizens of School District #145 – Waverly.
- B. To make available the use of school facilities for the betterment of the community in general and to community groups in a way as to not interfere with the regular school program.
- C. To protect the public’s property and to promote the safety of citizens enjoying the use of school facilities.
- D. To make available the use of school facilities in a manner consistent with state law and School District #145 - Waverly policies.
- E. To provide a structure of rules, regulations and procedures which will implement these purposes.

### **Responsibility for Supervision and Care of School Facilities**

The principal or designee of each individual school building shall be directly responsible to the superintendent and shall report immediately to the superintendent any unusual circumstances regarding the care and use of buildings, equipment, custodial and maintenance services.

### **Priorities for Facility Use**

The board recognizes that the school buildings and property are constructed and held for the benefit of the educational program within the district. It is the policy of the board that district programs shall have priority in the use of school facilities.

**Priority 1:** Building or district-wide school events, activities, and programs.

**Priority 2:** Events or activities which are designed to serve district students or are related to any function of the school when such functions are planned and directed by the District #145 Foundation for Education, approved school-community associations, and school-affiliated non-profit groups.

**Priority 3-A:** Events or activities which serve district youth which are planned and directed by non-profit youth organizations not directly affiliated with the school. (a majority of the participants must be from the district)

**Priority 3-B:** Charitable fundraising events or activities or non-profit groups and individuals whose activities promote physical fitness and recreation and who do not charge membership fees, request donations or have paid staff members and whose majority of participants are residents of the school community.

**Priority 4:** Non-profit public civic, service, or other public groups whose purpose for the use of the facility is to promote the general welfare of the district community.

**Priority 5-A:** Private non-profits and religious organizations.

**Priority 5-B:** Individuals or groups involved in activities not listed above.

## **Community Use of School Facilities Administrative Regulations for Policy 1315**

### **Limitations on Use of School Facilities**

The use of school facilities and equipment will not be permitted for the following:

- A. Use would interfere with any class-related use.
- B. Use would interfere with events sponsored by the school or school groups.
- C. Use would involve illegal activity.
- D. An organization or persons involved have previously engaged in, or can reasonably be expected to engage in, any form of illegal discrimination, violence, or, advocate violence or rebellion against the United States, the State of Nebraska, or any political subdivision.
- E. Use would be of a morally objectionable nature or would be contrary to any of the district's policies, rules, or goals and/or objectives of the district's educational programs.
- F. Use would result in the district's facilities or equipment being altered, modified, or changed.
- G. Use of any school facilities on Sunday mornings prior to 12 Noon. Facilities will also be closed during a designated five-day period each year, which will include December 25, which coincides with the five-day period designated by the NSAA in which no extra-curricular activities (practices or contests) sponsored by the NSAA can take place.
- H. Use would result in the district's facilities being used to store the equipment of the user.
- I. Use would present an unacceptable risk of damage or excessive wear and tear to the facilities or equipment, in the opinion of the administration.
- J. Use would present a significant disruption to the effective administration of a building or district program, in the opinion of the administration.
- K. For private social functions, including but not limited to; wedding receptions, family reunions, birthdays, graduations, dances or other such events.
- L. For funerals or memorial services.
- M. Use would result in interfering with the daily and annual maintenance operations of the district facilities.

District facilities may be closed during June and/or July for scheduled maintenance.

Building administrators or designee may place further limitations on uses of their buildings with permission from the superintendent. Additional limitations shall be supported by reasonable rationale and be consistently applied.

Building administrators or designee may inspect and review any and all items brought into the building to ensure appropriate building safety and effective administration of the facilities. Any items which would be unsafe, inappropriate, or undesirable in the building, in the opinion of the administrator, may be prohibited from entering the building or require its removal from the building. If the building administrator's directive is not complied with expeditiously, the administrator shall withdraw the use of the facility agreement immediately.

The superintendent reserves the right to deny any application or to grant an exception to the limitations on the use of school facilities dependent upon the special circumstances.

## Community Use of School Facilities Administrative Regulations for Policy 1315

### Rental Procedures and Provisions

The superintendent shall develop a Facility Request form and an Application for Use of School Facilities form to assist with the administration of this rule.

- A. Forms shall be completed by all persons requesting the use of school facilities and/or equipment.
- B. Persons completing and signing the form shall be at least 19 years of age and not enrolled in the district.
- C. District employees wishing to use a district facility, for other than their assigned contractual duties, must submit a completed Facility Request Form and shall be subject to the same rules (including fees and charges) as non-employees.
- D. A **FACILITY REQUEST FORM** shall be submitted, at minimum, **FOURTEEN (14) BUSINESS** days in advance of the activity. An **AGREEMENT FOR USE OF SCHOOL FACILITIES** shall be filed at least **FIVE (5) BUSINESS** days in advance of the activity.

