# I.S.D. #256 Red Wing Public School District



# FACILITY USE PROCEDURES AND FEE SCHEDULE

Revised: October 2016

## **District 256 School District Procedures**

## For information, contact:

Red Wing School District #256 - Community Education Red Wing High School 2451 Eagle Ridge Drive Red Wing, Minnesota 55066

> Fax: 651-385-4561 Phone: 651-385-4565

District #256 is tobacco and chemical free. Smoking and the use of tobacco, alcohol and controlled substances are prohibited on all School District property. Use or the possessions of weapons is strictly prohibited. This includes all school buildings, grounds, and in all school district vehicles.

### **District 256 Facility Procedures**

#### I. Philosophy

The Red Wing School Board recognizes that school facilities/property represent a highly valuable asset for the development and enrichment of both school and civic life of the Red Wing community. Cooperation is pledged by the School Board in the promotion of activities, which appear to be in the best interest of the School District and community. It must be realized that there are costs involved in the use of facilities; and therefore, the following procedure is intended to deal with the use and expense in a fair and consistent manner.

District 256 programs have priority for facility use at all times. Occasionally, non-school scheduled activities may conflict with events planned by a district program. If a conflict occurs, every effort will be made to find an alternate facility for the non-district group.

#### **II. Application Process / Fees:**

All use of District facilities before and after the normal school day, weekends, vacations and holidays is scheduled through the Red Wing Community Education Office. To apply:

- 1. Obtain a Facility Use Request by calling Community Education at 651-385-4565, or stop by the office at the Red Wing High School, 2451 Eagle Ridge Drive, Red Wing, MN 55066; or the form is available online at <a href="https://www.rwps.org">www.rwps.org</a> under the Community Education heading.
- 2. Community Education must receive the completed Facility Use Application at least ten (10) business days before requested date of use. Set-up times, district equipment and other needs must be requested at the time of application.
- 3. The Facilities Contract must be signed and returned to Community Education along with a Certificate of Insurance, if required, at least one week prior to the event. Failure to do so may result in the cancellation of the rental. Actual fees will be invoiced after the event.
- 4. Users shall provide Community Education with a count of participants and any other necessary information relative to the activity.
- 5. Staffing costs are the responsibility of the user and may be required in advance. Whenever a facility is used, and a school district custodian is not on regular duty, a Red Wing School District custodian shall be employed by Community Education and paid at user's expense, according to the existing schedule.
- **6.** Contract fees are estimated and will be adjusted after the event for actual time and staff. Whenever necessary, Red Wing School District food service personnel and trained audio/visual personnel shall be employed by Community Education and paid at user's expense, according to the existing schedule.
- 7. All fees are due 30 days after invoicing. The School District reserves the right to require partial or full payment at the time the contract is signed for groups with past due balances.

#### **III.** Insurance and Indemnification

The Certificate of Liability Insurance must be on file in the Community Education Office prior to the event. Mail Certificates to: Red Wing Community Education, 2451 Eagle Ridge Drive, Red Wing, MN 55066; or fax to 651-385-4561 / Attention Facilities Coordinator.

1. The applicant and/or organization/association renting District facilities agree to reimburse District 256 for all damages to the rented facilities and/or District 256's equipment resulting from the use of the applicant. The applicant will not be obligated to

reimburse the District for property damage resulting from lack of District 256 maintenance or normal wear and tear. The applicant and/or organization/association renting District facilities agree to release, indemnify and hold harmless District 256 from any and all claims, demands, suits, actions or liabilities resulting from injuries or death to any persons, or damage or loss of any property, arising from the use of the facility unless occasioned wholly by any willful or negligent act or omission of the District.

- 2. Certificates of Liability Insurance are required for groups of 25 or more, groups serving food, athletic events not sponsored by District 256 and any other event for which the district or its agent deems it necessary. The Board of Education requires these applicants and/or organizations/associations renting District 256 facilities to furnish a Certificate of Liability Insurance in the amount of \$1,000,000/occurrence and \$1,000,000/aggregate which names District 256 as an additional insured.
- 3. 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.

#### IV. General Statement of Procedure

- 1. All District 256 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. The Red Wing 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.
- 2. School district staff are viewed as community members after normal business hours and therefore are subject to the school board policies and facility use procedures and any fees that are associated. No staff member may assume they have access to any building and/or space for personal use without a signed Facilities Use Contract.
- 3. 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 for just cause or when activities are deemed contrary to the purpose of school district policies or public good.
- 4. Community use of facilities under this procedure does not imply school district sponsorship or endorsement of the activity, groups or organizations, nor the purposes they may represent.
- 5. 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 Red Wing Community Education.
- 6. Facility use may be limited due to maintenance.
- 7. Complaints about a user will be reported to the Community Education Department which will investigate and follow up as necessary. Violations of law will be reported to the proper authorities.

