

Checklist for Schools - Use of School Building Facilities & Grounds by the Public

These forms should only be used in instances where:

- *There is no personal gain by any person or any group of persons.*
- *The sale and/or consumption of alcoholic beverages and/or use of tobacco products in school facilities and on DeSoto Parish School Board property is prohibited at all times. Policy KF provides more detail.*

The DeSoto Parish School Board recognizes the functions of school buildings and grounds shall be to accommodate approved school programs for students and to assist in meeting the educational, cultural, civic, social and recreational need of communities. **Use of school buildings by the community shall be considered a secondary function so as not to interfere with regular school-day programs of the students.**

- **APPLICANTS – please complete documents & give to the school staff, along with certificate of insurance with required wording & limits listed on documents.**
 - **SCHOOLS – please complete steps 1-3**
1. If the date is available, school staff secures a school custodian to work the event and the school bookkeeper completes the required Advanced Written Approval, signed by the Principal and the HR Director. **(The bookkeeper gets the overtime rate for the custodian/cafeteria worker from Mr. Stephen Flanders in the Business Department. Please note - this rate can change yearly.)** If the organization requests the Food Service area, the same process is required to schedule a cafeteria worker to be on site during the event.
 2. The school bookkeeper prepares a sign in sheet for the custodian/cafeteria worker before the event and a payroll timesheet after the event. Attach a copy of both the Advanced Written Approval and the sign in sheet to the payroll timesheet before sending to Stephen Flanders at Central Office.
 - **School staff checks to make sure all documents are complete and attaches this checklist. Day after the Event** - the Principal should email Stephen Flanders at stephen.flanders@desotopsb.com to let him know the condition of the facilities, so a partial refund can be processed, if applicable.
 3. School sends the entire packet to the Superintendent's office for approval, with all items checked off.
 - **_____ Hold Harmless Agreement** completed and signed by the organization rep and Principal/designee
 - **_____ DPSB Use of School Building Facilities & Grounds Agreement Form**, completed and signed by the organization rep and Principal/designee
 - **_____ Check or money order** from organization for \$500, made payable to DeSoto Parish School Board
 - **_____ Event insurance certificate**, showing required coverage, as listed in Policy KF, found in the Policy Manual on the district website, www.desotopsb.com, under Documents.
 - **As outlined in 1a of the policy, regardless of the event site, the additional insured must be listed as:**

**DeSoto Parish School Board
DeSoto Parish School Board Members
DeSoto Parish School Board Employees
399 Jenkins Street
Mansfield, LA 71052**

DESOTO PARISH SCHOOL BOARD

Use of School Building Facilities and Grounds Agreement Form

ORGANIZATION _____

DATES TO BE USED (Attach Schedule as Necessary) _____

PURPOSE _____

PRESIDENT/COACH OF ORGANIZATION _____

Rental Fee: \$ _____

It is understood that School building facilities and grounds may be used by the public only in instances where there is no personal gain by any person or any group of persons per DeSoto Parish School Board Policy KF.

In consideration of the use of school building facilities and grounds, I/we agree to the following conditions:

1. We will complete and sign the DeSoto Parish School Board Hold Harmless Agreement which waives any and all rights of recovery from the DeSoto Parish School Board, its members, and the school district for any injuries or damages resulting from the use of school building facilities or grounds. The person, organization, or group shall provide a certificate of insurance showing liability coverage for the activity being held, with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The DeSoto Parish School Board, its members, and employees, shall be listed on the policy as additional named insureds. A statement of waiver of subrogation shall be included with this policy. The certificate verifying this insurance shall be provided to the school principal or building level administrator at least 24 hours prior to the use of the facilities.
2. We agree to be responsible for reimbursing the DeSoto Parish School Board for any loss of equipment, or damage to equipment or property owned by the school board.
3. We affirm that no school facilities or grounds will be used for hazardous activities.
4. We affirm that no laws or ordinances will be violated in the use of this property.
5. We agree to be responsible for assuring that everything is left clean and in order for classes, athletics, and all other activities of the school. This includes restroom facilities and parking lot areas.
6. We agree to assign people within our group to be responsible for monitoring participants and guests during the entire activity inside and outside the designated area.

