

## 7.10—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. 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 use of school facilities. 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 shall also require any non-school related group using a district facility to purchase sufficient 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.

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 of any kind are not allowed on school property unless the person carrying the firearm is permitted to do so by law as defined in A.C.A. § 5-73-120.

Legal References:     A.C.A. § 6-21-101  
                          A.C.A. § 5-73-120  
                          Arkansas Constitution Article 14, § 2

Date Adopted: July 16, 2012  
Last Revised: July 15, 2013

## 7.10.P -- FACILITY RENTAL PROCEDURES

**State law prohibits the use of school facilities when in conflict with school use.**

1. All requests must be made and application submitted at least four (4) weeks before the desired date of use. Applications must be made to the superintendent.
2. The Paragould School District reserves the right to refuse the use of the building to any person or group.
3. **All times involved must include any practice sessions and costs will be charged accordingly.**
4. Application forms will be sent to persons or group involved for signature and copy of rules will be enclosed.
5. **No food or drink will be allowed in the auditorium.**
6. No tobacco use will be allowed on the premises.
7. No alcoholic beverages will be allowed on the premises.
8. Sponsoring organizations will be responsible for any damage as determined by the school.
9. No alterations or repairs shall be made by the sponsoring organization and no chairs will be added except what is needed on the stage.
10. A deposit of \$200 is required at the time of application and will be applied toward fee for use or returned if request is denied.
11. Facility rental applications will be issued only to alumni organizations, parent-teacher organizations, partners in education, governmental organizations, other educational institutions, and civic groups. Private organizations and for-profit organizations will not be eligible for application.
12. No fees will be charged for interscholastic events, school-sanctioned intramural events, or other fundraising events where the proceeds will be used to benefit the academic or extracurricular program and where no compensation to staff is made from the proceeds. Rental fees may be modified or waived by the superintendent with the school board's approval. In regard to camps (basketball, football, cheerleading, etc.), when compensation is to be paid to the staff, they must conform to the Paragould School District's camp guidelines. Rental fees will be applicable if a fundraising event is held in a facility outside the group's own campus. Rental fees will be applicable if a fundraising event is held in a facility outside the group's own campus.
13. In case the rental of property is under questionable circumstances, the matter is to be submitted for board action at a regularly scheduled meeting.
14. Payment is due in advance for all rentals, and a deposit of \$200 is required for school personnel to open and close for any activity.
15. Sponsors must attend and be the responsible party for all extra-curricular activities.
16. Use of school facilities by non-school groups shall be confined exclusively to the assigned space.
17. No school equipment shall be loaned to private organizations or institutions not of general civic nature, and then only when a school employee is present.
18. **In general, the use of all school facilities will be after school hours, 3:30 pm during the week, or on weekends. Classrooms are not part of the rental agreement.**

Revision approved-Board of Education -11/15/2010

## **BUILDING RENTAL CHARGES**

### **Paragould High School Auditorium**

- \$40 per hour (minimum fee of \$200) for utility costs and expenses.
- \$15 per hour custodial fee. Custodial fee will be charged for preparation time, practice time, performance time, and clean-up following performance. (REQUIRED)
- \$50 (or \$25 per hour, whichever is greater) for use of extra lighting.
- \$35 per hour for operator for lights and sound. Paid directly to individual from school (includes practice, performance and what equipment is in use--REQUIRED)

### **Paragould High School Gym**

- \$100.00 per day - minimum of 3 hours, maximum of 6 hours

### **Paragould Football/Soccer complex**

- \$200.00 per day-minimum 3 hours-maximum of 6 hours

### **Oak Grove Gym**

- \$100.00 per day - minimum of 3 hours, maximum of 6 hours

### **Paragould Junior High Gym**

- \$100.00 per day- minimum of 3 hours, maximum of 6 hours

### **Baldwin Elementary Gym**

- \$100.00 per day- minimum of 3 hours, maximum of 6 hours

### **Woodrow Elementary Gym**

- \$100.00 per day- minimum of 3 hours, maximum of 6 hours

### **PJHS Cafeteria (no kitchen)**

- \$100.00 per day - minimum of 3 hours, maximum of 6 hours

### **Elementary Cafeterias (no kitchen)**

- \$50.00 per day - minimum of 3 hours, maximum of 6 hours

### **Any school kitchen**

- \$15.00 per hour
- A food service staff member must be paid by the group using the facility according to the district's regular pay scale for overtime work.

**\*\*\*A School employee must be present during all rentals/uses—practice and/or performance/use.**

Legal Reference:     A.C.A. § 6-21-101  
                              A.C.A. § 5-73-120

Date Adopted: July 24, 2003

Last Revised: November 15, 2010



**PARAGOULD SCHOOL DISTRICT  
FACILITY RENTAL APPLICATION**

1. Name of individual/organization: \_\_\_\_\_

2. Name of person responsible for rental agreement: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Name of activity: \_\_\_\_\_

4. Date(s) of activity: \_\_\_\_\_

5. Facility requested:

**FACILITY FEE**

\_\_\_\_\_ PHS Auditorium (**Available** after 3:30 pm and weekend only.)

\_\_\_\_\_ hours at \$40 per hour..... \_\_\_\_\_

\_\_\_\_\_ hours custodial fee at \$15 per hour..... \_\_\_\_\_

\_\_\_\_\_ hours operation of lights and/or sound at \$35 per hour..... \_\_\_\_\_

\_\_\_\_\_ Paragould Football/Soccer Complex (\$200.00)..... \_\_\_\_\_

\_\_\_\_\_ Paragould High School Gymnasium (\$100)..... \_\_\_\_\_

\_\_\_\_\_ Oak Grove Gymnasium (\$100)..... \_\_\_\_\_

\_\_\_\_\_ Paragould Elementary Gym (\$100.00)..... \_\_\_\_\_

\_\_\_\_\_ Paragould Junior High Gymnasium (\$100) ..... \_\_\_\_\_

\_\_\_\_\_ Paragould Junior High Cafeteria (no kitchen) \$100 ..... \_\_\_\_\_

\_\_\_\_\_ Elementary Cafeterias (no kitchen) (\$50)..... \_\_\_\_\_

\_\_\_\_\_ Kitchen: School \_\_\_\_\_

\_\_\_\_\_ hours at \$15 per hour..... \_\_\_\_\_

\_\_\_\_\_ hours food service worker at \_\_\_\_\_ per hour..... \_\_\_\_\_

**Signature of Applicant** \_\_\_\_\_ **Date** \_\_\_\_\_

The Paragould School District is not liable for any personal injury or for damage to personal property of any person or persons involved in activities under a rental agreement with the district. The above signed responsible party hereby agrees to indemnify and to hold the district harmless with respect to any personal injury or damage to personal property.

**\$200** deposit required at time of application (deposit will be applied to fee if the application is accepted or returned if application is denied.) Checks should be made payable to Paragould School District, Facility Rental. Return application and deposit to: Matt McGowan, 1501 West Court Street, Paragould, AR 72450

\*\*\*\*\*

Request \_\_\_\_\_ GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*Custodian or school employee is required at all functions (At Renters expense.....Name of Custodian or School employee \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the term and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No):	
INSURED	EMAIL ADDRESS:	FAX (A/C, No):
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Granite State Insurance Company	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		
NAIC #		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
							\$
							\$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each Occurrence) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	<input type="checkbox"/> Y/N						OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**Proof of coverage****CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE