

Community RelationsCommunity 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, including the payment of costs, as 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 submitted to the Superintendent at least seven days prior to the requested use date.

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. Promulgating and theory or doctrine subversive to the laws of the United States or any political subdivision thereof.
- b. Advocating governmental change by violence.
- c. Any activity that may violate the canons of good morals, manners or taste, or be injurious to the buildings, grounds or equipment.
- d. Any purpose in conflict with school activities.
- e. Activities that are discriminatory in the legal sense.
- f. Uses that may conflict with or that disrupt the District's educational or extracurricular activity programs.

- g. Uses inconsistent with the mission of the District.
- h. 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.
- i. Uses that present an unacceptable risk of damage or unacceptable wear and tear to facilities or equipment.
- j. 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.
- k. Uses that involves gambling or games of chance.
- l. Uses that involves a group or activity which advocates or condones the violent overthrow of the Constitution or of the government.
- m. Uses that involve the meetings of secret clubs not open to members of the public.
- n. Non-community type uses such as wedding receptions, slumber parties, personal use and similar activities.
- o. School facilities shall not be used for parties or celebrations that are essentially private in nature – this exclusion includes birthdays, anniversaries, and other similar parties. Special provisions may be made for graduation receptions for Alliance High School students.
- p. No ticket selling for any event or the sale of merchandise or food is permitted without written approval on the agreement.

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., Wednesday evening after 6:30 and Sunday mornings prior to Noon. School facilities will not be available at any time for use by rental groups on the following holidays: Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Easter Sunday, and Memorial Day. Regular school activities will have priority for all space. All applications will be processed according to date of receipt of the application.

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.

Violation by an agreement-holder of any of the regulations governing the use of school buildings or grounds may be cause for the cancellation of all existing agreements and the denial of any agreements in the future.

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.

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 fees.

Sunday and Wednesday night use is discouraged and will only be permitted under special circumstances by the Superintendent.

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.
 - iv. No alcoholic beverages will be permitted at any time. Any violation of this rule may jeopardize future use and may result in arrest.
 - v. The Board and its authorized representatives shall have full and free access to the premises at all times.
 - vi. At least five days prior to the use of the facilities, review this policy and any other rules promulgated by the Superintendent related to the use of facilities.
 - vii. No school facility is to be used for any other purpose or in any other way than its designed use, without expressed written permission.
- 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.

Special school facilities (cafeterias, stage equipment, etc.) will require the use of school employees trained in their use and such cost will be added to the regular fee.

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.

A school custodian or representative may be required to be on duty during the use of any school facility. Evening affairs are to end by 11:30 p.m. unless special arrangements have been made. Complete vacating of the facilities is to be made according to the terms of the agreement. Departure time should be included in use hours applied for. A district custodian or representative may be assigned during such times.

- 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.
- xi. Special permission must be obtained for decorating, installing scenery, moving furniture, etc. Scenery, decoration, or equipment, provided by the holder of an agreement, must be removed from the school building promptly after the performance so as not to interfere with school activities. If there is a delay, the removal will be made by school officials at the expense of the holder of the agreement.
- xii. Kitchens and kitchen equipment are not to be used without prior written authorization. If authorized, cafeteria personnel must be present. The costs of this service will be in addition to the regular fee and be paid to the cafeteria personnel by the applicant.
- xiii. Gymnasiums will not be used for dances without special provisions and permission. Use of gymnasiums require use of proper footgear to prevent damage to floors. Unauthorized use of gymnasium apparatus is strictly forbidden.

- xiv. No signs, banners, pennants, placards, or similar items of advertisement are to be placed in the schools without the express consent of the school Principal.
- 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.
 - iv. Organizations wishing to bring unusual equipment, material, devices, and/or animals into school buildings or on school premises must first present, in writing, proper insurance coverage with a "save harmless" clause protecting the board.

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 current Schedule of Rental Fees is set forth below.

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, subject to the following 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.
- c. Free use of school facilities may be granted by the Superintendent to the following organizations or groups, provided that membership is composed of not less than 75 percent local residents and is open for participation by any local citizen:

Class I. School affiliated groups

PTA, teachers' associations, scholarship associations, school committees, booster clubs, council of school associations, county or state school performances, etc.

Class II. Youth service

Boy Scouts, Girl Scouts, 4-H, Brownies, youth coaches and sponsors for organized teams, YMCA (youth divisions), etc.

Class III. Agencies which have on file with Alliance Public Schools a current inter local agreement

Special Charges

Class I groups that request use of facilities for Saturdays, Sundays or an other permissible time that requires extra custodial help, cafeteria help, fire guards, police or technicians' costs may be charged the exact extra costs incurred. School affiliated groups Class I are exempt but encouraged not to plan activities for Saturdays or Sundays. If Class I, II, or III groups use facilities for fund-raising or charge admission, they will be required to pay service costs.

Class IV

Class IV groups include those which exist to provide a humanitarian, educational, or cultural service to the local community. Such groups include but are not limited to the Shriners of North America, the Alliance Arts Council, the Alliance

Community Choir, and ad hoc groups which will donate earnings to a school board approved use. Class IV groups will comply with the user fees and rules generated specifically for their use and will provide their own liability insurance. Class IV groups may not include religious entities which will engage in fund raising or the promotion of religion or any political view.

Class V

All other groups not referenced herein shall be considered Class V and are subject to the Schedule of Fees, as set forth below.

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.

Schedule of Rental Fees

The rental fees on the Building Rental Agreement form will be followed. Copies of the Facility Rental Agreement forms may be obtained at Administrative offices or on line.

Fee Schedule

Refers to in-house rental only. No property may be removed from any building.

Custodial Services per person per hour	\$30.00
Technical Services per person per hour	\$30.00
Food Services per person per hour	\$30.00

Performing Arts Center	Class IV	Class V Entities
To any fee, add custodial services and, if required technical and/or food services		
Theater/Stage/Dressing Rooms	\$100.00	\$300.00
Commons	\$75.00	\$150.00

Graduation reception per user		\$30.00
Food Service Facilities		
AHS Kitchen/Servery	\$30.00	\$60.00
AMS Kitchen	\$30.00	\$60.00
Grandview	\$25.00	\$25.00
Emerson	\$25.00	\$25.00
Gymnasiums		
(includes dressing rooms, PA and scoreboard if applicable)		
AHS Gym	\$100.00	\$300.00
AHS Multipurpose Room	\$50.00	\$100.00
AMS Gym	\$50.00	\$100.00
Grandview Gym	\$50.00	\$100.00
Emerson Gym	\$50.00	\$100.00
Burkholder Gym	\$50.00	\$100.00
Bleachers per level	\$25.00	\$25.00
Preparation per hour (ie. chair setup and take down, floor cover installation)	\$30.00	\$30.00
Classrooms		
Distance Learning	\$15.00	\$30.00
Generic Classroom	\$10.00	\$20.00
Bulldog Stadium		
(Includes Restroom press boxes, scoreboard and equipment in the storage chutes)		
Field/Track	\$150.00	\$300.00
Lights per hour	\$10.00	\$10.00
Field Prep	\$50.00	\$100.00
Preparation per hour	\$30.00	\$30.00
Concession Stand	\$25.00	\$50.00
Tables and Chairs (outside rental per day)	Chair	\$ 1.00
	Table	\$ 5.00

Date of Adoption: August 7, 2017
 Date of Revision: June 4, 2018