Organization President/Coach

Principal or Building Level Administrator

Signature

Name Printed

Phone Number

Date of Agreement _____

DE SOTO PARISH SCHOOL BOARD

HOLD HARMLESS AGREEMENT

ORGANIZATION _____

SCHOOL REQUESTED _____

FACILITY REQUESTED _____

DATE AND TIME TO BE USED _____

PURPOSE _____

PRESIDENT OR RESPONSIBLE EXECUTIVE OF ORGANIZATION _____

In consideration of the use of school premises, I/we agree to indemnify and hold harmless the De Soto Parish School Board for any and all bodily injury, sickness, disease or any property damage arising out of our use of the premises of the De Soto Parish School Board. Rentor/Organization/Agency agrees to protect, defend, indemnify, save and hold harmless the De Soto Parish School Board, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of the use of school board property or injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Agency, its agents, servants and employees and any and all costs, expense and/or attorney fees incurred by the Agency as a result of any claim, demands, and/or causes of action except for those claims, demands and/or causes of action arising out of the negligence of the De Soto Parish School Board. Agency agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claim, etc.) is groundless, false or fraudulent.

I/we agree to be responsible for reimbursing the school system for any loss of equipment or damage to equipment or property owned by the De Soto Parish School Board.

I/we will be responsible to see that the facility used is left free of debris and in a reasonably clean condition.

A reasonable time is required of either party to cancel the agreement for use of the facilities and the conditions set forth.

RENTOR/ORGANIZ./AGENCY

DESOTO PARISH SCHOOL BOARD

SIGNATURE OF PARTY

PRINCIPAL OR PLANT MANAGER DATE

PRINTED NAME

SUPERINTENDENT DATE

PHONE NUMBER

USE OF SCHOOL FACILITIES

The DeSoto Parish School Board recognizes the functions of school buildings and grounds shall be to accommodate approved school programs for students and to assist in meeting the educational, cultural, civic, social and recreational need of communities. Use of school buildings by the community shall be considered a secondary function so as not to interfere with regular school-day programs of the students. School buildings may be used by the public only in instances where there is no personal gain by any person or any group of persons.

The sale and/or consumption of alcoholic beverages in school facilities and on DeSoto Parish School Board property shall be prohibited at **all** times.

The use of any tobacco product, smokeless tobacco, or any smoking object/device, including but not limited to electronic cigarettes, advanced personal vaporizers, vape pens, vape mods and similar devices, shall be prohibited on and in all School Board property and vehicles, and at all school-sponsored or school-approved functions. However, this prohibition shall not be applicable to any tobacco product approved by the United States Food and Drug Administration for sale as a tobacco cessation product and which is marketed and sold solely for such purpose. *School Board property* shall include any elementary or secondary school grounds or buildings, any portable buildings, field houses, stadiums, equipment storage areas, vacant land, or any other property owned, operated, or leased by the School Board.

REQUIREMENTS

When the use of school facilities by the community is desired, the user must receive the approval from the school principal or building level administrator. Before approval can be given, the user shall:

1. Sign a *Use of School Facilities Agreement* form, which shall contain, but not be limited to, the following:
 - A. Waiver of any and all rights of recovery from the School Board, its members, and the school district for any injuries or damages resulting from the use of school building facilities or grounds. The person, organization, or group shall provide a certificate of insurance showing liability coverage for the event being held, with a minimum of \$1,000,000 general liability per occurrence. The DeSoto Parish School Board, its members, and employees, shall be listed on the policy as additional named insureds. A certificate verifying the purchase of such insurance should be presented to the school principal or building level administrator at least twenty-four (24) hours prior to use of the facilities.

- B. A statement that the individual or group lessee shall assume all responsibility for damages and/or maintenance expenses invested in the building, directly or indirectly resulting from lessee's use, including utilities and upkeep of the buildings and grounds.
 - C. A statement that no school facilities shall be used for hazardous activities.
- 2. In no way violate any law or ordinance in the use of the property.
 - 3. Provide security as determined by the school principal or building level administrator.

