



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** January 22, 2015

RE: *Approval of Interlocal Agreement with Clark County School District (CCSD) during a one year period for SNHD's provision of services to students, CCSD staff, and/or members of the general public which may include general immunizations, seasonal influenza clinics and other community health programs as mutually agreed upon.*

PETITION #03-15

That the Southern Nevada District Board of Health approve the attached Interlocal Agreement with CCSD during a three year period for the SNHD's provision of services to students, CCSD staff, and/or members of the general public which may include general immunizations, seasonal influenza clinics and other community health programs as mutually agreed upon.

PETITIONERS:

Rick Cichy, Community Health Nurse Manager *WC*
Bonnie Sorenson, Director of Nursing *BS*
Andrew J. Glass, FACHE, MS, Director of Administration *AG*
Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer *JPI*

DISCUSSION:

This Interlocal Agreement is for SNHD to provide health promotion/disease prevention services to students, CCSD staff and/or members of the general public. Services may include general immunizations, seasonal influenza vaccine, mass prophylaxis, lead hazard evaluations and oral health programs.

FUNDING:

Administrative fee for services will be required from students but no child will be refused services for lack of payment of this fee.

**INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY SCHOOL DISTRICT
AND SOUTHERN NEVADA HEALTH DISTRICT**

This Interlocal Agreement (Agreement) is made and entered into between Clark County School District (CCSD), a political subdivision of the State of Nevada, and Southern Nevada Health District (Health District), also a political subdivision of the State of Nevada.

WITNESSETH

WHEREAS, Nevada Revised Statutes 277.180 provides that two or more public agencies (which includes political subdivisions) may enter into an interlocal agreement for the performance of any governmental service, activity, or undertaking which any of said agencies is authorized by law to perform; and

WHEREAS, both CCSD and Health District desire to enter into this Interlocal Agreement pursuant to NRS 277.180 for the provision of health promotion/disease prevention services to students, CCSD staff, and/or members of the general public which may include general immunizations, seasonal influenza clinics, and other community health programs as mutually agreed upon; and

WHEREAS, CCSD and Health District agree that services will be provided directly by the Health District; at no cost to CCSD; and

WHEREAS, CCSD and Health District agree that although an administrative fee for services will be requested from the student, no child will be refused service for lack of payment of this fee; and

NOW, THEREFORE, in consideration of the above recitals, the parties hereto agree to the following:

I. USE OF PREMISES

a. Health District shall use the designated location on SCHOOL PROPERTY in order to provide healthcare services.

b. This Interlocal Agreement is the controlling document. Due to the existence of this Interlocal Agreement, pursuant to CCSD Regulation 3613(I)(B)(3), the Health District's use of SCHOOL PROPERTY is not subject to all of the provisions of Regulation 3613. However, Health District's use of SCHOOL PROPERTY is subject to this Agreement, the requirements of NRS Chapter 277, and CCSD Regulation 3613(II) to (VII). See Attachment A (CCSD Regulation 3613).

Health District will complete the CCSD Facility Use Permit form (CCF-410), as modified for Health District for purposes of the activities conducted under this Agreement. On page one of the Facility Use Permit, the acknowledgement language will be modified to state that Health District has read and understands sections II thru VII of CCSD Regulation 3613. On page two, the Liability Agreement language will be modified to state: The responsibilities of the parties involved when using CCSD facilities are set forth in the Interlocal Agreement between CCSD and the Health District. See Attachment B (modified CCSD Facility Use Permit).

II. MAINTENANCE/OPERATION

a. **Responsibility:** Health District shall be responsible to leave the SCHOOL PROPERTY in a clean and orderly condition at the completion of use. Health District shall be responsible for the proper disposal of medical waste, blood-bearing and blood contaminated materials, and all other used medical materials in compliance with all appropriate laws and regulations.

b. **Security:** Health District shall be responsible to obtain security as they deem appropriate.

c. **Rules and Regulations:** Each party shall observe and enforce all established rules and regulations of the other in connection with the operation of services. Health District is solely responsible for obtaining and maintaining all applicable licenses and permits, meeting all federal, state or local laws and regulations related to providing the agreed upon health services. Nothing in this agreement is meant to establish any sort of legal relationship between the parties.

d. **Protection of Children:** To the extent any third party staff or volunteers facilitated by Health District are used, they must not be alone with children/students. These individuals must be accompanied either by a Health District employee or other responsible adult.

III. HEALTH DISTRICT AGREES TO:

a. **Services:** Provide health promotion/disease prevention services to students, CCSD staff and/or members of the general public. Services can include and are not limited to the provision of general immunizations, seasonal influenza vaccine, mass prophylaxis, lead hazard evaluations, and oral health programs. Any directions for after-care will be provided to parents/legal guardians or other members of the general public receiving services.

b. **Staffing:** Facilitate staffing for the provision of services. Staff may include Health District employees or third party staff facilitated by Health District. Health District will be responsible for any third party staff and volunteers and is solely responsible for any applicable laws, regulations, taxes, and insurance requirements,

including but not limited to: payroll taxes, workers compensation, unemployment, and liability insurance.

c. **Safety:** Follow established technical procedures for the provision of services.

d. Health District agrees to comply with all laws, rules and regulations as they may be amended from time to time applicable to this Agreement including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the related regulations in the course of operating and providing services under this Agreement. Health District acknowledges that it is solely responsible for compliance with HIPAA. HIPAA does not apply to CCSD. Health District agrees to instruct/train its representatives, officers, agents, and employees regarding all applicable confidentiality laws and rules.

e. **Communication:** Provide parent/legal guardian consent forms for students/minors at least two weeks prior to the scheduled event and/or make such consent forms available during the provision of services. Services will only be provided to students who have written parental/guardian consent.

f. Health District will be required to provide a copy of any third party contracts that are in place for the provision of the services described in this Agreement.

g. **Operating Schedule:** Contact CCSD Health Services Department prior to scheduling any events at CCSD sites for approval of type of event and site selection. Provide notice of events scheduled at schools to CCSD Health Services at least two weeks prior to the event.

h. **Facility Use Permit:** Complete a CCSD modified Facility Use Permit (CCF410) for each school where services are being provided, subject to 1(b) herein.

i. **Publicity:** Agrees to provide notice to the CCSD Health Services Department of any publicity taking place at, or referring to the services/operations within 24 hours of the event.

j. **Supplies:** Health District is responsible for obtaining and maintaining medical supplies for service.

k. **Data:** Provide an annual written report to CCSD detailing information such as types of services delivered and numbers of students and school sites impacted by July 31st of each year. The annual written report will be limited to statistical information, and will not contain protected health information or personally identifiable information.

l. **Maintain and evidence to CCSD, the following insurance coverages:**

i. Commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the State of Nevada, and shall respond in tort in accordance with NRS Chapter 41. Each party shall also maintain protection (insurance or self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply. It is acknowledged that Health District participates in the Clark County Liability Insurance Pool.

ii. Evidence of statutory workers compensation/employers liability in an amount no less than \$1,000,000.

m. Health District will supply insurance coverage verification once per year to: CCSD Health Services Department, Risk and Environmental Services Department, and the Business and Finance Division.

IV. CCSD AGREES TO:

a. Allow Health District to offer and provide health promotion/disease prevention services to targeted populations at CCSD schools. CCSD may recommend specific schools.

b. Distribute project materials including notices of service and consents to parents/legal guardians.

c. Provide a designated service delivery site at each school that has access to running water and space to accommodate portable equipment and a waiting area for recipients, as applicable.

d. Allow students to be released from school activities for an appropriate length of time when services are provided during the school day.

e. Assist Health District personnel in the development of a workable schedule to facilitate student access to services.

f. Not release any confidential information regarding service delivery, without prior written consent from the parent/legal guardian. To the extent any confidential information is shared between the Health District and CCSD, CCSD agrees to comply with the Family Educational Rights and Privacy Act (FERPA).

V. INDEMNITY

a. Each party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and, to the same degree, shall hold harmless and indemnify the other party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of negligence in the performance of this Agreement. Consistent with the above, each party shall, to the extent permitted by NRS Chapter 41, protect and defend the other party, its governing board, individual members thereof, and/or all employees and assume all costs, expenses and liabilities for negligence claims which the other party may be subjected as a result of any claim, demand, action, or cause of action arising out of the activities involving this Agreement.

b. The parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorney's fees.

VI. NON-DISCRIMINATION

CCSD, Health District, and all others who from time to time may use SCHOOL PROPERTY and facilities described herein with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on account of race, color, sex, sexual orientation, creed, national origin, age, or mental or physical ability, including, but not limited to, the providing of goods, services, facilities, privilege, advantages, and the holding and obtaining of employment.

VII. THIRD PARTY DISCLAIMER

This contract is made for the benefit of the parties to the contract, and not for any outside party.

VIII. ASSIGNMENT

Health District may not assign its contract responsibilities without CCSD's consent.

IX. SEVERABILITY OF TERMS

It is not the intent of the parties to violate any laws of the State of Nevada or of the United States. All parties agree that in the event any provision of the Agreement is held by legal opinion of the Nevada Attorney General's Office or by a court of competent jurisdiction to be in contravention of such laws, all parties will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect.

X. CONDITIONS OF TERMINATION

This Agreement shall be for a term of three (3) years from the date of execution unless the parties agree to an extension. The date of execution of this Agreement shall be the date on which the last signature required is placed hereon.

a. **Early Termination:** This Agreement may be terminated, without cause or penalty, by either Health District or CCSD immediately by written notice, certified mail, return receipt requested to the other party.

b. **Notices:** All legal notices required pursuant to this AGREEMENT shall be in writing. Any notice required to be given under the terms of this AGREEMENT shall be deemed to have been given when (i) received by party to whom it is directed by hand delivery or personal service, (ii) sent by U.S. mail via certified mail-return receipt requested at the following address:

Clark County School District
Health Services Department
3626. S. Pecos McLeod
Las Vegas, Nevada 89121
Attn: Lynn Row

Southern Nevada Health District
Director of Administration
P.O. Box 3902
Las Vegas, NV 89127
Attn: Andrew J. Glass

c. **Entire Agreement:** This Agreement together with any documents referred to herein sets forth the entire terms and conditions regarding services for health services between the parties hereto and supercedes all prior agreements, representations and understandings whether oral or written with respect to the services contemplated hereunder. No additions to or modifications or waivers of this Agreement shall be binding on either party unless reduced to writing and duly executed by or on behalf of the parties hereto.

