

DESCRIPTOR TERM: Fiscal Management	Millard District Policy File Code: 2020 Approved: 06-11-20
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USE OF BUILDINGS AND GROUNDS

A. Civic Center

Public school buildings and grounds are civic centers and shall be used by District residents for supervised recreational activities and meetings, subject to the requirements and restrictions set forth below. Use of school property as a civic center may not interfere with a school function or purpose and is considered a “permit” for governmental immunity purposes.

[Utah Code § 53G-7-209 \(2018\)](#)

B. Civic Center Use Limited to District Residents

School buildings and grounds are only available for civic center use to organizers who are residents of the District. Requests for civic center use must be accompanied by appropriate documentation of the requester’s residence within the District.

[Utah Code § 53G-7-209\(4\) \(2018\)](#)

C. Fees for Use of School Property for Civic Center Purposes

The Board may set and charge a reasonable fee for the use of school property as a civic center to fully compensate the District for any and all expenses incurred in that use. The fee charged may take into account increased overhead expense, including utilities, personnel, and other areas affected by use of the facilities.

[Utah Code § 53G-7-210\(2\)\(c\) \(2018\)](#)

D. Duties of School Principal—

The Principal, subject to approval of the Superintendent, shall allow the use of school facilities and shall also be responsible for collection of monies, notification of personnel involved (custodian, lunch manager, or technician), and the determination of free use of the building according to policy.

E. Definition

Non-profit: any person or organization that does not sponsor or manage an activity for profit.

School Employee: any person whose salary is paid through district payroll and is entrusted with keys to enter the facility where they are assigned.

F. Guidelines

1. To secure the use of buildings and grounds, all groups or individuals must make application, in advance, through the building administrator of the school involved.
2. Rental rates will be determined according to the rental rate as approved by the Board of Education.
3. Payments will be collected by the Principal, recorded, and sent to the District Office with a copy of the original application.
4. The principal shall be responsible for adequate supervision of the school during rental hours. Any non-school group occupying school property shall provide adult supervision adequate to maintain order and prevent the destruction of school property. Facilities shall not be available at the time of use unless the supervisor or supervisors are present as agreed. At the time of rental, arrangements shall be made for adequate supervision. School supervision shall consist of a minimum of one custodian to care for the interest of the District and its property. In the absence of the principal, the custodian shall be in complete charge of the building and grounds.
5. The principal of the school shall accept application from only those groups who can assure adherence to the standards of behavior of the school. Tobacco, electronic cigarettes (and electronic cigarette products), intoxicating drinks, and boisterous conduct are expressly prohibited. The following will not be tolerated and are expressly prohibited by the Board:
 - a. vandalism;
 - b. use without consent, or abuse of school furniture or other school property; and,
 - c. misappropriation or abuse of books, supplies, or athletic equipment belonging to the school or to its students. School athletic equipment may only be used with prior approval of the principal.
6. School property may be used by school employees for purposes outside the school curriculum or school responsibilities of the school employee only with the express permission of the school administrator, and may not be used for the profit of the individual or any party. If use of the property is for a for-profit activity, school employees are subject to following the same procedures as other patrons.
7. School employee use of facilities for family or community functions which involve larger groups such as family dinners or reunions should be granted on the same terms and conditions as are available to other patrons.

8. Students or student groups must obtain permission from the building administrator to use any buildings and grounds. These groups must have an approved chaperone with them.
9. When a building is rented for activities, other than school functions, additional fees may be charged. The payment of school district employees necessary to supervise buildings and equipment shall be the responsibility of the renter, paid to the school.
10. Non-school events will not be scheduled until assurances and financial guarantees have been made to minimize damage or loss potential. The Millard School District requires a certificate of insurance from the organization (using group) requesting the use of District facilities showing that the organization has obtained \$1,000,000 of public liability and property damage insurance. This policy must name the District as an additional insured and must cover any and all use of school property by or under the sponsorship or control of the user organization. Responsibility for obtaining such insurance coverage rests solely with the organization requesting the use of the District facilities. Responsibility for reporting to the principal of the facility involved any losses or damages rests solely with the organization using the District facilities.
11. Any group or individual who fails to comply with standards for appropriate care and concern for district property may be denied future use or required to provide property damage insurance or a deposit to cover cleaning and repairs.
12. The Board may refuse to permit the use of school property as a civic center if it determines the use interferes with a school function or purpose. [Utah Code § 53G-7-209\(3\) \(2018\)](#)