The request process shall require that all applicants:

- 1. Agree to comply with all district policies, rules, and regulations which govern use of facilities.
  - 2. Agree to be responsible for any damages incurred to facilities, grounds, or equipment during the period of use.
  - 3. Agree to have the superintendent as the final determiner as to whether repair or replacement is the appropriate remedy for any damages.
  - 4. Agree to be wholly responsible for the supervision and control of all persons and activities during use.
  - 5. Agree to protect, indemnify, and hold the school district harmless for any and all claims, suits, actions, damages, judgments, or causes of action arising out of or in any way related to such use.
  - 6. District reserves the right to require the applicant to provide, prior to the planned use of a facility, a Certificate of Liability Insurance in the amount of two million dollars, naming School District #145 – Waverly as an additional insured.
- E. The building principal, or designee, reserves the right to require sufficient time for full investigation of a request of use.
  - F. Inaccurate or false statements made in the request process may place responsible persons or organizations, or both on an ineligible list. Subsequent requests from an ineligible organization will be referred to the superintendent for future rental privileges.
  - G. Rental Agreements shall not be transferable.

Payment for rental of facilities and personnel provided by the district shall be made to School District #145 – Waverly and sent directly to the office of the superintendent at 14511 Heywood Box 426, Waverly NE 68462.

**Community Use of School Facilities  
Administrative Regulations for Policy 1315**

No direct payment will be made to custodial, supervisory, or auditorium personnel provided by the district. The district will reimburse personnel through normal payroll procedures.

**Access Charges**

An hourly access charge shall be assessed to compensate the district for expenses incurred in providing building access, including paying staff to unlock and lock the facility or turn lights on and off.

In situations where no advanced cancellation notice has been received by the district and the user does not appear at the scheduled time, the staff assigned shall remain available at the facility for one hour before securing the building and departing. An access fee will be assessed to the scheduled user for this time.

**Personnel Requirements and Charges:**

Custodial or supervisory people will be assigned where fees are required. The district will provide supervisory, stage equipment, light and sound control personnel for rental of the high school auditorium. Rental of facilities is subject to the availability of district personnel.

The administrator may, due to the nature of the activity, assign special staff of security, supervisory staff or maintenance personnel. The administrator or designee will make arrangements for any additional staff. The cost of additional staff will be paid by the user.

Charges for personnel are as follows:

Custodial:	\$25.00 / hour
Supervisory:	\$30.00 / hour
Auditorium technician:	\$25.00 / hour
Food Service	\$25.00/ hour

## **Community Use of School Facilities Administrative Regulations for Policy 1315**

### **Facility Use Fee Schedule**

The Facilities Use Fee Schedule shall be reviewed at least annually by the board. The schedule shall include, but not necessarily be limited to, fees for facilities use, equipment use, access charges and charges for staff time. All charges listed below are for facility rent only. All charges are for three-hour time periods. Additional charges for custodial, supervisory, or specialized personnel may be assessed as requested or required by the district. The fee shall be for the total hours of service as set in the administrative regulations.

**Priority 1:** No fees will be assessed.

**Priority 2:** No facility use or equipment use fee will be assessed. An access charge may be assessed for use during periods of time when building staff are not on duty.

**Priority 3:** No facility or equipment use fee will be assessed. An access charge may be assessed during periods of time when building staff are not on duty. A charge may be assessed for use which requires additional staff and/or custodial time.

**Priority 4:** A reduced facility and/or equipment use fee will be assessed. An exception to facility use fee may be made for the use of outdoor facilities including playground, running track or grounds areas, if the use involves a minimal number of individuals and the activity will not cause damage to turf, trees and shrubs, or will not cause the creation of additional garbage or trash, or damage other outdoor improvements. An additional access charge may be assessed for use during periods of time when building staff are not on duty or for a use which requires additional staff or custodial time.

**Priority 5:** A full facility use and/or equipment use fee will be assessed. An exception to a facility use fee may be made for the use of outdoor facilities including playground, running track or grounds areas if the use involves a minimal number of individuals and the activity will not cause damage to turf, trees and shrubs, or will not cause the creation of additional garbage or trash, or damage other outdoor improvements. An additional access charge may be assessed for use during periods of time when building staff are not on duty-or for a use which requires additional staff time.

Use fees may be waived for public service meetings or presentations; adult and continuing education classes provided by a community college, college or university; and other community wide events upon prior approval by the superintendent.

Facilities are rented or provided “as is.” The user is responsible for surveying the area to be used prior to the activity and assuring that it is safe and appropriate for the planned activity. All facility use is limited to the area requested.

**Community Use of School Facilities  
Administrative Regulations for Policy 1315**

**Fees Schedule**

Initial rate is for the first 3 hours of the facility rental.

High School Auditorium	\$450 first 3 hours \$100 for each additional hour or fraction thereof \$25 per person per hour for technical personnel
High School Stadium	\$600            \$150 each additional hour
High School Softball Field	\$200            \$50 each additional hour
Intermediate School Field	\$200            \$50 each additional hour
High School Gymnasium	\$250            \$75 each additional hour
Middle School Gymnasium	\$150            \$40 each additional hour
Intermediate School Gymnasium	\$150            \$40 each additional hour
Hamlow Elem. Gymnasium	\$150            \$40 each additional hour
Eagle Elem. Gymnasium	\$150            \$40 each additional hour
Cafeteria/Commons	\$100            \$30 each additional hour
Classroom/Media Center (Non-specialized)	\$60            \$20 each additional hour
District Parking Lots	\$50            \$25 each additional hour

**Equipment Requirements**

Any classroom with specialized equipment, as determined by the district, is not available for rent.

Approval for use of a facility shall not include the use of school equipment unless specified in the facility use agreement. Kitchen facilities will not be rented to organizations from outside the district. Kitchen equipment shall not be operated without food service personnel present.

Approval for the use of a facility shall not include the use of school equipment unless specifically requested and approved on the application form.

## **Community Use of School Facilities Administrative Regulations for Policy 1315**

### **Cancellation of Approved Agreement for Use of School Facilities:**

An approved Agreement for Use of School Facilities may be cancelled at any time for one or more of the following reasons. The district is not responsible for any damages incurred by the user as a result of cancellation.

1. Failure of the user to pay applicable fees or charges for any use.
2. Failure to reimburse the district for damages incurred during any use.
3. Evidence to the district that user would violate state law, district policy, rule, regulation or would be illegal.
4. Any violation of the terms or conditions of the agreement.
5. Any change in the school activities which would present a conflict with the use.
6. Any snow or ice accumulation or inclement weather which would create a safety concern or would require additional costs to the district.
7. Failure of the user to maintain required liability insurance or failure to keep a current Certificate of Liability Insurance on file for the date (s) of use.
8. Any other event or circumstance, which, in the opinion of the administration, necessitates cancellation of the agreement.

An agreement may be cancelled by the user, without penalty, by giving notice to the district at least 48 hours prior to the scheduled use. If cancellation notice is not given within the specified time frame prior to the use, the facility use fee may not be refunded.

### **Use of Open Areas**

School playgrounds, practice fields, and other open areas which are not being used for school activities will be available to the general public on a first-come, first-served basis from one hour before sunrise to one hour after sunset each day. Thereafter these areas shall be closed to public use. The only organizations which may submit a Facility Request Form to reserve the use of these areas shall be non-profit organizations serving district youth. Any groups using these areas shall be responsible for any damage occurring as a result of use and will be responsible for clearing the grounds of litter after use. Members of the public which use these open areas, use them at their own risk.

### **Snow Removal**

The district's business manager will make a determination as to whether or not snow or ice removal is required, if there is significant accumulation. If required and if snow or ice removal is not necessary for other school-related activities, the scheduled use shall be canceled or, if mutually agreed to by the district and the user, the snow or ice will be removed by district personnel or contractors and an additional charge will be assessed to the user.

**Community Use of School Facilities  
Administrative Regulations for Policy 1315**

All snow and ice removal on district property must be made by district personnel or by properly insured independent contractors approved by and working for the district. Users will not be permitted to engage in snow or ice removal activities nor will they be permitted to hold activities on district property without proper snow or ice removal.

If school classes are cancelled due to snowfall, the accumulation of ice, or inclement weather conditions, all public use of the school facilities will be cancelled.

**Vehicle Parking**

Vehicles may properly park in district parking areas when attending school activities, when conducting school related business, or when in attendance at any approved use of school facilities. Vehicles must park in designated parking areas. The district grounds may not be used for parking vehicles at any other time. Any vehicles, which are not permitted by this rule to be parked on district property, shall be subject to towing from district property at the owner's expense. Vehicles which are improperly parked shall also be subject to towing from district property at the owner's expense. Improper parking shall include, but not be limited to, parking in driveways or throughways, parking over painted stall lines, and parking on grassed areas.

# School District #145 - Waverly

## Facility Request Form

Please submit a minimum of **14 days** in advance of activity.

Date \_\_\_\_\_

\*Organization/Activity Title \_\_\_\_\_

Repeat event intervals: one time, every day, every week, etc. \_\_\_\_\_

\*Start date/time \_\_\_\_\_ \*End date/time \_\_\_\_\_

\*Location (building/room/field requested) \_\_\_\_\_

### CATEGORY – Please Circle One

Academic	Youth Activities	Community Education	District-wide Activities	Community Rentals	Youth Athletics
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Complete description of activity \_\_\_\_\_

Equipment/Personnel requests \_\_\_\_\_

Special requests \_\_\_\_\_

Expected number participating \_\_\_\_\_ Expected number of guest's \_\_\_\_\_

\*Contact person/address \_\_\_\_\_

(Include city & zip)

\*Phone number/e-mail address \_\_\_\_\_

Do you currently have a certificate of insurance? \_\_\_\_\_ Yes \_\_\_\_\_ No

Will an admission/entry fee be charged? \_\_\_\_\_ Yes \_\_\_\_\_ No

### **YOUR REQUEST WILL BE CONFIRMED UPON YOUR RECEIPT OF AN AGREEMENT FOR USE OF SCHOOL FACILITIES**

\*\* Building Administrator Preliminary Approval \_\_\_\_\_

Please return this form to the principal of the building for which use is requested.

\*indicates required field

\*\* required for all SD#145 staff

For Office Use Only:

\_\_\_\_\_ Proof of Insurance received

\_\_\_\_\_ Rental fee

\_\_\_\_\_ Code #

**USE OF SCHOOL FACILITIES AND EQUIPMENT**

In order to assure a close relationship between School District #145 - Waverly and the community, it shall be the policy of the board to grant and encourage use of school facilities to responsible and properly organized School District #145 - Waverly recreational/community groups.

The superintendent or designee may approve the use of school facilities by non-school organizations. Charges shall be made according to the schedule of fees approved by the board. The superintendent shall establish rules and regulations as needed to implement this policy as well as to assure the preservation of School District #145 - Waverly property.

CommunityUse of School Facilities and Equipment

The primary purpose of the use of school buildings is the education of the community. Therefore, the local school activities have priority over all other organizations in the use of the building and facilities.

The Board authorizes the superintendent of schools or his/her designee to require rentals, charges or use fees to offset costs for the usage, maintenance and upkeep of the facilities or grounds by such groups and/or individuals making application for facility usage. Such rentals, charges or fees shall be developed in written form by the superintendent of schools and approved by the Board. The Board further authorizes the superintendent of schools or his/her designee to waive such rental, charge or fee after consideration of the type of group or organization making application for such use.

In allowing such rentals, charges, or fees, the Board does not, in any manner, endorse the content or message presented by any individual, group, or organization utilizing school facilities. The superintendent of schools or his/her designee may require that disclaimers of such endorsement be utilized in connection with utilization of school facilities.

## Community

### Use of School Facilities and Equipment

The following is a list in rank order of the priorities for usage of the District's facilities or grounds:

1. Activities and programs of the Lakeview Community School District that directly relate to the instructional and educational program of the District.
2. Events or activities that are designed to serve the youth and citizens of the individual school community which are planned and directed by School affiliated groups and/or are connected with a community recreation program.
3. Use by community organizations whose primary purpose is service to the youth or through the use of school facilities, is the improvement of the general welfare of the community and where no admission is charged.
4. Use by civic and service groups whose purpose, through the use of the school facilities, is to improve the general welfare of the community and where admission is charged and whose net receipts are expended for the welfare of the pupils or charitable purposes.
5. Use by individual groups who are eligible to rent the facilities and whose net receipts are not for the welfare of the pupils or charitable purposes.

The member of the organization or the individual having contact with the school to secure the facility will be the responsible individual for any personal injury or property damage that may take place during the use period. This same individual shall be responsible for the completion of the "Hold Harmless" agreement as referenced in this policy. The Board and the administration reserve the right to refuse the use of school facilities when it deems it necessary in the public interest.

### Conditions Governing Use of School Facilities:

1. Custody:

The custody of all school facilities is placed with the superintendent of schools, subject to the supervision of the Lakeview Community Schools Board of Education.

2. Responsibilities:

- A. Superintendent:

- (1) The superintendent of schools shall be responsible for maintaining proper relationships with those organizations

that make application to use the facilities of the Lakeview Community Schools District.

- (2) The superintendent of schools or his/her designee shall maintain a complete schedule of use for the facilities for which he/she is responsible, endeavoring to prevent conflicts and guarantee first priority to the Lakeview Community Schools and its related organizations.
- (3) The superintendent of schools or his/her designee will process all applications for rental, provide the required support staff, ensure compliance with Lakeview Community Schools Board of Education policies and these regulations plus the collection of the facility use fee.