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In Witness Whereof, the parties hereto have executed and delivered this Agreement on this ____ day of _____, 2015.

SOUTHERN NEVADA HEALTH DISTRICT

CLARK COUNTY SCHOOL DISTRICT

By: _____
Andrew J. Glass, FACHE, MS
Director of Administration

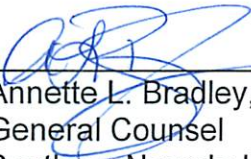
By: _____
Kim Wooden
Deputy Superintendent

Date

Date

Approved as to form:

Approved as to form:

By:  _____
Annette L. Bradley, Esq.
General Counsel
Southern Nevada Health District

By: _____
Carlos McDade, Esq.
General Counsel
Clark County School District

CLARK COUNTY SCHOOL DISTRICT REGULATION

R-3613

USE OF DISTRICT BUILDINGS, GROUNDS, AND EQUIPMENT BY NON-SCHOOL GROUPS

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I. General Guidelines

A. Primary Use

The primary use of all resources of the Clark County School District shall be for the support of the basic instructional program. Outside groups requesting use of District property should be directed by principals to city or county agencies that have facilities supported by non-school related taxes such as the Parks and Recreation Departments. If no facilities are available, District property may be used for community outreach and generation of additional revenue as long as the benefit exceeds all associated costs and all other sections of this regulation are followed.

B. Other Uses

All use of District property is subject to all sections of this regulation unless:

1. The use is for a program funded by the District with revenue/expenses accounted for by the District's Business and Finance Services Division.
2. The using group is organized for the sole purpose of improving the instruction or well being of the students attending the site being used (PTAs, Boosters Club, etc.)
3. The use is subject to interagency agreements between the District and other public agencies. Such agreements shall be subject to the requirements of Chapter 277 of the Nevada Revised Statutes and are subject to Sections II through VII of this regulation.
4. The outside group is a professional educational association who may utilize District facilities at no cost when activities include District administrative, teaching, or support staff; participants are not charged for attending; and when approved by the Deputy Superintendent of Instruction.

C. Indemnification

Any group, agency, or organization (group) using District property shall hold harmless and indemnify the District, the Board of School Trustees, the individual members thereof, and/or all District

employees for any and all losses, damages, harm, liability, cost, or expense, financial or otherwise, resulting or arising from, during, or as a result of any negligent or intentional action or inaction, error, and/or omission of its group members, agents, employees and/or volunteers in the use of a District facility or in their direction of District employees. In addition, the group, agency, or organization (group) shall defend the District, the Board of School Trustees, the individual members thereof, and/or all District employees and assume all costs, expenses, and liabilities of any nature to which the District may be subjected as a result of any claim, demand, action, or cause of action arising out of the use of a District facility by any group, agency, or organization (group).

D. Insurance Coverage

The group, agency, or organization (group) shall be responsible for maintaining insurance coverage in force for the life of the agreement. The insurance company(ies) must be licensed to write such insurance in the state of Nevada. The coverage required will be, at a minimum, General Liability Insurance including bodily injury, personal injury, and property damage with limits of at least \$1,000,000 per occurrence. Clark County School District, with the address of the Risk Management Department, must be named on the policy as an additional insured. The group, agency, or organization (group) must provide the principal with certificate(s) of insurance, verifying coverage, at the time of application. The insurance carrier shall give the District a thirty-(30) day written advance notice of any termination, expiration, and any and all changes in coverage. Deductible and self-insurance retention shall be declared in the certificate(s) of insurance. The liability insurance may be provided under primary policies or by a combination of primary and excess policies. The Risk Management Department will be the final authority in determining if insurance coverage is adequate.

If the expected attendance at an event exceeds 300 people, the local fire department must be added as an additional insured.

E. Supervision

There must be adequate adult supervision for all usage.

F. District Staff On Duty

A District custodian must be on duty at all times when a District building or utilities are required as part of the event. The principal may appoint another District employee to be responsible for the duties listed in Section XIII of this regulation, if no custodian is available. The principal will determine the number and qualifications of any additional District employees assigned to the event. All District employees must be compensated according to their negotiated labor agreement and paid through the District payroll system.

G. Receipt and/or Temporary Storage of Supplies and/or Equipment

If the use of a school facility by an outside group involves the receipt and/or temporary storage of supplies and/or equipment for the benefit of the group, this information must be included as part of the original application. The District will not accept responsibility for loss or damage to such items while stored at the facility.

H. Refreshments

An outside group may only serve refreshments as specified and approved in the application process.

