

PUBLIC USE OF SCHOOL BUILDINGS

It is the policy of the Board that District school buildings may be used by citizens of the District to conduct lawful meetings for social, civic, or recreational purposes provided such meetings do not interfere with the regular school work and proper protection is afforded the district against the potential costs of such use. The Superintendent shall be responsible, with Board approval, for establishing procedures governing such use of school buildings. The governing procedures shall be viewpoint neutral regarding equal access for those wishing to use school facilities. Building principals shall be consulted to determine if there exists any conflict with planned school activities prior to other groups being allowed to use school facilities.

The District shall establish a fee schedule for the school facilities the District intends to make available for public use. Charges made for the use of school facilities shall reflect the actual costs (e.g. labor, utility, and materials) incurred by the District. The District also strongly recommends that any individual or non-school related group/organization using a district facility purchase sufficient active and current general liability insurance to cover the damage to, or the cost to entirely replace the structure(s) and furnishing(s), if necessary due to the loss of, or damage to, District property.

School facilities that do not appear on the District's fee schedule shall not be available to the public.

Organized community non-profit groups, individuals, or non-school related groups/organizations using school facilities assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility. Smoking or the use of tobacco or products containing tobacco in any form or the use of drugs or intoxicants is prohibited. Firearms or other weapons of any kind are not allowed on school property unless the person carrying the firearm/weapon is permitted to do so by law as defined in A.C.A. § 5-73-120 or the individual has a valid conceal carry license and leaves the concealed handgun in the individual's locked vehicle. Failure to comply will result in an immediate request to leave the facility and grounds and will void any future rentals.

Furthermore, the Gentry Board of Education acknowledges the diversity in societal morals and standards of values, and therefore, reserves the right to refuse rental or use of any school facility to any individual or group that has submitted a request containing subject matter, content, materials, or propaganda that does not align with prevailing District and community-based morals and value standards.

Legal Reference:

A.C.A. § 5-73-119

A.C.A. § 5-73-120

A.C.A. § 6-21-101

Arkansas Constitution Article 14, § 2

PUBLIC USE OF SCHOOL BUILDINGS (REGULATION)

GENERAL POLICY

The public school facilities exist in order that the youth of the community may receive the benefits of a sound education program. Although this is the basic purpose for which the schools are built, school facilities may serve the community at large. Therefore, it is the policy of the Board of Education to make district buildings and facilities available to the citizens of the District when not in use for school activities.

Usage of school buildings will be restricted to individuals or non-profit groups/organizations whose activities benefit the students and/or residents of the Gentry School District. The district will not extend use of a facility to any individual or group/organization whose policies advocate the advancement of any doctrine or theory subversive to the laws of the United States of America or the State of Arkansas. The district also reserves the right to refuse the use of facilities to any individual or group/organization whose usage might be detrimental to the facilities or create a disturbance. Finally, the district refuses the use of facilities to any for-profit groups/organizations.

Users must comply with all federal and state equal opportunity regulations regarding discrimination: gender, ethnicity, disability, and religious or political affiliation. Approval of use of a facility by an individual or non-profit group/organization for non-school purposes will not constitute endorsement by the district of that individual or group/organization or its beliefs and purposes.

The user shall be responsible for the conduct and control of participants and shall ensure that all applicable fire and safety regulations are followed. The maximum number of participants permitted in any facility shall be restricted to its seating capacity as indicated by fire regulations.

TERMS AND CONDITIONS

Indemnity

Each user of District Facilities shall defend, indemnify, and hold harmless, the Gentry Public School Board of Education and employees of the Board from and against any and all claims, demands, suits, causes of action, damages, losses, fines, assessment, costs, and expenses, including but not limited to reasonable attorney's fees, settlement amounts, damages awards, and product warranty and recall expenses, whether for commercial loss, property damage, bodily injury, a violation of any law, regulation, code, or standard, including industry standards, or any other form of damage arising directly or indirectly from or out of any action or omission of the user of District Facilities. The user further agrees to make full restitution for any and all damages incurred during the use of the facility.

General Public Liability Insurance

The District strongly recommends that any individual or non-school related group/organization using a district facility purchase sufficient active and current general liability insurance from an insurance agent to cover the damage to, or the cost to entirely replace the structure(s) and furnishing(s), if necessary due to the loss of, or damage to, District property.