B. Individual, group or organization renting the facilities:

- (1) The individual who is the sponsoring head (or their adult designee) of the group or organization renting the facilities must be on duty to supervise the group.
- (2) The organizational representative of any group that request to use a facility must execute the “Hold Harmless” contact agreement before the facility may be used.
- (3) Liability for damage—any group or organization using school property shall indemnify the Lakeview Community School District, Board of Education, the individual members thereof and any school officials or employees, free and without harm, from any loss, damage liability, or expense that may arise during, or be caused in any way by, such use or occupancy of school property. In the event property loss is incurred as a result of the use of the facility by an outside group, the amount of damage shall be determined by the superintendent of schools or his/her designee.

3. Fees:

- A. All fees and/or rentals will be based upon the attached Rental Schedule Fees may be requested in advance.
- B. Checks or money orders shall only be made with the Lakeview Community Schools as the “Payee”.
- C. Special fees will be charged for necessary technical and supervisory service, extra preparation, utilization of kitchen facilities, stage equipment, athletic equipment, projectors, amplifying equipment and the like. The cost of these special fees will be added to the regular fee.

4. Equipment

- A. School equipment such as projectors, VCR's, amplifying equipment, musical instruments, etc., may not be loaned or rented for use outside of the school location without special permission from the superintendent of schools or his/her designee. Use of school space does not include use of school equipment unless specifically permitted. Use of school equipment when and where required must be by school personnel, the cost of which will be added to the regular fee.
- B. Organizations wishing to bring unusual equipment, material, devices and/or animals into school buildings or on school premises must present, in writing, proper insurance coverage with a "Hold Harmless" clause protecting the Lakeview Community Schools Board of Education, school officials and employees.

5. Categories of Activities:

- A. School Related  
The following activities are considered school related in nature and thus no charge will be assessed for the use of the facility. The determination of whether an activity is school related in nature and have no charge for the use of the facility shall be determined by the superintendent of schools or his/her designee.
  - (1) School district activities which may include, but not limited to, teachers and educational activities, school committees and councils, student body clubs, organizations and/or associations, and Lakeview Community Schools booster clubs.
  - (2) Youth groups whose membership is predominantly comprised of youth who reside within the confines of the Lakeview Community Schools District.
  - (3) School athletic/activity camps.
- B. All Other Activities:  
All other activities shall pay the District cost of "Recovery Rate" which includes clean-up costs, operation and maintenance costs and any special requirements cost. Activities which pay the cost of "Recovery Rate" are:
  - (1) Activity or meetings of local charitable, philanthropic and cultural groups, service clubs, fine arts association and theater groups if admission is charged or operated for profit.
  - (2) Mass meetings called by public authorities other than emergency or public safety meetings.

- (3) County, state or federal government groups.
- (4) Community service groups such as hospital, fire department, etc.
- (5) Public meetings of clubs, e.g., sororities, women's clubs and other similar organizations that are community wide in scope and membership.
- (6) Community athletic groups.
- (7) Corporations, companies or individual enterprises that operate for profit and charge admission and/or display fees.
- (8) Activities or meeting of local charitable, philanthropic and cultural groups, service clubs, and fine arts associations.
- (9) Religious group activities.
- (10) Recitals for commercial teachers.
- (11) Political group activities.
- (12) Athletic/activity camps where a profit is realized by the coach/sponsor. (Example: A clinician conducts a camp that requires a fee or charge exclusively for the participation in said camp.)

#### Rules and Regulations Governing Use of Facilities:

The following are the rules and regulations that must be followed by any individual, group or organization that utilizes the facilities of Lakeview Community Schools:

1. The use of the facilities by an outside organization shall not restrict or limit the normal instructional program carried on during regular school hours. The use of school equipment is prohibited unless prior approval has been received from the superintendent of schools or his/her designee.
2. The Lakeview Community Schools District reserves the right to deny the use of the facilities to any person or organization at any time and it is the final authority on the interpretation and modification of the policy on public use of school facilities. The school district reserves the right to deny the privilege of continued use of facilities to any user who does not comply with all regulations.
3. Organizations or groups which promulgate any theory or doctrine subversive to the laws of the State of Nebraska or the United States or any political subdivision thereof or advocate governmental change by violence, will be denied use of all school facilities.
4. School facilities will not be available for use by rental groups on the following holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Good Friday, Easter Sunday, Memorial Day and the Nebraska School Activities Association (NSAA) five day