I. Facilities Available

Facilities available for use at the principal's discretion include:

1. Gymnasiums
2. Auditoriums; and specialized theatres such as those at C. V. T. Gilbert, K. O. Knudson, and The Small Black Box at the Las Vegas Academy of International Studies, Performing and Visual Arts
3. Classrooms
4. Multi-purpose room
5. Cafeteria dining areas
6. Auxiliary gymnasiums
7. All other necessary supporting facilities such as locker rooms and lavatories
8. Media Centers
9. Great Rooms
10. Portables

II. Restrictions

- A. Gambling: Except as allowed by the applicable provisions of the Nevada Revised Statutes, no organization, public or private, shall be granted use of school properties, either sites or buildings, for any unauthorized gambling activity for personal gain.
- B. District facilities may not be used:
 - 1. To further any program or movement, the purpose of which is to accomplish the overthrow of the Government of the United States or any state by force, violence, or other unlawful means.
 - 2. For unlawful activities.
 - 3. In a manner which is disruptive or disorderly, or which would cause others to be disruptive or disorderly.
 - 4. For parties or celebrations that are essentially private in nature—this includes birthdays, anniversaries, wedding receptions, and other similar parties.
 - 5. For dormitory purposes by any outside groups.
 - 6. For non-Clark County School District activities involving public renditions of music as more specifically defined by Clark County Ordinance (Chapter 6.65, Section 6.65.020), which are staged by promoters, tour agents, producers, or other individuals or organizations where members of the public are admitted.
- C. No group can sub-rent or front for another group that will actually use District property except as otherwise authorized under District Regulation 3613.1.
- D. In no case shall the activity hours be scheduled or planned to extend beyond 11 p.m.
- E. There will be no smoking; no drinking of alcoholic beverages; and no possession, consumption, and/or distribution of drugs other than as prescribed by a physician.

F. The following activities are prohibited regardless of sponsorship:

1. High risk activities such as:
 - a. Carnivals (this prohibition is not intended to apply to non-professional carnivals put on by school-affiliated groups such as PTAs, PTOs, and PACs which provide insurance per Section I(D)
 - b. Circuses
 - c. Animal shows or similar traveling shows
 - d. Hot air balloons
 - e. Skydiving
 - f. Helicopter or any other aircraft involvement
 - g. Animal or motor-driven carts and trailers
 - h. Super slide or other inflatable apparatus
 - i. Jumpolines
 - j. Dunk tanks
 - k. Any apparatus that does not meet district standards
 - l. Any other activity that may, as determined by the principal or the Risk Management Department, jeopardize the health and safety of participants

The above list is not all-inclusive. For activities not specifically addressed within the regulation, the principal should consult with the Risk Management Department prior to approval.

2. Fireworks or other pyrotechnic displays, and other activities in violation of applicable fire codes.
3. Activities involving the use or discharge of weapons.
4. Activities likely to result in damage to District property.

G. An outside group may only use nonflammable decorations which are not permanently affixed to the facilities and which may be removed without damaging the facilities. The outside group is responsible for removing all decorations and signs after each use. Exterior signs larger than one (1) foot by one (1) foot are not allowed on the exterior of the District property.

H. Facilities not available for use include:

1. Boiler and mechanical equipment rooms
2. Plenum chambers
3. Tunnels
4. Maintenance and custodial areas

5. Kitchens and equipment related thereto except as provided in Section VI, (PTA kitchens may only be used by PTAs)
6. Roofs
7. All attic spaces
8. All warehouses and lesser storage facilities
9. Teacher lounges and workrooms
10. All offices
11. Swimming pools (District-owned)

- I. The use of any facility within the school that is not of a multi-use nature (shops, art rooms, music rooms, weight rooms, dance rooms, etc.) may be denied at the principal's discretion. The same policy will be followed in dealing with special equipment (See Section V).

III. Priorities

- A. Priority use of District facilities and grounds are as follows:

1. Any curricular and extracurricular program of the educational system as well as any program that is directly sponsored and/or affiliated with the educational system of an individual school.
2. Governmental/Community groups or agencies with leases or joint use agreements.
3. Type A group defined as a group that meets all of the following criteria:
 - a. Meets a community need.
 - b. Does not charge admission but may charge dues or other fees to cover actual costs not to exceed \$8 per student per meeting.
 - c. Does not sell goods or services at their meetings.
 - d. Does not restrict attendance to their event.
4. Type B group defined as all groups that do not meet all of the criteria in Section III, A, 3.

- B. Groups applying for the use of facilities should be aware of the possibility of cancellation when a conflicting need arises for use of

the facility for school activities and educational programs. The rescheduling of postponed school athletic events and practices will take precedence over all other non-District uses. The normal function of the athletic, intramural, or extracurricular program will not, under any circumstances, be curtailed or become a second priority to any other group.

Should a dispute ever arise between principals and groups in the scheduling of facilities for community use, the matter may be referred in writing to the region superintendent, for a determination in the matter.

IV. Use of Grounds

- A. All use of grounds is subject to all sections of this regulation with the one exception that a responsible District employee is not required to be on duty unless access to a building or use of utilities is required.
- B. A charge of one hour at the current rate of pay for Gardener II will be included in the total usage fee to reimburse the District for the cost of reprogramming irrigation systems, inspecting grounds used, and making minor repairs. Any additional costs are to be reported to the Accounting Department by the principal as soon as the additional costs have been determined.
- C. Permanent installations which alter any grounds or playing fields, such as outfield or sideline fences, dugouts, goals of all descriptions, irrigation systems, lighting systems, and storage and/or concession buildings are prohibited.
- D. Proposed installation of any equipment, layout of fields, or other changes in existing conditions must be included in the application for use. Approval for such use is subject to revocation at any time. Written applications for such installations must contain detailed plans, materials, designs, and locations.
- E. The installation of temporary fences and portable relocation buildings is subject to the discretion of the principal in consultation with the coordinator of physical education with the understanding that these fences and buildings are subject to removal at any time. Written applications for such installations must contain detailed plans, materials, designs, and locations.
- F. In the case of inclement weather, required maintenance, or required construction, the principal may deny the use of a playing field on any given date.