Supervision

Proper security and supervision of children must be maintained at all times. One adult per 30 children is required at all times. One person shall be designated as being in charge of and responsible for the event. This person will be directly responsible to the administrator of the school in which the event is scheduled,

and will be accountable for fulfillment of the terms in the Facility Rental Agreement. When a district staff member is required, the district staff member will ensure proper use of school facilities; however, it is understood that the person in charge of the rental group using the facility is responsible for the conduct of the group and attendees. *When youth athletic teams are approved for use of any indoor facility for the purpose of practicing their sport only the coach(es) and players may be inside the facility during the allotted practice time. Siblings of athletes are not allowed.*

Return Condition

All buildings and facilities will be returned to a suitable condition under the supervision of a Gentry Public School employee. Users will ensure that all facilities are clean and free from litter at the end of the period of usage. It will be the responsibility of the applicant to see that all persons have vacated the school buildings and grounds promptly at the time specified on the agreement and that the building is securely closed. Custodial charges are found in the Rental Fee Schedule.

Agreement of Time

The hours listed on the Facility Rental Request Form will include both entry and exit time for the facility, rehearsal, set-up, or practice time needed prior to scheduled event. Groups must adhere to the hours stated in the agreement. All rental fees will be assessed on a two (2) hour minimum. *Any Gentry Public School event or group/team will be the highest priority user of the facility. No other organization or team will push a school team or group from a district facility. For example, if a Gentry School coach or sponsor decides to run late on a practice/event or change their practice schedule the outside team will be left to adjust. Athletic facilities that are being used by an outside group should not be entered until Gentry Schools teams are finished and exiting the facility.*

Facilities use will be prioritized in the following order:

- 1. Gentry Public Schools groups/team,*
- 2. Gentry Youth Organization groups/teams,*
- 3. Any other groups/teams.*

Specified Area Use

Users must confine their activities to those facilities for which a rental request was approved. The only allowable facilities to be used other than those specified on the rental agreement are the restrooms and drinking fountains in the nearest proximity.

Representative

Presence of a school staff member may be required when a school facility is in use. Groups may be assessed a fee to cover off-duty personnel. Said staff member shall be authority for the Gentry School District.

Cancellation or Changes

Any agreement may be cancelled by the school district in favor of school activities. Reasonable effort will be made to offer alternative spaces and to give timely notification in the event of unavoidable circumstances requiring this privilege be used. Any changes to the agreed upon time and school location must be negotiated a minimum of two working days before the scheduled event. Both parties must sign agreement of the changes on the Rental Request Form. If the need arises to cancel the scheduled event, the district will be notified as soon as possible. Refunds will only be made when cancellations are requested by the user at least 48 hours in advance. If the district finds it necessary to cancel the scheduled event, due to weather conditions or emergencies, all fees shall be returned in full to the group.

Fees

Users will be assessed appropriate fees to use a district facility, as determined by their priority grouping. These fees may include, but are not limited to facility fees, off-duty staff fees, custodial fees, fees for cafeteria staff and equipment, continuous long-term rentals, and other additional equipment or maintenance fees. Applicable fees must be paid prior to the activity/event in the District Administration Office unless pre-approved by the Superintendent.

Group Priority Categories

School facilities that have been identified on the fee schedule will be made available for community use as long as there is no conflict with official school schedules according to the following priority and rental rate groupings. *Facilities are not available for outside use after 9:00PM on weekdays or 10:00PM on weekends unless otherwise outlined in the rental agreement and approved by the district leadership team.*

***Always Fee Exempt:**

- School-related groups organized for the expressed purpose of supporting authorized district programs and sponsored activities (e.g., PTA/PTO, booster organizations, wellness programs, committee meetings, school activities, school clubs/organizations, Gentry Youth Organization athletic teams, dances, carnivals, concerts, class reunions).
- Character-building, recreational, and educational groups (e.g., Boy/Girl Scouts, Boys/Girls Club, 4-H Club).
- *Outside youth athletic teams that are coached by a person who is a registered volunteer of the district, or an employed coach of the district and the team consists of at least 50% of Gentry Public Schools students. Outside youth athletic teams that fit this definition, but do not meet the 50% rule, will have 4 years to meet the requirement for continued facility use. This will be monitored by the Athletic Director.*

***May Be Fee exempt:** Organized community non-profit groups (e.g. service and civic clubs, charitable organizations, community concerts, community arts groups).

Note: Organized community non-profit groups that provide services and/or resources for students of the Gentry School District will be exempt from facility rental use fees but other fees may be assessed as described in the fee schedule.

Non-Exempt: Individuals or non-school related groups/organizations (e.g. wedding showers, anniversaries, birthday parties, baby showers, family reunions, fund-raisers, youth athletic traveling teams that are not a Gentry Youth Organization team, etc.)

Approval Process

Any individual or non-profit group/organization wanting to use a school facility must first complete the Facility Rental Request Form and return it to the District Administration Office at least ten school (10) days in advance of the event for consideration. The request form will be discussed at the weekly District Leadership Team Staff meeting. At that meeting, the principal of the school will be the initial approving authority for use of the school facility. After preliminary approval has been granted by the school principal, secondary approval must be given by the athletic director for the use of the athletic facilities, by the Child Nutrition Director for the use of kitchen and/or cafeteria facilities, and by the Director of Operations. After all necessary preliminary approvals have been granted, the Superintendent must give

the final approval. After all involved parties have had a chance to consider the rental request form, the district will then notify the individual or group/organization on the status of their request and of any fee(s) that will be assessed if approved.

Agreement

If the Facility Rental Request Form is approved, then a Rental Agreement must be signed by the individual assuming responsibility for the use of the facility as well as by the Superintendent before the facility can be used. The rental agreement shall be made on either a single-event or a month-to-month basis with termination by either party upon seven (7) days' notice.

Concession Agreement

No food or drink will be sold during the use of facility without prior written approval. All concession sales must strictly adhere to any district contract agreements with food and drink vendors.

Fields/Weather Conditions

Athletic fields may be available for community use pending approval from the Athletic Director. This use is subject to cancellation or rescheduling due to weather conditions, field conditions, or maintenance operations. Fields too wet to play will be closed at the discretion of the Operations or Athletic Director.

Equipment & Technology

Building rental does not include the use of technology or audio-visual equipment. This equipment is not to be used unless prior approval has been granted. Requests for additional equipment must be made at time of application.

Long-Term Usage Agreements

Long-term or repeated use of Gentry Public Schools facilities must be arranged and coordinated with the Superintendent on a case-by-case basis. Appropriate fees will be agreed upon by the School Board and the user.

Transfer

The Facility Rental Agreement is not transferable to any other person or group (subleasing is not permitted) and rental is restricted to the conditions agreed to therein.

Any exceptions to these guidelines may be made only through a review committee consisting of the Superintendent, Director of Operations and the Principal of the building in question. If the use of an athletic facility is in question, the Athletic Director will also serve on the review committee.

The Gentry School District reserves the right to refuse or to cancel any and all agreements issued for the use of a school building or its facilities when it is deemed that such action is necessary for the best interests of the district.

PUBLIC USE OF SCHOOL BUILDINGS (FEE SCHEDULE)

Facilities available to rent:

- Carl Gym, for athletic use only.
 - \$10 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- Pioneers Partnership Room B
 - \$10 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- Intermediate School Gym, for athletic use only.
 - \$50 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- Middle School Gym, for athletic use only.
 - \$50 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- High School Gym, for athletic use only.
 - \$50 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- Middle/High School Cafeteria
 - \$50 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- Practice Soccer/Football Field
 - \$10 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- Pioneer Stadium
 - \$100 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- Baseball/Softball Complex, for athletic use only.
 - \$100 per hour (2 hour minimum) (10 hour maximum charge per approved event)
- Pioneer Activities Complex (PAC), *for athletic use only.*
 - *Available for use by groups categorized as *Always Fee Exempt, as the building schedule allows. The Athletic Director will maintain a schedule for when this facility is available for outside use. Use by an outside group will not be extended past the acceptable hours outlined in this policy.*
 - ~~○ Available for use on a case-by-case basis by the following categorized groups as determined by the Superintendent, Director of Operations, and Athletic Director~~
 - ~~▪ *Always Fee Exempt (see Group Priority Categories Section)~~
 - ~~▪ *May Be Fee Exempt (see Group Priority Categories Section)~~

Facility rental fee charges include lighting, heating, or cooling, and general usage. Rental of facility does not include the use of any equipment. If sound and/or other technology devices belonging to the school need to be used, and additional fee to cover the expenses of doing so will be assessed.

Additional fees that may be charged:

- Custodial Staff Fee – hourly per diem (3 hour minimum per employee)
- Kitchen Worker Fee - hourly per diem (3 hour minimum per employee)
- Technical Support Fee – hourly per diem (3 hour minimum)
- Supervisor Fee – hourly per diem (3 hour minimum)

- Note: If our custodians are not used the facility has to be cleaned to the satisfaction of the Director of Operations or charges will be applied after the event. *(Already addressed above)*



FACILITY RENTAL REQUEST FORM

Organization: _____ School: _____

Person Responsible: _____ Facility Requested: _____

Address: _____ Date of Rental: _____

_____ Is event reoccurring: Yes _____ No _____

Phone: _____ Time: _____ to _____

Fax: _____ (Includes setup, tear down, & cleanup)

Email: _____ Number of People Expected: _____

Purpose / Activity: _____

*Will Kitchen Need to be used: Yes _____ No _____ All kitchen use will be approved and coordinated with the Food Service Director. When kitchen is used, there will be an additional fee for cafeteria staff and equipment.