- moratorium. Exceptions to the above may be granted solely by the superintendent of schools or his/her designee.
5. The Lakeview Community Schools facilities are not to be used for any other purpose or in any other way than its design use without expressed written permission from the superintendent of schools or his/her designee.
  6. The Lakeview Community Schools facilities shall not be used for unlawful purposes.
  7. Groups or organizations renting the District's facilities will conduct orderly meetings and such gatherings are not to incite others in disorder.
  8. Activities deemed to be injurious to the building, grounds or equipment will not be permitted.
  9. All use of District facilities by outside groups shall be automatically canceled when schools must be closed due to inclement weather or other emergency conditions.
  10. A school custodian or a representative of the superintendent of schools or his/her designees is required to be on duty during the use of the high school facility. In the event the group or organization rents the kitchen of one of the facilities, a member of the District's food preparation staff shall also be on duty during the use and clean up of the kitchen. Charges will be assessed to the holder of the permit for time spent by the custodian or food preparation staff in assisting with the set up or disassembly of equipment and the like.
  11. Each applicant shall provide a written assurance of liability certificate of insurance for the use of the facility. If liability insurance is not available, a "Hold Harmless" agreement must be agreed upon and signed by the applicant.
  12. Each applicant must agree to assume responsibility for any legal liability or damage to the person or property of the applicant or others and for any uninsured injury or damage to school personnel or property in connection with use of school facilities, and must agree to "save the Lakeview Community Schools Board of Education and its employees harmless" in the event of any injury or damage and must reimburse the Lakeview Community Schools District for any damages. In determining the cost of the replacement of any damaged or destroyed property and/or equipment, the charge shall be at "replacement cost." In all cases a hold harmless agreement must be signed by the applicant.
  13. Adequate adult supervision must be provided for each activity.
  14. The use of alcoholic beverages in school buildings or on school grounds is strictly prohibited.
  15. Gambling is prohibited in school buildings or on school grounds.
  16. Smoking is prohibited throughout the school buildings.

17. High School facilities shall not be used for parties, wedding receptions, funerals or celebrations that are private in nature, e.g. birthdays, anniversaries and other similar parties.
18. Special permission must be obtained for decorating, installing scenery or the moving of furniture.
19. Signs, banners, pennants, place cards or similar items of advertisement are not to be placed in the schools without the express consent of the superintendent of schools or his/her designee. Activities carried on in the schools by the County Election Commissioner shall be free of this restriction.
20. The Lakeview Community School District does not, in any manner, control, contribute to, or endorse the content or message presented by an individual, group, or organization utilizing the facilities. The superintendent of schools or his/her designee may require that disclaimers of such endorsement be utilized in connection with utilization of school facilities
21. Scenery, decorations or equipment provided by the holder of a permit must be removed from the school building promptly after the usage of the facility so as not to interfere with school activities. If there is a delay in the removal of such items, the removal will be made by the District at the expense of the holder of the permit.
22. Any vandalism or destruction of school property attributable to the renting organization will be billed to that organization.
23. The Lakeview Community Schools shall not be responsible for property brought onto the school premises.
24. Due to the unique nature of the equipment and high probability of injury, the weight room of the Lakeview Community Schools will not be available for rental.
25. Participation by school employees or students in any activity or event conducted pursuant to this policy shall be strictly voluntary.
26. Regulations not listed that may be unique to a group or organization shall be determined by the superintendent of schools or his/her designee.

Personnel:

The charges assessed for personnel are not included in the facility rental amount. Renter must pay the cost for school personnel, i.e., fee cannot be circumvented by renter or member of the organization performing school personnel duties. All hourly costs start at the time the doors are opened and remain in effect until the using organization clears the building.

Charges assessed for personnel will reflect the actual hourly wage of the individuals, including overtime if applicable. School personnel required if the facility is rented may include, but is not limited to: food service personnel, technical support personnel and custodians.

The Lakeview Community Schools rental schedule is divided into the following classifications:

- Class 1: Individuals, groups or organizations that are considered school related in nature.
- Class 2: Individuals, groups or organizations not operating for a profit and devoted to community interest and child welfare.
- Class 3: Individuals, groups or organizations operating for a profit and/or admission or donations are charged.

FACILITY RENTAL SCHEDULE:

Rental is based on a full daily rate; rentals will not be less based on the time of facility use. Rental shall be by each activity held in Class 3 that charges admission or solicits donations. If the activity exceeds four consecutive days, an additional rental will be assessed as listed below.