- G. Motor vehicles shall be parked only in designated areas.
 - H. Tables, chairs, and benches shall not be placed on the playing surface of tennis and multi-use courts if such placement will damage the playing surface. Heavy mechanical equipment shall not be brought on the grounds except on driveways and parking areas. Portable booths and equipment shall be removed immediately after the activity.
 - I. Groups may not dig holes or drive stakes that will damage the grounds. Only portable-type booths or equipment can be used.
 - J. Lines shall not be painted on tennis and multi-use courts or any other paved surface.
 - K. If concession stands are permitted, all products must be served in or on disposable containers. No glass containers of any type are permitted. Groups using the grounds must leave them as clean as they were found. All trash and litter must be properly disposed of in the dumpster located at each facility.
 - L. Exterior public address systems may not be used unless an authorized representative of the school is available to operate such equipment. In no event may the use of exterior public address systems violate local ordinances or codes.
- V. Use of Equipment
- A. All use of equipment is subject to all sections of this regulation.
 - B. In auditorium usage, only the following stage equipment may be provided: a speaker's stand or table, not more than fifty chairs, existing stage lights, backdrop, the front curtain, and piano (if one is available on the stage).
 - 1. Public address systems and audio/visual equipment may not be used unless the principal appoints an authorized District operator.
 - 2. District employees or the school stage crew cannot assist in changing scenery.
 - 3. Any alterations to electric service panels or electrical equipment are forbidden.

- C. Use of multi-purpose room, auditoriums, and gymnasiums may include only the normal complement of chairs. In no case shall seating exceed the posted maximum capacity.
- D. Pianos may be moved only with the principal's permission. Only professional piano movers whose services shall be arranged and paid for by the outside group may move heavy upright and grand pianos. At the conclusion of the activity, the piano must be returned to its original location.
- E. No school equipment other than as identified in this section shall be rented or loaned to outside organizations. No equipment will be rented or loaned to any organization for use outside of school buildings.

VI. Use of Kitchens

- A. Use of kitchen facilities in schools is subject to all sections of this regulation.
- B. Kitchen facilities may be used only by school-sponsored or affiliated groups. These groups may not use kitchen facilities for any fund raising activity unless the proceeds directly benefit the school.
- C. Requests for the use of school kitchen facilities shall be submitted to the school principal who will coordinate the request with the facility food service manager.
- D. The applicant shall provide all necessary information on a Use of Food Service Kitchen Facilities form, FS 177, available from the Food Service Department.
- E. The principal will forward the application to the Director of the Food Service Department at least 10 working days prior to the event.
- F. The representative of the organization using the kitchen must fully understand and agree to the terms of the contract.
- G. Each group shall be responsible for obtaining all necessary food and supplies for its activity. Food and supplies cannot be billed or charged to the District.
- H. Use of any equipment must be under the supervision of a qualified District food service employee. The provision also applies to any out-of-District catered event.

- I. The organization requesting the use of the kitchen and signing the request application is responsible for any damage to the kitchen or equipment and any missing supplies or small wares.
- J. The requesting organization is responsible for returning the kitchen to the state of cleanliness that meets District standards.
- K. The Director of the Food Service Department may determine periods of time when the kitchen facilities are closed and not available for use.
- L. Any out-of-District catering services hired to serve food must be approved by the Director of the Food Service Department. All provisions of this regulation apply to any out-of-District catering service.
- M. Upon approval of the request, the Director of the Food Service Department will return a copy of the application to the Accounting Department for complete billing and final approval.
- N. The District will pay all food service personnel at his/her prevailing hourly rate using an Authorization For Extra Pay (CCF-5).
- O. Food service personnel will not accept any payment or goods/services in lieu of payment from the outside group for any work required by this section related to the usage of District facilities or equipment.

VII. Use of Administration Buildings

- A. An outside group using administration buildings of the school system is subject to all policies and procedures in this regulation. In addition, the following procedures and modifications of procedures are applicable.
- B. Facilities available for use include:
 - 1. Conference rooms
 - 2. Auditoriums
 - 3. Multi-purpose rooms
 - 4. Cafeteria (Central Office)
- C. Facilities not available for use include:
 - 1. All offices
 - 2. All storage areas
 - 3. Work rooms
 - 4. Board conference room (Central Office)

VIII. Procedure for District Facility Use Permit (CCF-410)

- A. Application for the use of a District building and/or adjacent grounds or any portion thereof during the regular school year shall be made through the facility principal at least fifteen (15) working days prior to the date of the requested usage. Applications for multiple or extended uses (not to extend past the end of the fiscal year) shall be made through the facility principal at least sixty (60) working days prior to the date of the requested usage.
- B. At the time application is made, the District Facility Use Permit (CCF-410) should detail all pertinent facts regarding the program or function for which the use is intended including:
 - 1. A description of the activity, the facility, personnel, and the equipment requested.
 - 2. A letter of approval from the Director of Athletics if the event involves any type of sporting tournament.
 - 3. An original Certificate of Insurance as defined in Section I (D).
 - 4. A Permit for Assembly Occupancies from the local fire department if the number of expected attendees exceeds 300 at any one location.
- C. A group holding regular meetings throughout the year need file only one application at the beginning of each scheduling period. However, special events planned by such groups must be covered by a separate application. All use permits expire at the end of each fiscal year.
- D. If the application receives initial approval by the principal, the application and attachments shall be forwarded to the region superintendent for approval if the application meets any of the following criteria:
 - 1. The event will have more than 100 attendees.
 - 2. The length of the event will be more than 10 hours in a week.
 - 3. The event will be held at more than one site.