G. Exception to Insurance

The Millard School District use policy works well in most circumstances. However, when it comes to non-profit civic center uses such as class reunions, family reunions, family dinners, wedding receptions, and other small personal type of activities as determined by the building administrator, it is unreasonable to require the user to obtain a \$1,000,000 liability and property damage insurance policy. Therefore, when building (facility) use is requested for these types of activities, the following guidelines will apply:

1. The user will be required to complete a Millard School District Use of School Facilities Application Form and must comply with all provisions contained in this form, except that the user will not be required to provide proof of liability and property damage insurance coverage.

H. Criteria for High School Gymnasium and Auditorium Use

1. Generally, high school gymnasiums and auditoriums should be used first for high school events, second for other school events, and third for community uses. When possible, the high school should schedule in advance so other groups will have a reasonable opportunity to schedule.
2. High school gymnasiums and auditoriums should be used primarily for large events where their unique features can be used to an advantage. Events that do not need a large audience capacity, or which have a high potential for wear and tear on the main floor, would be better scheduled in other venues. Community recreation activities would fit this criteria and usually should be encouraged to use auxiliary gyms.
3. Small group activities should not generally be scheduled in the main event portion of the gymnasiums. However, smaller sections, such as the dance and wrestling rooms, may be used as appropriate.

I. Waiver of User Fees

Exceptions for charged fees may be extended to non-profit activities based on the program being offered. Each waiver must be requested of the board and can only be approved by specific action by the Board of Education.

J. Accounting

1. Building rental money will be receipted in the bank account of each school or remitted to the District Office.
2. Rental reports, plus money received from the building rental, will be submitted to the district office yearly.

K. Political Signs on School Property—

1. A “political sign” is any sign or document that advocates the election or defeat of a candidate for public office or the approval or defeat of a ballot proposition. Schools and the school district are not required to allow the posting of political signs on school property. However, if the district or a district administrator or their designee posts or permits the posting of a political sign on school property, then the district shall also permit the posting of all other political signs, subject to the same requirements and restrictions. Any requirements or restrictions placed on the posting of political signs must be politically neutral and content neutral.
2. Approval for posting of a political sign may only be given by a building principal or higher-level administrator, or the designee of such an administrator.

[Utah Code § 20A-17-103 \(2015\)](#)

Millard School District Application for District Facilities - Permit & Use Agreement

This user request form is required for the use of School District Property. This is not a confirmation of your request. Once received by the School District, we will reply as soon as possible. If your request is approved for use as a Civic Center below, it will constitute a permit for use of this property pursuant to UCA 53G-7-209-210. The School District is thereby not liable for any claims, injuries, or lawsuit arising from the use of District property under UCA 63G-7-301 (5).

Contact Name: _____
Organization: _____
Address: _____
Phone: _____ Email _____

Type of Activity: _____

CATEGORY OF USE: _____

DATE & TIME: User will have access to the facilities on _____, 20__ from _____ to _____.

PREFERRED LOCATION, 1st CHOICE _____
PREFERRED LOCATION, 2nd CHOICE _____

No other access to district property or building is granted by this agreement.

NUMBER OF PARTICIPANTS EXPECTED: _____

RESOURCES:

Palladium _____ Gymnasium _____ Auditorium _____ Classroom _____
Lunchroom _____ Kitchen _____ Multi-Purpose _____ Dance Studio _____
Sound and Lights _____ Microphone/Stand _____ Other _____
Will you be charging an admission fee? _____ What amount? _____
Will you be earning income/selling items? _____ What products? _____

Are you a For-Profit Organization? _____ If yes, a certificate of insurance must be provided.

Below for Office Use Only

Your request has been Approved _____ Declined _____ Reason _____

You are hereby granted this PERMIT to use District property as described above. Use at your own risk. The District is immune from liability for your use pursuant to UCA 53G-7-209-210 and 63G-7-301 (5). You are advised to obtain insurance for your own liability.

