



# Meskwaki Settlement School



## Success for All...Working Together

### USE OF MESKWAKI SETTLEMENT SCHOOL FACILITIES

#### BY TRIBAL ENTITIES OR PROGRAMS

Official Tribal entities or programs and Meskwaki Settlement School (MSS) related groups which promote cultural, educational, civic, community, or recreational activities involving tribal youth and their development may be allowed to use the Meskwaki Settlement School facilities (including athletic fields) subject to this policy and related rules and regulations. Use of school facilities by MSS related groups and activities shall have priority over other tribal entities or programs. As such, use of the school district facilities by other tribal entities or programs will be permitted only when the use does not occur during the education program or a school-related activity or event and the use is consistent with tribal, federal, and state law. Many factors are taken into consideration when making a determination whether to approve a request to use the school facilities and it shall be within the discretion of the School Board to allow for-profit tribal entities or programs or adult-oriented tribal program supported activities to use school facilities. School facility requests shall be considered by the School Board at a meeting of the School Board. At the meeting, the School Board shall determine whether the school facility requested is available and whether the application for use meets School Board policy and any administrative regulation. The School Board reserves the right to approve or deny use of the facilities to any entity or program requesting the use of the school facilities.

Tribal entities or programs that wish to use school facilities must apply by submitting a completed Request for Use of Building/Athletic Fields form and the Indemnity and Liability Insurance Agreement. Completed forms with all required signatures will be returned to the MSS Administrative Office four weeks prior to the event. The event must end prior to midnight on the date of the event.

Use of school district facilities by tribal entities will be supervised by a representative from the requesting tribal entity or program. The Director of the tribal entity or program will authorize the formal request and will designate a representative of the entity or program to be on-site at MSS on the date of the event. Custodial needs will be determined by the Facility Manager and any required fees will be paid prior to the event by the tribal entity or program upon approval of the facility usage. The Custodial fees will be delivered to the MSS Administrative Office.

The school reserves the right to require any entity or program requesting the use of the school's facilities to provide security for the event. If security is deemed to be required, such security must be present at all times during the event.

Tribal entities or programs that use school facilities, or equipment, must leave the facility, or equipment, in the same condition as it was prior to its use. Inappropriate use of school district facilities and equipment may result in additional fees charged to the entity or program. Failure to do so may result in the inability of the tribal entity or program to use MSS facilities in the future. Damages to any equipment or property belonging to MSS will be billed to the tribal entity or program for replacement. Upon notification of any inappropriate use, including but limited to, the any damages of MSS facilities or equipment, the Superintendent will contact the Director of the tribal entity or program that officially requested use of the MSS facility or equipment.

Individuals not affiliated with a tribal entity or program, or non-tribally supported entities cannot be considered for MSS facility usage due to insurance liabilities, building security requirements and administrative restrictions.

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

Initial	Order/Highlight Copy
	1. Administrator
	2. AD – check activities
	3. Facilities – set custodial
	4. IT – set doors
	5. AD Secretary – <b>Calendar/Copies</b>
	6. Requesting Party

REQUEST FOR USE OF BUILDING/ATHLETIC FIELDS

PLEASE WRITE LEGIBLY

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Tribal Entity/Program Requesting: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date/s to Be Used (list individual dates): \_\_\_\_\_

Hours: \_\_\_\_\_ Door Schedule: \_\_\_\_\_

The facilities will be used for: \_\_\_\_\_

FACILITIES TO BE USED

- Weight Room, High School Gym, Classroom #, Baseball/Softball Field, Cardio Room, High School Library, Elementary Library, Football Practice field, Wrestling Room, High School Conf. Room, Elementary Gym, Football Restrooms, Kitchen/Concessions, Commons (upper/lower), Football/Track, Baseball Restroom

WHO WILL BE ADMITTED

- School Staff/Students, Entity/program Members Only, General Public, Other

RULES, REGULATIONS, AND REQUIREMENTS

It is understood that the group using the building will adhere to the following regulations (Please initial each line to indicate you understand):