The principal then forwards the approved application to the Accounting Department at least 10 working days before the planned event for reimbursement fee calculation, master scheduling, and final approval.

- E. If the principal denies the application for use, the requesting group may apply to the appropriate region superintendent.
- F. If the region superintendent denies an application, the applicant may appeal to the superintendent.
- G. An application that is denied and is later approved by the region superintendent or the superintendent shall be returned to the principal and processed in the same manner as if the principal had approved the application.
- H. If the Accounting Department determines that all requirements are complete, a copy of the approved application shall be returned to the requesting organization, the principal, and the region superintendent. The approved application becomes the permit for the specific use and must be available at the site during the event. All permits to use District facilities expire at the conclusion of the scheduled event or activity for which the facility was requested.
- I. The outside group should be informed of any disapproval of the application immediately.
- J. District administration reserves the right to revoke any permit immediately if the need arises. Notice shall be given, in writing, to the group which filed the original request as soon as possible.

IX. Charges for Use of District Facilities

- A. The use of District facilities or other property by outside groups must not impose increased financial impact or unreasonable additional staff time on the District unless specifically approved by the superintendent or designee.
- B. Fees to reimburse the District will consist of six components:
 - 1. Direct labor required by use of District facilities
 - a. District employees required by the event will be paid by the District at the rate required by their contract for the length of the event plus any time required before or after an event.

b. Events during normal custodial hours will be charged ½ hour to cover the additional duties listed in Section XIII unless the outside group is a Type A group and meets all of the following:

- (1) Meetings are held at regular intervals during normal custodial work hours.
- (2) Meetings occur at least once a month.
- (3) The same area of the school is used for all meetings.
- (4) Meetings require no additional District resource.

2. Utilities and Maintenance

- a. These costs will be obtained from the schedule of costs and rates required in District Regulation 3221 (Sections VII and VIII) and updated as required.
- b. Only time beyond the normal operation of the school plus any startup or closing time will be charged to the outside group.

3. School Supplies

All groups will be charged \$2.00 per hour for each 100 attendees unless the group is a Type A group and meets all of the following criteria:

- a. All members other than adult leaders are current students of the Clark County School District.
- b. Meetings are held at regular intervals during normal custodial work hours.
- c. Meetings occur at least once a month.
- d. The same area of the school is used for all meetings.
- e. Meetings require no additional District resource.

4. School Wear and Tear

- a. Type A groups will be charged \$5.00 per hour for each 100 attendees unless the group meets all of the following:
 - (1) All members other than adult leaders are current students of the Clark County School District.
 - (2) Meetings are held at regular intervals during normal custodial work hours.
 - (3) Meetings occur at least once a month.
 - (4) The same area of the school is used for all meetings.
 - (5) Meetings require no additional District resource.

- b. Those groups meeting the above criteria will be charged \$10 per meeting unless the group has a written agreement with the principal of the school to be used to perform a community or school in-kind service or project. The written agreement should include:
 - (1) The time period covered by the contract not to exceed the end of the current school year.
 - (2) Description of the services or project to be completed in exchange of wear and tear fees.
 - (3) Notice provision to be used if the principal determines that the services or project fails to compensate the school for the wear and tear fees.

- c. All Type B groups will be charged \$25.00 per hour for each 100 attendees.

5. Other Expenses.

- a. Direct costs for school police, site administrators, or other District personnel or property requested by the using group or required by the principal or region

superintendent as a condition of the permit as detailed in the application.

- b. Non-employee costs will be reimbursed to the District at the District's cost.

6. Application Fee

- a. Type A groups will not be charged an application fee.
- b. Type B groups will be charged an application fee of \$25.00.

- C. The Budget Department will distribute to the Accounting Department, each region superintendent, and each school principal, a schedule of all direct and indirect costs required to complete the District Facility Use Permit (CCF-410). These costs will be included on the schedule of costs and rates required in District Regulation 3221 (VII and VIII) and updated as required.
- D. The Accounting Department will complete the portion of the District Facility Use Permit (CCF-410) detailing the estimated charges for the event. All charges from prior events as well as the estimate for the current event must be paid before the event can be scheduled.
- E. Any charges that exceed the estimate detailed on the District Facility Use Permit (CCF-410) will be billed within 30 days of the event or when the additional charges become known to the District. Refunds for over estimates will be made within the same time period.