Payment Deposit Insurance Insurance Waiver

Millard School District Facilities Use Agreement

SET UP & FEE FOR EVENT: User agrees to pay Millard School District \$_____ in consideration to use the facilities at least 5 working days prior to the event. This amount shall include the following. Additional charges may apply for events that involve unforeseen situations or that exceed the planned on hours:

Facility Rental \$_____ Hours _____ Per hour rate \$ _____
Custodial/Supervisory \$_____ Hours _____ Per hour rate \$ _____ (Benefits if applicable)
Equipment \$ _____ Hours _____ Per hour rate \$ _____
Technician/Lunch Manager \$ _____ Hours _____ Per hour rate \$ _____ (Benefits if applicable)
Deposit \$ _____ Check# _____

There will be a \$25.00 fee for all checks returned for insufficient funds. All payments are due 5 days prior to the event.

INDEMNIFICATION: User warrants to the district that it will provide all the supervision necessary for the safe use of facilities. User understands and agrees it takes full responsibility to provide medical and emergency care to all those involved in the event, including, participating and spectators. User warrants to the district that all medical and emergency care will be appropriate and sufficient. User agrees to indemnify, hold harmless and defend the district, and all its boards, officials, officers, employees, agents, and volunteers from any and all lawsuits, claims, damages, liabilities, costs, and expenses, including attorney fees arising out of, or in any way, connected with this Use of District Facilities Agreement, except such that result from the sole negligence of indemnities. User agrees to adhere to all federal, state, and district rules and regulations.

INSURANCE: User warrants that it maintains all legally required insurance. For the purposes of this agreement, user shall also have Comprehensive General Liability Insurance covering this event in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and have the district named as an additional insured. **Five working days prior to the event, the user will give the district a Certificate of Insurance which will include the above stated amount and showing that Millard School District has been added as an insured.**

User received a copy of the Community Use of School Facilities Guidelines _____ (initials)

This user agreement is entered into this ____ day of _____, 20___. User agrees on behalf of him/herself and their group that they will use the facilities, equipment and/or furnishings as described above. User has received and agrees to follow the Community Use of School Facilities Guidelines.

User Signature: _____ **Printed Name:** _____
User Address: _____
City: _____ **State:** _____ **Zip:** _____
Phone: _____ **Email:** _____

Name of the adult supervisor in charge of the activities: _____
Contact information of adult supervisor: _____
Any special requirements, extra furnishings, storage facilities to be accommodated by district:

Refreshments to be sold or consumed:

Please note: Prior authorization is required for sale of any items on district property and requires a temporary Sales Tax License. Smoking and alcoholic beverages are prohibited in all district facilities and on all district grounds. Failure to comply with this will result in immediate termination of your use of the buildings and grounds. User agrees to leave the facility in a clean and orderly fashion, and to reimburse the district for any cleanup costs, damages, or any damaged or lost equipment. *Damage (i.e. broken equipment, facility damage, pop spills, paint spills, excessive cleanup) will be the responsibility of the renter. These costs may be added to the original agreement after use of the facility.

Building Administrator

Custodial Acknowledgement

(If School Activity) Sponsoring Administrator

WARRANTY OF INSPECTION: User has inspected the facilities and warrants to the district that the facilities are acceptable and appropriate for the event. User accepts full responsibility for all conditions on the premises that can be identified by reasonable inspection, if it fails to give the district written notice of any objectionable conditions, no later than one week before the date of the event.

