

Adopted: March 17, 2008

Revised: July 27, 2015

902 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment and to recognize that all school district facilities, both indoor and outdoor, belong to school district residents and to further encourage the responsible use of school district facilities by individuals or groups.

II. GENERAL STATEMENT OF POLICY

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgement, that use will not interfere with use for school purposes. "District Facilities," as referred to in this document, will include all District owned facilities, buildings, grounds, parking lots, athletic fields and vehicles.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

- A. The school district administration shall be charged with the process of scheduling rooms and special areas for Community Education classes and activities planned to be offered during each session.
- B. Procedures for providing publicity, registration and collection of fees shall be the responsibility of the school district administration.
- C. Registration fees may be structured to include a pro-rated portion of costs for custodial services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

- A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate. All Howard Lake-Waverly-Winsted Public Schools policies, local and state ordinances, laws and fire codes pertaining to the use of public buildings and facilities must be observed by all individuals/organizations using district facilities.
- B. The HLWW Public Schools Community Education Department has been designated by the Superintendent and School Board to manage the use of school facilities. Consideration for use of facilities is provided equally to all. The school district does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, sexual orientation, age, disability or status with regard to public assistance.
- C. The school board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial and supervisory service if deemed necessary. It may also require a deposit of surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule and payment procedure shall be presented for review and approval by the school board.
- D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.
- E. The use of school district facilities must be in the public interest. The School Board reserves the final right to deny the use of district facilities when activities are deemed contrary to the purpose of school district policies or public good.
- F. Community use of facilities under this policy does not imply school district sponsorship or endorsement of the activity, groups or organizations, nor the purposes they may represent.
- G. Long-term leases of school district facilities and certain on-going facility uses that occur on a regular basis may be assessed alternative fees as deemed appropriate by school district personnel.

H. A fee schedule is established to offset costs incurred by the School District in the form of depreciation, utility costs, maintenance and scheduling.

V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized and the manner by which it may be scheduled to use and any changes to be made relating thereto. Upon approval of the school board, such procedure shall be an addendum to this policy. Equipment that is available for community use, must remain on HLWW Public Schools property at all times, unless special permission has been granted for transport and off-site usage by the Superintendent or Director of Community Education.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance is required by the school district to ensure payment for these damages and any liability for injuries for all Category 2, 3, & 4 individuals and groups.

Application Process

All use of District facilities before and after the normal school day, weekends, vacations and holidays is scheduled through the HLWW Public Schools Community Education office.

1. Obtain a Facility Use Application by calling the Community Education office 320-543-4670 or stop by the Community Education office at 8700 County Road 6 SW, Howard Lake, MN 55349. Applications are also available at the Community Education Office, and on-line on the HLWW Public Schools website at <http://www.hlww.k12.mn.us> (click on Community Education).
2. Community Education must receive your completed Facility Use Application at least ten (10) business days before your requested date of use.
3. Your total payment is due immediately and must be received with your certificate of insurance (if required) and signed rental agreement. User groups will be billed for any additional District 2687 staff time etc. (if necessary) after your event.
4. District equipment (i.e. audiovisual, sound, tables and chairs etc.), as well as setup times and needs must be requested on the application.
5. Upon receipt of the signed Facility Use Application, the district Facility Scheduler will verify space availability.
6. The Facility Scheduler will arrange for custodial services and/or building supervision if use of the facility occurs at a time when custodians are not on duty, additional services are needed, and/or the nature of the activity dictates such staffing. Food Service personnel will be required if the use includes a school kitchen or concession stand. Staffing costs are the responsibility of the user and are due prior to the event.

Insurance and Liability

HLWW Public Schools assumes no responsibility for liability for damage, loss, or personal injury resulting from use of district facilities. The Certificate of Liability Insurance naming I.S.D.2687, Howard Lake-Waverly-Winsted District 2687 Public Schools as an additional insured must be on file in the District Administrative Office prior to your event. Mail certificates to: Community Education District 2687, P.O. Box 708, Howard Lake, MN 55349.

The applicant and/or organization agrees to assume all responsibility for damage or liability of any kind and further agrees to hold harmless HLWW Public Schools for any liability and/or expense occurring as a result of the use of the school facilities under the agreement. The Board of Education requires the applicant

and/or organization to furnish a Certificate of Liability Insurance in the amount of \$1,000,000/occurrence and \$1,000,000/aggregate which names HLWW Public Schools as the additional insured.

- Certificates of Insurance or an endorsement of liability are required for large groups, groups serving food, athletic events not sponsored by HLWW Public Schools and any other event for which the district or its agent deem it necessary.
- The individual named on the permit, and the group in whose name the permit is issued, are jointly required to assume full responsibility for personal injury to any participants or spectators. Each youth organization must complete a waiver form (to be signed by all players, parents and coaches) waiving the School District's responsibility for any injuries incurred while participating in their sport on HLWW Public School's grounds or in HLWW Public School buildings (see Appendix A).