X. Responsibilities of Group

- A. All time limits in this regulation should be considered as guidelines and it is the responsibility of the outside group to allow adequate time for processing use permits.
- B. Application for use of District facilities must be submitted on a District Facility Use Permit (CCF-410) with the Certificate of Insurance as required in Section I (D) attached. A responsible adult member of the outside group who agrees to properly supervise said use must sign this application. The responsible adult(s) (as listed on the application), must remain present at all times when the facility is in use, restrict the group to the area which has been authorized for use and make certain that all members of the group adhere to standards and guidelines. The approved

District Facility Use Permit (CCF-410) must be available for inspection by District personnel during the event.

- C. A Facility Use Fee Estimate form may be filled out by the principal to provide the outside group an estimate of the facility use fee. This estimate is for planning purposes and is not binding on the District. The Accounting Department will determine the actual facility use fee.
- D. The custodian or other District employees will not exercise any of the supervisory responsibilities required by this section. The duties of District employees will be determined by the Clark County School District and are not subject to change by the outside group.
- E. The outside group using the facilities must accept full responsibility for any damage to property related to the group's use. The outside group must leave areas in the same condition as the areas were found. If the outside group finds a condition that requires repair, it should be brought to the attention of a responsible District employee or the principal immediately. Failure to comply with this provision may result in additional charges and the disallowance of further use.
- F. Outside groups using the facilities must arrange for decorating in accordance with Section II (G), setting up, or other preparation for its activity without interfering with the school program. Removal of all decorations and setup shall be done immediately upon completion of the activity without interfering with the school program and the area shall be left in the condition it was found. The Accounting Department will charge all additional related expenses incurred by the District to the using group within thirty (30) days of the event.
- G. Outside groups that have an approved use permit must inform the principal at least 72 hours in advance of those occasions when it will not use the facilities. Outside groups must also report the termination of any program ending prior to the final date requested on the application. Groups that fail to give the 72 hours advance notification will be required to pay for any costs incurred by the District in anticipation of its usage.
- H. All fees must be paid to the Accounting Department before the event can be listed on the master schedule. Checks should be made payable to the Clark County School District. Principals and all other District employees are prohibited from collecting facility use fees from outside groups.

- I. Events not listed on the master schedule prepared by the Accounting Department will be considered to be unauthorized and subject to closure by the Police Services Department. The Maintenance Department will not process any HVAC requests for events for outside groups not listed on the master schedule.
 - J. All outside groups must willingly respond to District requests for cooperation.
 - K. Outside groups must have their own mailing address. Rented or leased mail drop locations are not acceptable.
- XI. Responsibilities of Principal
- A. The individual ultimately responsible for the use and care of all District facilities is the principal. In order to fulfill that responsibility, the principal decides initial approval or disapproval of each application for facility use, based on the description of the activity, the availability of the facilities requested, and the availability of qualified District employees who can supervise the facility during the activity and will accept the responsibility for duties listed in Section XIII of this regulation.
 - B. If initial approval is granted, the principal, or designee, must:
 - 1. Review the District's guidelines, requirements, and restrictions relating to district facility use with the responsible representative from the requesting group.
 - 2. Make certain that a qualified custodian will be on duty during the activity and clearly understands the responsibilities listed in Section XIII of this regulation. The principal must deny use or cancel use if a qualified custodian cannot be scheduled for the requested hours except as detailed in Section I (F) of this regulation.
 - 3. Send the District Facility Use Permit (CCF-410) and Certificate of Insurance, and approval letter from the Director of Athletics (if required), to the region superintendent for approval (if required), and then to the Accounting Department within 10 working days of the event. If the event requires the use of kitchen facilities as found in Section VI of this regulation, a copy of the District Facility Use Permit (CCF-410) must be sent to the Director of Food Service within 10 working days of the event.

4. After receiving a signed copy of the District Facility Use Permit (CCF-410) from the Accounting Department, send an on-line form, A/C Req-1, (Special A/C Request) to the Maintenance Department for the approved time period.
5. After the activity, the principal will inform the Accounting Department of any damages or additional cleaning required and insure that an Authorization for Extra Pay (CCF-5) is submitted to the Accounting Department for all District employees supplying labor or other services for the activity. The Authorization For Extra Pay (CCF-5) is to be coded to Unit 0059, Account 73285, Object 7952, and Fund 0100.

- C. If the principal determines that any group is misusing the facility over which he/she has responsibility, it is his/her duty to indicate that misuse to the sponsor so that, with the cooperation of the group, the misuse stops. The principal can terminate the use by the group. The group can appeal to the region superintendent, who shall investigate the complaint and determine whether the group in question should be allowed continued use of the facility or any other District facility.
- D. The principal will not accept any payment or goods/services in lieu of payment from the outside group for the usage of District property or any duties required by this section. All facility usage payments are to be submitted directly to the Accounting Department.
- E. The principal has the authority to handle any emergency situation not covered by this regulation.

XII. Responsibilities of Region Superintendent

- A. After receiving the District Facility Use Permit (CCF-410), Certificate of Insurance, and approval letter from Director of Athletics (if required), review the application, indicate approval or denial, and return the District Facility Use Permit (CCF-410) and attachments to the principal for submittal to the Accounting Department within 10 working days of the event.

XIII. Responsibilities of Custodian

- A. The custodian, as a District employee, must conduct himself/herself as a representative of the Clark County School District. His/her relations with an outside group will frequently determine its opinion of the District.

