

902 USE OF SCHOOL DISTRICT FACILITIES & EQUIPMENT

HOWARD LAKE - WAVERLY-WINSTED FACILITY USE POLICY & PROCEDURES

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 judgment, that use will not interfere with use of 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

The school district administration shall be charged with the process of scheduling space for Community Education opportunities throughout the year

- A. Procedures for providing publicity, registration and collection shall be the responsibility of the school district administration.
- B. Registration fees may be structured to cover all costs including staff/instructors supporting the opportunity.

IV. GENERAL COMMUNITY USE OF EQUIPMENT

- 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 HLWW policies, local and state ordinances, laws and fire code 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. **Refer to HLWW Policy 102 Equal Educational Opportunity**
- C. The school board may require a rental fee for the use of school facilities. Such fee may include the cost of the 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 space.

- E. 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
- F. Printed promotional materials and media announcements for non-school sponsored activities/events must include the disclaimer and information: This activity/event is **NOT** sponsored by Howard Lake Waverly Winsted Public Schools and **clearly identify the name and contact information of the sponsoring group.**
- G. 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. **HLWW Policy 418 Drug-Free Workplace/Drug-Free School.**
- H. 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.
- I. 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 must remain on HLWW Public School 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.

VII. APPLICATION PROCESS

All use of District facilities, which are non-district activities, before and after the normal school day, weekends, vacations, and holidays is scheduled through the HLWW Public Schools Community Education Office.

1. The Facility Use Contract Application is included on the district's website- www.hlww.k12.mn.us, under the Community Education tab, or can be picked up at the Community Education Office located in the HLWW Middle School 8700 Co Rd 6 SW Howard Lake, MN 55349

2. The Community Education Office must receive the completed application at least ten (10) business days prior the request date of use. Upon receipt of the signed application, the Community Education Office will verify space availability and send out a preliminary rental agreement.
3. Any rental of district equipment (i.e. audiovisual, sound, tables, and chairs, etc.) must be requested on the application.
4. Community Education Staff will determine if additional fees are required for the contract. Examples of additional costs may be event staffing, equipment and/or concessions fees. All extra costs will be determined prior to the event. Any district employees must be paid through the district payroll.
5. All fees are listed in the Facility Use Contract Application. Fees are due upon completion of the Facility Use Contract Application. An invoice will be sent. Any delinquency of payment will be handled with the district collection protocols. The organization will be responsible for all collections and legal fees associated with the account. Organizations with an outstanding balance will not be allowed to make another reservation until all past due fees are paid in full.

DENIAL OF ACCESS

Facility use may be refused or canceled due to the following reasons:

1. The planned activity, in the judgment of District 2687, may be in any way prejudicial to the best interests of the schools or the educational systems.
2. District 2687, may modify, deny, cancel, or revoke any or all facility use applications at any time.
3. Non-payment of fees for current or previous events.
4. Misrepresentation of the user, the nature of the group or its activities, or the number of participants in order to avoid fees, charges or other use policies.
5. A history of the group and/or individual of being uncooperative or disrespectful to the district staff or other facility users
6. Non-compliance of District Facility Use Policy by users, including internal staff, may result in users being asked to leave the facility and may result in denial of future access.
7. History of failure to comply with District policy regarding scheduling of facility use

INSURANCE AND LIABILITY

A Certificate of Liability Insurance is required for all Facility Use Contracts and must accompany the Facility Use Contract Application. **The Certificate of Liability Insurance must be in the amount of \$1,000,000/occurrence and \$3,000,000/aggregate which names Howard Lake-Waverly-Winsted Public School District as an additional insured.**

The organization agrees to assume all responsibility for damage or liability of any kind and further agrees to hold harmless HLWW from any liability and /or expense occurring as a result of the use of the school facilities. HLWW is not responsible for the loss or theft of any personal property by individuals or groups using its facilities. The group or individual (private party) named on the contract, are required to assume full responsibility for personal injury to any participants or spectators. Damage done to district facilities

or property and will be assessed replacement or repair fees. Groups must furnish their own first aid kit. AEDs are located in each facility. A deposit fee may be required at time of rental.