<u>Facility</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>
High School Gym	No charge	\$150.00	\$225.00
Elementary School Gym	No Charge	\$75.00	\$115.00
High School Cafeteria	No Charge	\$75.00	\$115.00
Football Field/Track	Fees will be determined on an individual basis.		
Classrooms	Fee will be determined on an individual basis dependent upon the type of classroom used.		
Facilities/Grounds Not Listed Above	Fee will be determined on an individual basis		

The following Hold Harmless Agreement must be signed by any individual group or organization renting Lakeview Community Schools District facilities/grounds.

The applicant and/or the applicant’s organizational representative has read and agrees to the attached procedures and conditions, in addition:

NOW THEREFORE, the said \_\_\_\_\_ does hereby agree to hold said School District 71-0005, Lakeview Community Schools (hereinafter referred to as the District), in the State of Nebraska, harmless from any loss of liability for claimed personal injury or property damage claimed to have been caused by reason of any acts of negligence of said District, its officers or employees, with respect to the use of said premises by the undersigned, whether occasioned upon said premises, or in the streets, alleys, halls, stairways, etc., used in connection therewith.

The undersigned agrees that that it will hold said District harmless from any such claims and pay any such claim that may ultimately be adjudicated to be a valid claim against said District and all expenses including court costs and attorney’s fees, if any, and all other fair and reasonable charges in connection with the defense of said District against such claim.

This AGREEMENT is made between the District and \_\_\_\_\_

WHEREAS, the District has agreed to permit the Indemnifier to use the school facilities for purposes and uses completely unrelated to school activities and for the personal use of the Indemnifier.

WHEREAS, the Indemnifier acknowledges and warrants that it will provide supervision of the activities and control the use of the premises while it is being used by the Indemnifier.

NOT THEREFORE, it is agreed the parties as follows:

1. The District will permit the Indemnifier to use the following:

\_\_\_\_\_

\_\_\_\_\_

for a period of time from:

DATES: \_\_\_\_\_ TIME: \_\_\_\_\_

\_\_\_\_\_

2. Indemnifier undertakes to hold Lakeview Community Schools harmless and to indemnify them from any and all liability, loss of damage which Indemnifier or anyone under Indemnifier’s supervision or control may

suffer as a result of any claims, demands or costs arising from the use of said building by Indemnifier.

Rental Fee:

\_\_\_\_\_ Hours X \_\_\_\_\_ Per Hour = \$ \_\_\_\_\_

Special Fees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other Considerations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The total cost for the use of the facility and equipment will be \$ \_\_\_\_\_  
Indemnifier will receive an invoice/billing after the facility has been used.
4. Lakeview Community Schools does not sponsor or endorse the Indemnifier or the activity or event conducted by the Indemnifier. To ensure that the public understands this fact, the Indemnifier agrees to not make any statements suggesting such sponsorship and to publish statements of non-school sponsorship in such form and manner as the administration may request.

\_\_\_\_\_  
Superintendent or Designee  
Lakeview Community Schools  
3744 – 83<sup>rd</sup> Street  
Columbus, NE 68601  
Phone: 402-564-8519

\_\_\_\_\_  
Indemnifier  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

Amount Paid \$ \_\_\_\_\_

Exhibit Approved:

LAKEVIEW COMMUNITY SCHOOLS  
COLUMBUS, NEBRASKA 68601

**Beatrice Public Schools**  
**APPLICATION FOR USE OF SCHOOL FACILITIES**

**Section A: (To be completed by requestor)**

Name of Organization Making Request: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Individual Requesting Facility \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ E-Mail \_\_\_\_\_ FAX \_\_\_\_\_

Details of Use (Attach an additional explanation, if needed)

Facilities Requested. Building: \_\_\_\_\_ Areas/Rooms: \_\_\_\_\_

On (date) \_\_\_\_\_ between the hours of \_\_\_\_\_ to \_\_\_\_\_

Charges are based upon requested area/rooms. Failure to restrict activities to requested areas and rooms may result in additional charges.

Individual in charge \_\_\_\_\_

Describe the Type of Activity or Event: \_\_\_\_\_

Admission will be charged: YES \_\_\_\_\_ NO \_\_\_\_\_ Amount \$ \_\_\_\_\_

No. of Anticipated Users and Spectators: \_\_\_\_\_ Concessions/Food Served: Yes No Describe: \_\_\_\_\_

Set Up or Tear Down Required by District: \_\_\_\_\_

Type of Cleaning Required During and Afterwards: \_\_\_\_\_

Special Equipment to be used (District & Organization): \_\_\_\_\_

\*Failure to return Keys will result in additional charges

**Section B: Requestor(s) Signatures**

**Policy Compliance and Acceptance of Liability**

This application is subject to the terms of the Board's "Community Use of School Facilities" policy. The terms and conditions of that policy are incorporated into this application by this reference. Applicant accepts all such terms and conditions.