Cancellations

The facility scheduler must be notified in writing of the group's intent to cancel at least five (5) business days prior to the scheduled use date. In the event of a cancellation, your total amount paid, LESS a cancellation fee of 20%, will be refunded. If less than five (5) business days notice is given of cancellation, facility rental fees and/or staff fees will not be refunded.

Rules and Guidelines for Use

These rules and regulations exist to protect the public's investment in HLWW Public School facilities. All groups using the buildings/grounds must observe the following rules. The Facility Use Application must be signed by an adult (age 21 or older) who is responsible for the organization. By signing the rental agreement the user group agrees to abide by all of the rules and guidelines listed in this document.

1. Gambling, alcohol, smoking and tobacco use or the possession of weapons, intoxicants and illegal chemicals in school district buildings or on school property, including school parking lots, is prohibited.
2. When inclement weather or physical problems require school closings, the buildings will be closed for community use during the day, after school or in the evening as well. An official announcement will be made on radio and television stations. All attempts will be made to reschedule events that are cancelled and alternate dates will be offered. If an event is not able to be rescheduled, a refund will be issued.
3. Competent adult supervision (21 years or older) must be provided by the group during the entire use. The group supervisor(s) will be held responsible for compliance of rules, general behavior and safety of group members.
4. Custodian fees are charged on an hourly basis, if there is no custodian on duty during the reservation time and one is necessary; and/or if the event requires services beyond normal custodial duties.
5. Use is limited to those areas of the building that are specifically approved and includes the nearest drinking fountain and lavatories.
6. Equipment brought in and its manner of use is subject to approval by school district personnel and must be approved prior to your event. School equipment may be used if advance arrangements have been made with the Facility Scheduler. Charges for staff time and/or equipment use may be assessed, depending on the type of equipment and the extent of set-up and/or take-down needed.
7. All users must return the areas used to their original order/condition. Additional custodial costs for special set-ups or necessary clean up to prepare the facility for the regular school program will be assessed.
8. Classroom materials and information on bulletin boards, whiteboards will not be disturbed or erased. Classroom supplies will not be used. Teacher's and student's desks will not be disturbed.

9. The applicant is liable for personal injury and any property damage done to district facilities or property and will be assessed replacement or repair fees.
10. Groups must furnish their own first aid kit. The school district has Automated External Defibrillators located near the Middle School Activity Center gym entrance and in the Middle School commons, in the High School commons, in the front hallway near the office/gym at Winsted Elementary, at Humphrey Elementary School near the entry, and at the HLWW Education Center near the gymnasium.
11. If food and/or drink are to be served, this must be indicated on the Facility Use Application and will be permitted only in designated areas.
12. School District buildings are latex restricted sites. No balloons or other latex products are permitted.
13. Helium tanks are not permitted on school district property and buildings
14. The school district is not responsible for the loss or theft of any personal items by individuals or groups using its facilities.
15. After 30 days, any unpaid fees will incur a \$25 per month late fee.
16. Groups who have an outstanding bill will not be allowed to make another reservation until all past due fees are paid in full.
17. Printed promotional materials and media announcements for non-school sponsored activities/events must include the following disclaimer: **“This activity/event is NOT sponsored by HLWW Public Schools - District 2687”** and must clearly identify the name and contact information of the sponsoring group.
18. Printed promotional materials must be submitted to the facility scheduler before posting or distribution in order to receive approval by HLWW Public Schools Community Education Director.

Use of Kitchen Facilities

If using a kitchen, a minimum of one school district food service employee is required to be on duty and an additional hourly fee will be charged in addition to all facility charges.

Groups that use a school kitchen must do so under the supervision of an employee designated by the Food Service Director and must purchase food from approved sources. When external licensed caterers are used, the safety of food purchased is the responsibility of the caterer and the party responsible for serving the food. Proof of liability insurance may be required.

No home-prepared food shall be brought into any of the food service kitchens or concession stand for any reason.

Home Prepared Food

A fee will not be charged for donated or potluck food. Custodian costs may be incurred.

Scheduling Timeline for Facility Reservations

1. May 1st – Category 1 may begin scheduling for the next school year.
2. July 1st – Category 2 may begin scheduling for the next school year.
3. August 1st – Categories 3 and 4 may begin scheduling for the next school year; taken on a first-come, first-served basis.

Scheduling Priorities and Categories:

Applications for the use of facilities will be processed and scheduled in the following order.

CATEGORY 1

- HLWW Public School sponsored activities refers to all K-12 programs, co-curricular activities and Community Education programs. School sponsored groups will not be assessed rental fees but may be billed for staffing and additional operating expenses for an event.

CATEGORY 2

- Non-profit community groups or organizations based within the school district and comprised of a majority of district residents unless sponsoring a fundraising activity (i.e. political functions, youth athletic associations, scouts and faith-based organizations for social or recreational use). Youth athletic associations will be offered the use of facilities for a set number of practices (2 per week; per team), games, and tournaments.