CANCELLATIONS

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

Category 2 renters with multiple dates/times scheduled will be given leniency in this previously mentioned fee. If it becomes necessary to implement due to habitual changes by a group, they will be notified of the implementation. We do ask the group to let Community Education know as soon as possible, so it would allow another group access to the space, and modification of staffing if applicable.

WEATHER RELATED CANCELLATION PROCEDURES FOR OUTSIDE FACILITIES

Groups may use District fields under the direction of the Activities, Grounds, and Community Education Departments.

1. All outside activities will be canceled due to inclement weather and/or poor field conditions. Groups will work together with Staff to determine if cancellation is necessary.
2. Groups will not be charged for canceled events but penalties could be applied if the rules are not followed. Groups shall check with the Community Education Office if there are concerns about weather related cancellations.

VIII. RULES AND GUIDELINES FOR USE

These rules and regulations exist to protect the public's investment in HLWW Public School facilities. The Facility Use Contract Application must be signed by an adult (age 21 & older) who is responsible for the organization. By signing the Facility Use Contract Application, the user group agrees to abide by all of the rules and guidelines listed in this document.

GENERAL PERMIT HOLDER RESPONSIBILITIES

1. Facility Use Contract Application is not transferable. New contracts can not be entered into if there is an outstanding balance from a previous application.
2. Competent adult supervision (21 years or older) must be provided by the group during the entire use. Event management includes but is not limited to event supervision, parking, ticket sellers and takers, ushers, some set up arrangements, general clean up (post event) etc. In general, event management will be the responsibility of the contracted organization. In some instances, the district may elect to require a building supervisor. The organization will be assessed the associated fee. If the application is for an event, all aspects of the event are the responsibility of the organization's primary or designated contact.
3. 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.

4. Long term leases of school district facilities and certain ongoing facility uses that occur on a regular basis may be assessed alternative fees as deemed appropriate by the Community Education Department.
5. Permit holders with ongoing or continuous use contracts are eligible to receive a key and/or scan card with limited access to HLWW facilities they have requested. Scan Cards will be issued to the eligible permit holders and held responsible for ensuring facilities users are upholding all policies and procedures. **Cards and /or keys must be returned to the Community Education Office at the end of your permitted use of the facility for the season/year.**
 - a. **A service charge will be assessed if keys are not returned within 30 days of the end of the event**
 - b. **User group can share scan cards/keys to different coaches if needed, if multiple different practices are taking place in the same location.**
 - c. **KEYS CAN NOT BE SHARED BETWEEN USER GROUPS. If this is found out, Scan cards/keys will be called back in and we will need to develop an alternative plan/location for the group to use.**
6. 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.
7. HLWW buildings are available for usage each day from 6:30 am - 10:30 pm subject to availability and HLWW's need to use the facilities. Facility use during the summer will be dependent on the maintenance schedule and school activities. Sometimes later building usage time is needed, an additional fee may be negotiated.
8. Use is limited to those areas of the building that are specifically approved and includes the nearest drinking fountain and restrooms.
9. Gambling, alcohol, smoking and tobacco use or possession of weapons, intoxicants and illegal chemicals in school district buildings or on school property, including school parking lots, is prohibited.
10. 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 advanced arrangements have been made with the Facility Scheduler. Charges for staff time and/or equipment used may be assessed depending on the type of equipment and the extent of set/up takedown as needed. See Rental Rates
11. Groups must furnish their own first aid equipment. Ice will be available at the high school/ middle school location. Connect with the building attendant to access. The school district has Automated External Defibrillators located:
 - i. Near the Activities Center Entrance
 - ii. Middle School Commons

- iii. High School Commons
- iv. Winsted Elementary Gym
- v. Winsted Elementary by the Office
- vi. Humphrey Elementary near the main entrance
- vii. MAWSECO- Hallway by Humphrey Hall
- viii. Additional AED's are located in most of the facilities in other spaces