- Building usage is not approved until a signed copy is returned to the requesting Entity/program. Form must be completed at least 4 weeks before date to be used. School activities take precedence over all non-school activities. We reserve the right to cancel any non-school activities if a school activity should arise. A cancellation after the facility or equipment is made ready for the entity/program will be charged at the full rate. Cancellations made prior to that time will be charged a minimum cancellation fee or the costs incurred to the school in anticipation of the entity's use, whichever is greater. Smoking is prohibited in school facilities and on school grounds, including in private vehicles. Alcoholic beverages will not be brought to or consumed on school grounds. Absolutely no food or beverages in media centers, computer labs, or any computer area. There is absolutely no Internet access available. No food or beverages in the gym, except approved concession items. The Director of the tribal entity/program will authorize the formal request and will designate a representative of the entity or program to be on-site at MSS on the date of the event. A representative of the tribal entity/program must be present while the school facility is being used by a tribal entity or program and adequate supervision to prevent destruction of property must be provided. The school reserves the right to require any entity/program requesting the use of the school's facilities to provide security for the event. If security is deemed to be required, such security must be present at all times during the event. Tribal entities/programs are required to stay within the area of the school facility or site authorized by the school for use by the entity or program. Other school facilities, sites, or areas in the school building or equipment are off limits to the entity or program. After event, cleaning, including restoring the facility, site or equipment to the condition it was in prior to its use, will be done by employees assisted by a committee from the entity. The fee charged to the entity for the use of the facility, site, or equipment will include these costs. However, if excessive costs are involved in cleaning or otherwise restoring the facility, site, or equipment to the condition it was in prior to its use, the School Board reserves the right to charge the entity for these excessive costs. Custodial fee is \$ 20.00 per hour. Custodian determined by facility manager. If Administration closes the building for any reason, all activities will be canceled. It will be the responsibility of the requesting party to complete a new form to reschedule their event. Fee: \$25.00/hour for a minimum 2 hours. (Fee may be waived with special considerations)

I have read and initialed the above rules, regulations, and requirements for the use of the facility and understand what my responsibilities are. It is also my understanding that my failure to comply with the requirements may be cause for denial of Future requests for the use of facilities.

**TRIBAL ENTITY OR PROGRAM USE OF MESKWAKI SETTLEMENT SCHOOL DISTRICT FACILITIES & EQUIPMENT INDEMNITY  
AND LIABILITY INSURANCE AGREEMENT**

The undersigned, hereafter referred to as "entity," states that it will hold the Meskwaki Settlement School, hereafter referred to as "school," and the Sac & Fox Tribe of the Mississippi in Iowa, hereinafter referred to as "Tribe", harmless from any and all damages and claims that may arise by reason of any negligence on the part of the entity in the use of any facilities or equipment owned by the school or Tribe. In case any action is brought therefore against the school, Tribe, or any of its officers, employees or agents, the entity will assume full responsibility for the legal defense thereof, and upon its failure to do so on proper notice, the school reserves the right to defend such action and to charge all costs, including attorneys' fees, to the entity.

The school reserves the right to require any entity or program requesting the use of the school's facilities to provide proof of liability insurance as the school deems sufficient under the circumstances. If the school deems such liability insurance to be necessary, the entity agrees to furnish and maintain during the usage of the facilities or equipment owned by the school or Tribe such bodily injury and property damage liability insurance as will protect the entity, the school, and Tribe from claims or damages for personal injury, including accidental death, and from claims for property damages which may arise from the entity's use of the school's facilities or equipment whether such operations be by the entity or by anyone directly or indirectly employed by the entity. The entity will furnish the school with a certificate of insurance acceptable to the school's insurance carrier before the contract is issued.

Nothing contained herein shall be considered a waiver of the Sac & Fox Tribe of the Mississippi in Iowa's sovereign immunity.

\_\_\_\_\_  
(Tribal Entity or Program)

By \_\_\_\_\_

Title \_\_\_\_\_

Address of Entity/Program or Representative above:  
\_\_\_\_\_  
\_\_\_\_\_

Meskwaki Settlement School

By \_\_\_\_\_  
Superintendent

By \_\_\_\_\_  
Secretary

Dated at \_\_\_\_\_

Iowa, this \_\_\_\_\_ day of \_\_\_\_\_