We have read, understand and agree to abide by the policies, rules and conditions on the use of these facilities on this form and in Board Policy. We understand that we are accepting the use of the facility from the Beatrice Public Schools with no assurances or guarantees relative to their condition. It shall be our responsibility to check the facility to see that it is safe for our intended use. We take full responsibility for the facilities while they are being used by our group and will make full restitution for any and all damages which may occur while our group is using the facility. We agree to indemnify and hold the school district harmless for any and all accidents and injuries to ourselves or others while we are using the facility except for the negligence of the school district or its personnel. We assume full responsibility and liability for any injuries. Failure to return keys will result in additional charges.

\_\_\_\_\_  
(Printed) Name, Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Printed) Name, Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Section C: Liability Insurance (To be completed by School District)**

Applicant shall procure, at its own expense, a Comprehensive General Liability insurance policy naming the District as an additional insured. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use. (Liability insurance typically will be waived for Categories A & B, Category C will be on a case-by-case basis). If liability insurance is required, request will not be approved until certificate of insurance is received in the district central office.

Liability Insurance required: Yes \_\_\_\_\_

No \_\_\_\_\_

(over)

**Section C: Fees (To be completed by School District)**

Category \_\_\_\_\_

The charge for the facility will be \$\_\_\_\_\_ per hour with a minimum two hour charge of \$\_\_\_\_\_

APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

Building Principal \_\_\_\_\_ Date \_\_\_\_\_

Superintendent/Assistant Superintendent \_\_\_\_\_ Date \_\_\_\_\_

**Section D: Information**

All requests for nonschool sponsored events must fill out a Facilities Request Form.

**Application Process**

1. Return this signed form to the building principal of the requested building. For Central Office Gym return form to C.O.
2. Building Principal will forward to Central Office (if approved).
3. Director of Business will record charges and if approved will return copies to building principal and requesting party.

**CATEGORY A (NO CHARGE)**

- \* Building or District-wide school events, activities, and programs
- \* NSAA and conference sponsored or sanctioned activities or meetings
- \* Events or activities (which charge no admission/fee or request for a freewill donation) designed to serve Beatrice students and are directed by non-profit organizations that are not directly affiliated with the school district. (Group must be at least 50% BPS students)
- \* BPS Booster club fundraising activities. (Provided that any funds raised are used to support BPS students)
- \* Veterans Day Programs (which charge no admission/fee or request for a freewill donation).
- \* 4-H Club and Scout meetings
- \* A charge shall be assessed for any events or activities, which requires additional staff time (\$25 per hour)

**CATEGORY B (REDUCED FACILITY CHARGE)**

- \* Summer camps sponsored by BPS coaches/sponsors
- \* Summer league athletic competitions
- \* Regional athletic teams
- \* A charge shall be assessed for any events or activities which requires additional staff time. (\$25 per hour)

**CATEGORY C (CHARGE)**

- \* Events or activities (that charge an admission/fee, or request a freewill donation), which serve Beatrice students and are directed by non-profit organizations not directly affiliated with the school district
- \* Non-profit civic, service, religious, or other groups whether an admission/fee is or is not charged or whether a request for a freewill donation is made or not
- \* Community service groups such as hospitals, fire departments, police departments, etc.
- \* Charitable activities
- \* Classes sponsored by colleges and/or universities
- \* Adult education classes
- \* Driver education classes
- \* Individuals or groups involved in activities not listed above. This includes, but is not limited to corporations, companies, or individual enterprises (such as dance recitals) that operate for a profit and charge admission, entry, and/or display fees.
- \* A charge shall be assessed for any events or activities, which requires additional staff time.

	Hourly Rate	Minimum Rate	Daily Rate
Board Office Board Room	\$20	\$40	\$160
High School/Middle Main Gym	\$40	\$80	\$320
Board Office/High School/Elementary Small Gym	\$30	\$60	\$240
High School/Middle School Locker Rooms	----- Fee of \$40 -----		
High School Auditorium (Hevelone)*	\$40	\$80	\$320
High School Commons/Kitchen	\$30	\$60	\$240
Middle School Cafeteria	\$30	\$60	\$240
HS/MS/Elementary Library	\$20	\$40	\$160
HS/MS Elementary Classroom	\$10	\$20	\$80
Football Field	----- Fee of \$500 -----		
Track	----- Fee of \$247 -----		

\*Rental of Hevelone requires the person or group seeking to use the Hevelone Center to secure the service of a House Manager. Contact Andrew Johnson at (402) 209-1635 or andjohnson@bpsnebr.org. Cost of Hevelone Center rental does not include use of additional rooms. Additional rooms must be specifically requested.