GENERAL PROVISIONS

The School Board shall direct the Superintendent to maintain appropriate administrative regulations and procedures governing the use of school facilities. These regulations shall assure the following:

- 1. The school principal or building level administrator shall be responsible for assuring that access to and use of school facilities by any group or individual is within School Board guidelines. Use of facilities for other than school activities during school hours or when in conflict with school activities shall be prohibited except by special permission of the School Board. Areas of any facility not intended for use shall be locked and properly safeguarded.

The school principal or building level administrator shall designate a custodian to be scheduled to be on the premises from the beginning through clean-up time. This custodian will be responsible for disarming/arming of any security system and the locking of exterior doors. The custodian will assist with cleaning. However, as stated in the agreement, the group using the building will be responsible for assuring that everything is clean and in order for classes. If a custodian is not available for that particular day (or days), the building shall not be available for usage.

- 2. Any decorating and/or set up needs to be done between the hours of 3:30 p. m. and 10:00 p.m. the day before a Saturday event.
- 3. The facility cannot be reserved more than six (6) weeks in advance. Needs may arise for educational purposes. Also, the facility can only be used between the hours of 8:00 a.m. and 10:00 p.m.
- 4. The user/group shall assign people to be responsible for monitoring participants and guests during the entire activity inside and outside the building. This includes keeping people within the designated area. Security must be provided for each use. Arrangements for law enforcement personnel shall be the responsibility of the user/group.

- 5. Fee:

A deposit of \$500.00 is required for the use of the facility. A fee of \$250.00 for the first four (4) hours is assessed for the use of the facility. An additional fee of \$25.00 per hour will cover any time over the allotted four (4) hour period. The fee covers cost of utilities and cleanup. Payment in the form of cashier's check or money order is due at the time the reservation is made. After clearance by school staff that the facility is in good condition, a refund of the balance of the deposit will be made.

If the Food Service area is requested, contact by the school principal or building level administrator shall be made with the Food Service Supervisor for a Food Service employee to be scheduled to be on the premises during the activity. An additional fee of \$100.00 for the first four (4) hours shall be assessed. An additional fee of \$25.00 per hour will cover any time over the allotted four (4) hour period. This fee is in addition to the utilities and cleanup fee shown in item #5 above.

7. The falsification of any information required or the failure to comply with all policies, regulations, and/or procedures shall result in the person, group, or organization being prohibited from using any school facility in the future.
8. The School Board reserves the right, through the Superintendent, principal, or other designated person to cancel the use of any School Board-owned or operated facility at any time when deemed in the best interest of the school system.

SPECIAL PROVISIONS

Voting Precincts

Use of school buildings for voting or polling places shall be authorized by the School Board on the condition that election officials in charge on Election Day shall permit no loitering on the school premises. The school principal or building level administrator shall determine where voting shall be held on school campuses.

Arrangements for opening and closing the facilities shall be made with the principal of the school involved and compensation shall be made to the appropriate individual.

Civil Defense

The Civil Defense director is authorized to use any and all necessary school facilities for emergency shelters or accommodations to help provide services to the public in the event of any declared emergency.

USE OF SCHOOL GROUNDS

The public shall be allowed to use school grounds (excluding buildings) for recreational or sport purposes only during daylight hours and only during the time when classes or other school or school-sponsored or approved activities are not being held. No motor vehicles of any type, firearms or explosives or other dangerous weapons or alcoholic beverages shall be allowed on any school grounds. All activities of a non-recreational or non-sports nature, such as political rallies, gatherings, or meetings shall usually be prohibited.

No supervisory personnel shall be provided during this time, and any person who uses the school grounds for the limited purposes set forth herein does so at his/her own risk. The School Board shall assume no liability for any accident, injury, or loss suffered by any person using the school grounds under the permission herein granted.

The person, group, or organization shall provide the required certificate of insurance prior to the use of school grounds.

Approved: August, 2004

Revised: December 1, 2011

Revised: February 1, 2018

Ref: La. Rev. Stat. Ann.
§§[14:91.7](#), [17:81](#), [17:240](#), [40:1291.1](#), [40:1291.2](#), [40:1291.3](#), [40:1291.11](#), [40:1291.21](#)

Board minutes, 12-1-11, 2-1-18

DeSoto Parish School Board