Date inspected: _____

Signature: _____

Millard School District RATE SCHEDULE

<u>FACILITY</u>	<u>NON-PROFIT</u>	<u>PROFIT/COMMERCIAL</u>	<u>COST</u>
School Lunch:			
Dining Room	\$20.00 per hour	\$30.00 per hour	_____
Kitchen	\$20.00 per hour	\$35.00 per hour	_____
Multi-Purpose Room:			
<i>(any room larger than one Classroom but not gymnasium)</i>	\$25.00 per hour	\$50.00 per hour	_____
Classroom:			
	\$15.00 per hour	\$20.00 per hour	_____
Dance Studio:			
	\$20.00 per hour	\$30.00 per hour	_____
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Auditorium:			
Performance	\$50.00 per hour	\$80.00 per hour	_____
Practice fees	1-4 hours \$50.00 <i>If additional time is needed \$5.00/hr over 4 hours</i>	\$80.00 per hour	_____
Technician	*	*	_____
Custodian	*	*	_____
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Gymnasium:			
Custodial cleanup if required	\$50.00 per hour *	\$80.00 per hour *	_____
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Palladium: (main floor)			
	\$750.00 per day	\$1500.00 per day	_____
	\$400.00 per ½ day	\$800.00 per ½ day	_____
Stage Setup-dismantle	*	*	_____
Stage Lighting	minimum wage per person	minimum wage per person	_____
Putting down protective floor	*	*	_____
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Equipment Rental:			
<i>(on an item by item basis)</i>			
P.E. Equipment	\$10.00 per day	\$10.00 per day	_____
Lighting Equipment	\$10.00 per day	\$10.00 per day	_____
Piano <i>(not to leave the area)</i>	\$10.00 per day	\$10.00 per day	_____
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Other _____	_____	_____	_____
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TOTAL COST _____

*If custodian, technician, or lunch worker not working/assigned, renter will need to pay salary/benefits of personnel (i.e. late evenings, weekends, and holidays).

- Facility use fees may be waived for non-profit civic center purposes. This requires written application to the Millard School District Board of Education for approval.

Millard School District Community Use of School Facilities Guidelines

- 1.** Applicant shall be solely responsible for loss or damage to property or injury of any person or persons arising out of or connected in any way to the use of the school facilities by the applicant. As per Millard School District Policy 2020, it is agreed that the applicant will provide a certificate of insurance or obtain Special Events Liability Insurance Coverage before any building is used, except in cases where insurance waiver is granted.
- 2.** If admission fees are charged, the applicant agrees to remit the tax required by law.
- 3.** Applicant accepts the facilities, including the premises and equipment, in the condition then existing, and expressly releases Millard School District from any and all claims.
- 4.** Applicant shall pay the usual fees and charges applicable to such as established by Millard School District.
- 5.** It is agreed that adequate payment will be made for all property damage or equipment shortage that may occur from such use other than ordinary wear and depreciation.
- 6.** Applicant shall provide adequate supervision and shall be responsible for any improper conduct of the audience both collectively and individually.
- 7.** Applicant agrees that the use of the school facilities and this permit shall be revocable by Millard School District at any time at the option of the school district.
- 8.** Applicant agrees to maintain order in the meeting, performance, event, or luncheon.
- 9.** Applicant agrees not to use any part of the building except for that part which was rented, the lobby, and lavatories.
- 10.** Applicant agrees to vacate the building by the agreed time.

**Millard School District
Application for School Employee Use of District Facilities & Users Agreement**

_____ (School Employee) desires to use the facilities located at his/her place of employment, _____.

This Agreement, together with the Community Use of School Facilities Guidelines document, outlines the responsibilities and duties undertaken by the user in consideration for permission to use the facilities.

User will have access to the facilities, **after administrative approval**, from date of signature until privileges are rescinded by change of employment, or revoked by administration for misuse.

INDEMNIFICATION: User warrants to the district that it will provide all the supervision necessary for the safe use of facilities. User understands and agrees it takes full responsibility to provide medical and emergency care to all those involved in the event, including, participants and spectators. User warrants to the district that all medical and emergency care will be appropriate and sufficient. User agrees to indemnify, hold harmless and defend the district, and all its boards, officials, officers, employees, agents, and volunteers from any and all lawsuits, claims, damages, liabilities, costs, and expenses, including attorney fees arising out of, or in any way, connected with this Use of District Facilities Agreement, except such that result from the sole negligence of indemnities. User agrees to adhere to all federal, state, and district rules and regulations.

User received a copy of the Community Use of School Facilities Guidelines _____ (initials)

This user agreement is entered into this ____ day of _____, 20____.

User Signature: _____ **Printed Name:** _____

Please note: User agrees to leave the facility in a clean and orderly fashion, and to reimburse the district for any cleanup costs, damages, or any damaged or lost equipment. *Damage (i.e. broken equipment, facility damage, pop spills, paint spills, excessive cleanup) will be the responsibility of the user.

Building Administrator

(This copy should be kept on file at the school office for the duration of the employment of the school employee.)