12. The permit holder is solely responsible for arranging for and paying for performance rights, licensing fees, and other applicable fees associated with their production. The organization must enforce any restrictions on recording, broadcasting, televising, or photographing their production as outlined in relevant contractual agreements. The organization must inform the audience and the HLWW school district of such restrictions.
13. Printed promotional materials and media announcements for non-school sponsored activities and 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 organization. Printed promotional materials must be submitted to the Community Education Office before posting or distribution in order to receive approval.
14. If renting the Laker Theater, a lights, and/or a sound technician will be billed with the rental fee. When requesting the use of the Laker Theater, please let us know your light, sound and audio visual equipment needs so technicians have a base to go from to determine staffing.
15. Based on availability, the band room may be used if needed to accommodate performers for an event. Standard usage of the band room includes the chairs and music stands only. The band room must be put back exactly how you found it. The music practice rooms are not available for use.
16. District owned instruments (percussion, etc.) may be available only by special arrangement and a fee will be assessed for their usage.
17. Organizations or groups preparing for a play or musical performance may leave sets, props, and costumes overnight for a period of three weeks prior to a scheduled performance. If additional time is needed a storage fee may be assessed. At the end of each rehearsal, all props must be stored in a designated area. The stage must be struck within a day after the performance. Anything left behind will be disposed of by HLWW at the organization's expense. Organizations will be responsible for disposing of unused paint and other substances or a disposal cost will be deducted from the damage deposit. Only materials approved by HLWW may be used.
18. If the band and/or choir risers need to be cleared for a contract and reset after an event, a fee will be incurred by the organization.
19. Classroom materials and information on bulletin boards, whiteboards will not be disturbed or erased. Classroom supplies will not be used. Teacher's desk will not be disturbed. 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 regular school programs will be assessed.

20. When inclement weather or physical site programs require school closings, community education staff will connect with the primary contact identified on the Facility Use Contract Application. The primary contact will be tasked with informing the necessary individuals. Building closing will be posted on social media and websites. In the event of snow in the forecast, the organization will need to be in contact with the designated Community Education Staff to work out a plan for snow removal times. Parking lots and sidewalks will be cleaned to the best ability possible of the snow removal company and custodians based on the time and the amount of snow.
21. The Facility Use Contract is only for spaces listed within the contract agreement. All members of the groups must remain in the designated areas and respect the rights of other users that may be utilizing different areas within HLWW.
22. Banners and signage may be hung only while a group is present in a building and /or on a field, unless otherwise agreed upon with the district, or a planned capped user donation. Location and method of hanging banners and signage must be reviewed in advance. No adhesive tape may be placed on the carpet, doors, walls or curtains in the Laker Theater. Adhesive tape can only be used on stage and /or shell.
23. Vehicles are not permitted on the athletic fields unless pre-approved. Unauthorized use of bikes, motor vehicles, or animals are prohibited.
24. If food and or drink are being served, this must be indicated on the Facility Use Application and will be permitted only in designated areas. In the Laker Theater, plain Non-carbonated water is allowed on stage and backstage only. No candy or gum is allowed anywhere in the Laker Theater.
25. School District buildings are latex restricted sites. No balloons or other latex products are permitted.
26. Helium tanks are not permitted on school district property or buildings
27. The school district is not responsible for the loss or theft of any personal property
28. Any damage that is noticed prior to the beginning of the Facility Use Contract must be communicated to the Community Education Office.

MAWSECO SPECIFIC GUIDELINES

Due to the partnership with the Special Education Cooperative, there are specific limitations on the use of this facility.

1. All equipment brought into this site must be pre approved. Also, there needs to be a storage plan in place. Items can not be left out on the court during the weekdays.
2. Space can only be used when officially booked, the group is responsible for unlocking and locking facility. If individuals want to use the facility outside of the group's rental time, space needs to be booked as a category 4 user, with the individual's own liability insurance and payment.
3. Be very careful on which scantron system you scan. Exterior doors can not be propped open, due to silent alarm being engaged if doors are not allowed to close and doors are in the lock position.
4. Keys must be returned after your group's current rental agreement ends. Keys can not be held over year to year, or group to group. Keys need to be signed in, and if you are part of another rental group the key will be signed back out to you, due to liability purposes.