- B. The custodian should introduce himself/herself to the representative of the outside group. The facility should be inspected with the representative of the outside group before the activity. If a condition that requires repair is found, it should be noted on the District Facility Use Permit (CCF-410) before the event begins.
- C. The custodian is in the building to oversee the facility and its equipment; to report to the responsible adult of the group any violation of the conditions of use of the facility; and to provide light, heat, air conditioning, ventilation, and access to the areas that will be used.
- D. The custodian shall regularly inspect both inside and outside areas while the building is in use and if the custodian becomes aware of any violations or infractions, he/she should report these to the principal and a responsible representative of the outside group.
- E. The custodian shall allow use of a telephone in cases of emergency only.
- F. The custodian should be informed if deliveries are to be made and the custodian should be provided with an itemized list. The outside group using the facilities must have a representative present at the time of delivery to receive and store items in areas designated by the custodian. No custodian's time should be used in handling such deliveries (e.g., moving items from one area to another).
- G. The outside group should be assisted in any additional duties noted on the District Facility Use Permit (CCF-410).
- H. The custodian must remain onsite and accessible to the outside group during the event and will serve in no other capacity during the event.
- I. The custodian will not permit the outside group to wander throughout the building or use equipment or space not listed on the permit.
- J. The custodian will protect District property, the buildings, and its contents.
- K. At the conclusion of the activity, the custodian will inspect the facilities jointly with the responsible person of the outside group to ensure the facility has been left in the same condition as found.

Any damage or any additional cleaning services that occurred during the activity must be reported to the principal.

- L. After the outside group has left the building, the custodian is required to:
 - 1. Clean the areas impacted by use (restrooms, hallways, etc.)
 - 2. Turn off all lights in the area(s) used
 - 3. Check the mechanical equipment
 - 4. Secure the building by locking all doors
- M. The District will pay the custodian or other District employee responsible for the duties of this section of the regulation at his/her prevailing hourly rate using an Authorization for Extra Pay (CCF-5).
- N. The custodian will not accept any payment or goods/services in lieu of payment from the outside group for any work required by this section.

XIV. Responsibilities of Accounting Department

- A. The Accounting Department will calculate all fees required by this regulation using the current schedule of costs and rates maintained by the Budget Department and the information supplied on the District Facility Use Permit (CCF-410).
- B. The original copy of the District Facility Use Permit (CCF-410) and the Certificate of Insurance will be sent to the Risk Management Department within one working day of receipt from the principal.
- C. The Accounting Department will determine that all requirements of the use permit application are complete, and send signed copies to the outside group, the principal, and the region superintendent if the outside group has completed the following steps:
 - 1. Has received approval of the principal, Director of Athletics, and region superintendent, or superintendent if required by the event.
 - 2. Has paid all fees for the current event and any outstanding invoices.
 - 3. Has insurance coverage approved by the Risk Management Department.

- D. If any step above cannot be completed, the Accounting Department will inform the outside group, the principal, and the region superintendent as soon as possible.
- E. Each Wednesday, the Accounting Department will send to School Police Dispatch, the Maintenance Department, and each region superintendent an updated master schedule of all usage by outside groups scheduled for the next 30 days.
- F. Any additional usage fees for multiple uses not required for the first activity on the application shall be collected by the Accounting Department within 10 days of each usage. No events can be added to the master schedule unless all requirements in this regulation have been met.
- G. The District must pay all employees for their services. No District employee may be paid directly by an outside group or with school-generated funds. The Authorization For Extra Pay (CCF-5) received from the principal must be reconciled with the issued District Facility Use Permit (CCF-410) to ensure all fees have either been paid or billed. The Authorization For Extra Pay (CCF-5) is to be forwarded to the Payroll Section within 5 days of receipt.
- H. The Accounting Department will transfer all site wear/tear fees and 50 percent of all revenue received through leases or joint use agreements to the sites where the event occurred.

XV. Responsibilities of Police Services Department

- A. When required by the superintendent, region superintendent, or the principal, police supervision shall be provided and paid for by the outside group for the particular function or activity. This additional charge will be indicated on the District Facility Use Permit (CCF-410) either at the time of the initial approval or billed as an additional charge.
- B. If, during normal surveillance of District properties, the District police officer determines that District property is being used by an outside group that is not listed on the master schedule provided by the Accounting Department, the District police officer will do the following:
 - 1. Attempt to determine the identity of the District employee responsible for the outside activity. A report of the activity including facilities used, start and end times, and the responsible employee's name and work location is to be

forwarded to the region superintendent, principal, and the Accounting Department as soon as possible.

2. If no responsible District employee can be located, the outside group will be escorted off District property and the property will be properly secured as required in Clark County School District Regulation 4213 and the Police Services Department Procedures Manual.

- C. District police will not accept any payment or goods/services in lieu of payment from the outside group for any work required by this section.

XVI. Record of Facility Use

Principals shall keep an accurate record of all scheduled events including school activities and outside group activities for a period of five (5) years. The principal's copy of the final approved District Facility Use Permit (CCF-410) received from the Accounting Department will meet the requirement for outside activities.

The Risk Management Department will maintain the original District Facility Use Permit (CCF-410), Certificate of Insurance, and the approval letter from the Director of Athletics (if required).

Legal Reference:	NRS 393, School Property
Review Responsibility:	Finance and Operations Division
Adopted:	[1330:8/22/63]
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