

Board Policy Document

SCHOOL-COMMUNITY RELATIONS

Series 1000

Policy Title: Community Use of School Facilities: Fees

Code Number: AR1004.1

Fees/Exemption From Fees

Category A: School Activities

Exempt from use fees, provided that the scope of the activity is within the normal duties or extra-curricular duties of the staff member assigned to the activity, or as may otherwise be determined by the Coordinator.

Category B: Programs or Events Directly Serving Youth of the District With No Expectation of Profit or Personal Benefit

Exempt from use fees, but may be charged the prevailing rate for Coordinator-approved custodial or supervisory time and/or labor costs as appropriate. [The group shall be required to provide financials upon request of the Finance Department in order to prove no expectation of profit.]

Category C: Programs or Events Serving Adults, or a Combination of Youth and Adults, Through a 28E or Other Formal Agreement or Events With Expectation of Profit

Will not be exempt from use fees, but the use fees will be negotiated as a part of the formalized agreement (28E or otherwise). In addition to use fees, programs or events in this category will be charged the prevailing rate for custodial or supervisory time and/or labor costs that are required above and beyond normal duties, if applicable, and this stipulation shall be made part of any formalized agreement.

First Adoption: April 12, 1983

Revision Adoption: August 12, 1997/August 13, 2002/September 24,
2002/August 14, 2006

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Category D: Events Not Referenced Above

Will not be exempt from use fees, nor from being charged the prevailing rates for necessary custodial support or supervisory services and/or labor costs that are specified with a Use Permit applied for and approved.

Note:

The Coordinator, as defined in Board Policy 1004.1, may approve annual written requests from music and/or other teachers who are assigned to their building and who desire to offer individual lessons or tutoring (for a fee) outside of their duty day. Similarly, the Coordinator may approve written requests for summer camps (for a fee) during the summer. In June of each year, each Coordinator shall submit a recap of such approvals to the Business Office, such recap to summarize who the permission was given to, fees or rates charged by the instructor(s), fee waiver opportunities and information about diversity among those served.

Customary Facility Use Fee Schedule

There will generally be no use fee for public meetings such as might be held in school library and media centers, classrooms or conference rooms provided that the public meeting is in service of the community.

Fee Schedule

The following schedule represents a customary schedule of use fees charged for rental of facilities (Category C) (a one-time event; or for Category D):

H.S. or M.S. School Gymnasium	(for 2.5 hours)	\$ 50.00
Elem. or Auxiliary M.S. Gymnasium	for 2.5 hours)	\$ 25.00
School Auditorium	(for 3.0 hours)	\$ 40.00
Multipurpose Rooms	(for 2.5 hours)	\$ 25.00
Practice Fields	(for 2.0 hours)	\$ 25.00
Other Practice Space	(for 2.0 hours)	\$ 25.00
Swim Team Rates (per annum)*		\$6,000.00

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*Access for swimming teams is twelve months per year scheduled through Siouxland Aquatics

A guideline for multiple user rates is a reduction of 25 percent for two to five days and or 33 1/3 percent for use of up to two weeks. Further reductions may be possible for users that exceed two weeks.

Current labor costs are (by category):

Custodial Services/Per Hour	\$27.00 (overtime rate)
Grounds Keeping Services	\$27.00 (overtime rate)
Building Supervision (if required)	\$40.00

These costs are subject to change at the sole discretion of the District.

Notwithstanding of any of the above, any group may be assessed additional fees and deposits if the District determines that excessive wear and tear to facilities and/or equipment may occur.

Other

If portable toilets, lifeguards or police officers are required as part of a Facilities Use Agreement, the renter of the school facility will be responsible to arrange and pay for, if necessary, such services. Beyond any City permits that may pertain and be required, the District has the sole discretion to require such additional services prior to approval of use even if such requirement does not appear in the Facilities Use Agreement, if it becomes apparent, at any time, that such services are essential for public safety and welfare.

District's Right to Cancel and/or Reschedule

Inclement Weather: The District reserves the right to cancel events at any time due to inclement weather. Such cancellations shall be noticed on Snowcap as soon as is practical.

Any and all uses and/or permits for use of the facilities of the Sioux City Community School District, are subject to rescheduling, cancellation, revocation, and/or limitation, at any time, with no prior notice, upon the sole and absolute discretion of the District. The parties agree that no such action taken by the Sioux City Community School District shall be subject to review, appeal or

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contest in any way. To the extent allowed by law, the parties waive all rights to seek redress, compensation, damages or sanctions for any such actions taken by the Sioux City Community School District (see AR1004.2).

Appropriate Usage

The Sioux City Community School District is a tobacco, alcohol and drug-free environment on and off school grounds. Fire arms are prohibited on school District property. Usage that is contracted for shall share in the health, welfare and educational interests of the community.

The Use Permit Holder is solely responsible for compliance of their group with any regulations, rules and/or laws related to the following:

- Any City Ordinances or Permit Requirements
- State Department of Public Safety/Health
- State and Local Fire Laws
- State and Local Police Laws
- Internal Revenue Admission Laws

The facilities and equipment used are expected to be returned in clean, orderly and usable condition unless the Facility Use Permit spells out that the District has agreed to provide cleaning and custodial services and will be reimbursed for such services.

No permanent structures may be erected in any District facilities without prior written agreement.

No activities may be held which render a space unsatisfactory for use in its normal or primary function.

All activities or events must be conducted in such a manner that school pedestrian, bicycle and vehicular traffic are not unreasonably impeded and that members of the school community who are not participating in the activity or event may proceed with their normal activities.

Permit holders may not assign, transfer, sublet or charge a fee for the use of the facilities unless expressly provided for in writing in the Facilities Use Agreement.

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Risk Management

Before a Facilities Use Agreement can be issued, the User/Permit Holder shall provide a Certificate of Liability Insurance listing the Sioux City Community School District as an additional insured party. Minimum coverage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. The only exemption from this requirement shall be Category A (school activities). Such Certificate of Liability Insurance must be received before the permit can be issued, and therefore must be received before the event.

A permit holder must also sign the Sioux City Community School District's Indemnity and Liability Insurance Agreement prior to the issuance of the Facility Use Permit.

The Sioux City Community School District is not liable for damage or loss to any personal property of the User/Permit Holder or the participants, volunteers, employees, representative of the User/Permit Holder or any attendees. Any and all costs and damage incident to the use or misuse of a facility under this policy shall be borne by the organization using the facility.

SCCSD Pool

The District and Siouxland Aquatics are parties to an Agreement for the lease of the District's swimming pools at three of its high schools—West High School, North High School, and East High School, along with office space, equipment storage rooms, restrooms, and locker rooms adjacent to the pools, and heating, filtration, and pump equipment appurtenant to the pools.

Liability Insurance: Any renter shall obtain and maintain comprehensive general liability insurance in accordance with District policy. Such insurance shall insure against loss or liability for damages for personal injury, death or property damage arising or resulting from premises operations. It shall have the following limits for comprehensive general liability coverage: **\$1,000,000** per incident and at least **\$2,000,000** in the aggregate (coverage shall be on a blanket basis for contractual liability). Information about insurance requirements required under board policy is available from the Safety, Benefits and Insurance Manager at 293-2356.

Designee: The superintendent's designee authorized to negotiate and sign a facility use agreement for any renter other than Siouxland Aquatics, Inc. shall be the District's Wellness Director and in the instance of the District's

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swimming pools, this designation shall supersede (but be in close contact with) the high school Activities Director. The District's designee for all scheduling of pool usage shall be Karen N. Taylor Burton of Siouxland Aquatics. Appeals of scheduling decisions may be considered by the District Wellness Director where further communication is needed.

Use of Pool: The Renter agrees to use the pool for aquatic training, competitive swimming, and/or similar uses; and agrees that this usage may be subject to and/or in coordination with the District's use of the pools for practices, meets, and similar events of its own boys' and girls' swim teams or other swimming activities.

Supervising personnel shall be appropriately certified to instruct the activities offered and to respond to emergency and lifesaving situations. Current certifications must be on file with the school engineer and the District Designee before use of the pool.

Lifeguards: Certified lifeguards (American Red Cross or equivalent) must be on duty whenever the Community Use Permit Holders are in the pool or on the pool deck as will be prescribed by Siouxland Aquatics' Director or the SCCSD Wellness Director. During its use of the pools, the Renter shall at all times have in place, rules, regulations, and/or procedures to promote and insure the health and safety of its customers and invitees, including the employment and presence of qualified personnel and the utilization of preventative, rescue and lifesaving equipment. A certified lifeguard must be on the pool deck at all times. In the case of learn to swim; the lifeguard on deck will have no other duties to perform, but lifeguarding.

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COMMUNITY USE OF SCHOOL FACILITIES AND EQUIPMENT
INDEMNITY AND LIABILITY INSURANCE AGREEMENT

The undersigned, hereafter referred to as "Organization" states that it shall to the fullest extent permitted by law, indemnify, defend and hold harmless, the Sioux City Community School District, its officers, employees, representatives, or agents, hereafter referred to collectively as "District," from any and all demands, actions, suits or proceedings of any nature (civil, criminal, administrative, or investigative), and from any damages, judgments, losses, debts, liabilities, penalties, fines, costs and expenses related to the Organization's use of any District facilities. In case any action is brought therefore against the District or any of its officers, employees, representatives or agents, the Organization shall assume full responsibility for the legal defense thereof, using legal counsel acceptable to the District, and upon its failure to do so on proper notice, the District reserves the right to defend such action and to charge all costs, including attorneys' fees, to the Organization.

The Organization agrees to furnish and maintain during the usage of the facilities owned by the District such liability insurance in an amount of \$1,000,000 per occurrence and \$2,000,000 aggregate as shall protect the Organization and the District from claims for damages for personal and bodily injury, including accidental death, and from claims for property damages, which may arise from the Organization's use of the District's facilities, whether such operations be by the Organization or by anyone directly or indirectly employed by, or representing the Organization. Such insurance shall include the District as an additional named insured in the policy carried by the Organization and described above.

The Organization shall furnish the District with a certificate of insurance acceptable to the District's insurance carrier before the contract is issued.

Dated at _____, Iowa, this _____ day of 20__.

Organization _____

By _____

Title _____

Address _____

Sioux City Community School District

Superintendent _____

Board Secretary _____

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