CATEGORY 3

- Non-profit groups or organizations with less than the majority of the participants from District 2687.
- Non-profit groups or organizations not headquartered in District 2687.
- Colleges and universities and non-profit educational organizations.
- Non-profit organizations and faith-based organizations based in District 2687 that use the facilities for religious instruction, fundraising activities, collecting offerings or charging an admission fee.

CATEGORY 4

- Individuals, for profit groups, organizations, private agencies or companies that use the facilities for commercial purposes or personal profit.

FEE SCHEDULE

All fees subject to change

	FACILITY CATEGORY	2	3	4
PERMIT FEE		\$5	\$10	\$15
ALL BUILDINGS –full hours will be billed, no partial hours				
Regular Classroom		no fee	\$10/hr	\$20/hr
Specialty Classroom, FACS, and Multipurpose Rooms		no fee	\$20/hr	\$40/hr
Resource/Media Center		no fee	\$30/hr	\$60/hr
Computer Lab (staffing may be required)		no fee	\$20/hr	\$40/hr
Cafeteria		no fee	\$20/hr	\$60/hr
Kitchen (staffing may be required)		\$10/hr.	\$50/hr	\$100/hr
Gymnasium (per court)		no fee	\$30/hr	\$60/hr
Commons		no fee	\$20/hr	\$40/hr
Auditorium				
1. Rehearsals/Meetings		no fee	\$15/hr	\$60/hr.
2. Performance without admission charged		no fee	\$15/hr	\$80/hr
3. Performance with admission charged		no fee	\$25/hr	\$100/hr

OUTDOOR FIELDS

Baseball/Softball Fields, per field	no fee	\$20/hr.	\$40/hr.
Track	Fees to be determined based on the event		
Football Field/Stadium/Field lights	Fees to be determined based on the event		

EQUIPMENT FEES: (Per Use)

- Studio Piano \$50
- Baby Grand Piano \$150, plus Piano Tuning – At actual cost
- Sound Board \$50 (Plus District staffing if required)
- Light Board \$15 (Plus District staffing if required)
- Microphone \$5/each (Plus District staffing if required)

Spot Light \$10
LCD Projector \$25
DVD/VCR/Monitor \$15
Garbage Removal – At actual cost

STAFF TIME – staff time will be determined by the Community Ed Director based upon number of hours requested and/or cleaning and the hourly rate is set each year by the Community Ed Director and Superintendent based on wages.

Custodial – if required for event (food served or public attendance) – Additional fee may be assessed for garbage removal and snow removal
Kitchen Staff – if use of kitchen is needed for event
Supervision – if required for event (public attendance and/or charging admission)

CONCESSION STAND – A \$50 deposit will be required per use of the concession stand by Category 2 users. If the concession stand is returned in the condition it was found (clean, no damage), the \$50 deposit will be returned, minus \$15 for the usage per day. For Category 3 & 4 users, the \$50 per day is a usage fee and will not be returned.

SCHEDULES/TIMES – All events scheduled through Community Ed will begin at 6:00 p.m. on Monday through Friday, unless otherwise approved through the Community Education Director.

FAMILY NIGHT – There will be no youth sports practices or games scheduled in HLWW Gymnasiums, HLWW Auditoriums, or on HLWW Baseball/Softball fields on Wednesday nights during the school year. Adult Community Education classes and athletic practices/events/games, may be scheduled.

KEYS/SWIPE CARDS – Keys and swipe cards will be issued for a refundable deposit of \$25 if access to the facility is not provided. Keys and swipe cards that are not returned will be deactivated and the deposit will not be refunded. In most instances, a key or swipe card may not be needed due to supervision of the facility.

GYMNASIUMS/WRESTLING ROOM/BALL FIELDS – No group shall be able to schedule the use of these locations for more than two (2) times a week for practices, until all other teams have been scheduled or given the opportunity.

OPEN-GYMS – HLWW will publish an open-gym schedule for Sunday nights during the school year (2 hours). Anyone interested in attending the open-gym must meet certain criteria. A list of open-gym rules and the criteria are published separately and reviewed each year by the Community Ed Director and Activities Director.



HLWW Public Schools Waiver Form

We, the undersigned, release HLWW Public Schools from all responsibility and liability for any injury, damage, inconvenience, or harmful action, taking place at school district buildings or on school district grounds as a part of any association with or participation with, the undersigned organization. HLWW Public Schools assume no responsibility or liability for injury, damage, inconvenience or harmful action occurring at practices, games or hosted tournament(s) for the undersigned organization. All participants are expected to have appropriate health insurance.

TEAM NAME _____

HEAD COACH'S NAME _____ ADDRESS _____ PHONE _____

HEAD COACH'S SIGNATURE _____

Additional Coach's Signature _____

1. Player Name _____ Address _____
Phone _____ Player Signature _____
Parent Signature _____

2. Player Name _____ Address _____
Phone _____ Player Signature _____
Parent Signature _____

3. Player Name _____ Address _____
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11. Player Name _____ Address _____
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Parent Signature _____

12. Player Name _____ Address _____
Phone _____ Player Signature _____
Parent Signature _____