USE OF KITCHEN FACILITIES

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

Organizations must purchase food from an approved source. When external licensed caterers are used, the safety of food purchased is the responsibility of the caterer and the party responsible for serving food.

Proof of Liability insurance from the caterer may be required. No home-prepared food shall be brought in any food service kitchens or concession stands for any reason.

CONCESSIONS

- If your group will be selling concessions at an event, you will need to provide us with a MN Dept of Health License **UNLESS** you are working with HLWW Activities & their concession stand/products, or you must sell items that are pre-packaged and individually wrapped only.
- All food and beverage must be consumed and disposed of in appropriate areas. Food and beverages are not allowed in the Theater.

HOME PREPARED FOOD

A fee will not be charged for donated or potluck food. Custodian costs may be incurred if space is not cleaned after the event by the group.

IX. FACILITY RENTAL FEES & PRIORITIES

Most facilities are rented by the hour, some by the day. The only exception is for Category 2 organizations. **Category 2 organizations have the option to become a Capped User.** To become a Capped User, Category 2 organizations must complete the Capped User Request forms identifying the hours and capital improvement purchases prior to the end of the "season". Once the Capped User Request

is approved the organization will be invoiced accordingly and work with the Community Education Director and/or the Activities Director on Capital Improvement Purchases.

Purchases made towards capped user fees become the property of HLWW. If applicable, equipment will be able to be used by the school and the user groups. Capital Improvements/ Payments can not cover multiple years unless agreed upon of a larger notated amount.

SCHEDULING TIMELINE FOR FACILITY RESERVATIONS

SCHEDULING PRIORITIES

HLWW programs have priority for facility use at all times. Occasionally, non-school scheduled activities may conflict with events planned by a HLWW program (School or Community Ed). HLWW will make every effort to find an alternate facility for the non-district group.

Facility requests for Category 2 users need to have their completed contract application submitted to the Community Education Director by the identified deadline date. All sport associate contacts will be emailed in the late spring/early summer with information. Facility Use Contract Applications submitted after will be approved based on availability. Facility Use Contract applicants will be notified of their replacements. If the Facility Use Contract Applicants have a grievance with space that is granted, they can request a meeting with the Community Education Director, and other groups to discuss trading spaces.

Category 3 & 4 renters will be granted space for gym and field usage on a first come first basis. No facilities will be held without payment of deposit and receipt of Certificate of Liability.
date

APPROXIMATE SCHEDULING TIMELINE FOR FACILITY RESERVATIONS

- May 1st- Category 1 may begin scheduling for the next school year
- July 1st- Category 2 may begin scheduling for next school year (youth sport organizations follow information sent out from Community Education)
- August 1st- Category 3 & 4 may begin scheduling for the next school year; taken on a first-come, first-served basis.

CATEGORY 1

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

CATEGORY 2

Non-profit community groups or organizations based within the school district and composed of a majority of district residents unless sponsoring a fundraising event (political functions, youth athletic associations, scout and faith-based organizations for social & recreational use).

CATEGORY 3

- Non-profit groups or organizations with less than the majority of the participants from District 2687.
- Non-profit groups or organizations non headquartered in District 2687
- Colleges and universities and nonprofit 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 admissions fee.

CATEGORY 4

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

FEES CONSIST OF THREE COMPONENTS

1. **Facility Use Fees:** The cost per hour is based on the category a user group falls under
2. **Optional Extra and /or Service Fees:** Please see the fee schedule for the costs associated with use of various types of equipment, field preparation, and service fees.
3. **Optional Staffing Fees:** As noted above, Community Education will determine the need for additional staffing (for example, custodians, Theater supervisors, cooks, facilities supervisors, etc.) Estimated staffing charges will be identified in the application and applied to the invoice. Actual staffing costs are known after the event has occurred. The Organization will be billed for any additional staffing costs or refunded the difference if less than the estimated cost. Category user Organizations will be billed for all actual staff costs associated with the scheduled reservation at the completion of their event.