Is sound and/or projection system needed: Yes _____ No _____ (Circle what's needed)

***** This Section for School Use Only ***** **

Building Principal Approves: Yes _____ No _____ Date _____ Initials _____

A.D. Approves (if applicable): Yes _____ No _____ Date _____ Initials _____

Child Nutrition Director Approves (if applicable): Yes _____ No _____ Date _____ Initials _____

Director of Operations Approves: Yes _____ No _____ Date _____ Initials _____

Custodial Staff Required: Yes _____ No _____ Custodial Staff Assigned: _____

Custodial Fees: _____ Hours x _____ Hourly per diem = _____

Kitchen Staff Required: Yes _____ No _____ Kitchen Staff Assigned: _____

Kitchen Staff Fees: _____ Hours x _____ Hourly per diem = _____

Tech Staff Required: Yes _____ No _____ Tech Staff Assigned: _____

Tech Support Fee: _____ Hours x _____ Hourly per diem = _____

Facility Usage Fee: _____ Hours x per fee/hour = _____ (2 hr. minimum required)

Total Fees: _____ Amount Paid: _____ Date: _____ Check #: _____ Receipt #: _____

Final Approval by Superintendent: _____ Date: _____

PUBLIC USE OF SCHOOL BUILDINGS (FACILITY USE AGREEMENT)

Facilities are available for community use on a rental basis by individuals or non-school related groups/organizations. By signing this Use Agreement, I agree to the following conditions:

- I acknowledge that school activities will be given first priority in the use of this facility.
- I acknowledge that I am a citizen of the District and agree to use this facility only for the purpose/activity stated on the Facility Rental Request Form.
- I agree to assume all liability for injury or damage to individuals or property and to indemnify and hold harmless the Gentry School District and employees of the Board from any loss or damage.
- I agree to make full restitution for any and all damages incurred during the use of the facility. I also agree to replace any lost or stolen items incurred during the use of the facility.
- I acknowledge that I will be present during the use of the facility and will assume full and complete responsibility for the conduct of all persons, regardless of age, associated with their use of the facility while they are in or about the facility. I also understand that if children are going to be using the facility there must be at least one (1) adult per 30 children supervising at all times.
- I acknowledge that I will assume the responsibility of ensuring that users of the facility will observe all fire and safety regulations and that smoking and the use of alcoholic beverages or illegal drugs on school grounds are strictly prohibited.
- I acknowledge that the District strongly recommends that any individual or non-school related group/organization using a district facility purchase sufficient active and current general liability insurance from an insurance agent to cover the damage to, or the cost to entirely replace the structure(s) and furnishing(s), if necessary due to the loss of, or damage to, District property.
- I acknowledge that I will be responsible for cleaning the portion of the facility that was used for the purpose explained above unless a cleaning fee is paid/required. Additionally, I acknowledge that if the facility is not cleaned adequately after its use, the district will invoice the responsible person listed below the amount necessary to have a school employee(s) clean the facility at the employee's hourly per diem.
- I acknowledge that the rental time as stated in the Facility Rental Request Form will be strictly adhered to.
- I understand that applicable rental fees, custodial fees, kitchen staff fees must be paid prior to the activity/event in the District Administration Office unless pre-approved by the Superintendent.
- I acknowledge that I have received a copy of Policy **PUBLIC USE OF SCHOOL BUILDINGS (REGULATION)** and that all guidelines, as stated in the Terms and Conditions, will be strictly adhered to.
- I agree to return the key to the facility back to the District's Administration Office on either the day of the event if applicable or no later than 9:00 am on the next working day.

The Gentry School District reserves the right to refuse or to cancel any and all agreements issued for the use of a school building or its facilities when it is deemed that such action is necessary for the best interests of the district.

Use of Gentry Public Schools' facilities requires acceptance of the following conditions as stated above. Failure to comply may result in the cancellation of any existing rental agreements and denial of future rental requests.

I have read and agree to abide by the above conditions:

Printed Name of Responsible Party: _____

Signature of Responsible Party: _____

Date: _____

Signature of Approval: _____

Date: _____