#### V. Rules and Guidelines for Use

These rules and regulations exist to protect the public's investment in District 256 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.

#### **General Permit Holder Responsibilities:**

- 1. Local/state ordinances and laws pertaining to the use of public buildings must be observed. Gambling, alcohol, smoking and tobacco use or the possession of weapons or look-alike weapons, intoxicants and illegal chemicals in school district buildings or on school property, including school parking lots, is prohibited, except as allowed under the provisions of the Red Wing Public School Board Policy 501.
- 2. Organizations that use the facilities on an on-going basis will designate one contact person and one alternate contact for the Community Education office. These two contact people will be the only people allowed to schedule facilities on behalf of the organization.
- 3. Facility Use Permits are not transferable.
- 4. Printed promotional materials and media announcements for non-school sponsored activities/events must include the following disclaimer: "This activity/event is NOT sponsored by District 256" and must clearly identify the name and contact information of the sponsoring group.
- 5. Unless otherwise arranged, scheduled use of school facilities is automatically canceled when schools are closed for severe weather and on school holidays. Other particular situations may warrant school closings. If in doubt, the user should call the Community Education office, 651-385-4565 or listen to radio stations KCUE (1250 AM), KWNG (106 FM), or television stations WCCO (channel 4), KSTP (channel 5), KARE 11 (channel 11).

### **Space Related Responsibilities**

- 1. Use is limited to those areas of the building that are specifically approved.
- 2. 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. A food permit is required for selling non-commercially packaged food items. You must comply with the MN Department of Health Rules and Regulations pertaining to concession stand sales. When a school kitchen is used, a food service employee must be present and paid at user's expense, according to the existing schedule.
- 3. School district facilities are not available to groups for wedding receptions or private dances.
- 4. 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. All school equipment may only be used on school district property.
- 5. 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.
- 6. Classroom materials and information on bulletin boards, white or blackboards will not be disturbed or erased. Classroom supplies will not be used. Teacher's desks will not be disturbed.
- 7. The use of fireworks and pyrotechnic special effects is governed by Uniform Fire Code Article 78 and applies to all school district buildings and properties.
- 8. Decorations must be fireproof. Putting materials of any kind on floors, walls or parts of the building requires permission.
- 9. Abuse of school facilities, failure to abide by the scheduled time, failure to pay billed fees within 30 days, or lack of courtesy to school personnel may be cause for denial or

- cancellation of future facility requests. Destroyed property or equipment must be replaced or repaired by the facility user.
- 10. In the event that one or more users are in a facility at the same time, each user will still be responsible for the fees specified on their individual permits.
- 11. Groups using district facilities must be in compliance with the Americans with Disabilities Act.
- 12. No users will be allowed to drive on any district fields without prior written permission. Vehicles are confined to streets and designated parking areas.
- 13. Building security requires all individuals to use designated entrances. Propping locked doors open or admitting access to the building through locked doors is strictly prohibited. Failure to observe security measures may result in the loss of future use of District facilities.

#### **Supervision Responsibilities:**

- 1. 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. The adult responsible for the activity must remain with the group the entire time that they are in the building and must not leave until he/she is certain that all members of his/her group are out of the building and picked up by parents/guardians.
- 2. Any children or siblings of program participants must be under direct supervision of a parent or guardian at all times.
- 3. Custodians shall supervise the facility, but not the rental group or its activities.
- 4. The district reserves the right to require an Event Supervisor for security and supervision for more than 50 people if deemed necessary by the Community Education Director. The cost of the supervision will be billed to the user.

#### **Risk Management:**

- 1. 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. A deposit fee may be required at time of rental.
- 2. Groups must furnish their own first aid kit. See page 6 of this procedure for location of Automated External Defibrillators (AED) in each building.
- 3. No parking in fire lanes is allowed. Access for emergency vehicles must be maintained at all times. Violators will be ticketed and/or towed.
- 4. Posted capacity limits must be observed at all times. Additional chairs, tables, etc. are not allowed to block hallways or entrances/exits in any way.
- 5. All groups using the swimming pool are required to have a certified lifeguard employed by or pre-approved by the School District. Copies of certification must be on file with Community Education.
- 6. The school district is not responsible for the loss or theft of any personal items by individuals or groups using its facilities.
- 7. No latex balloons or other latex products are permitted.

#### VI. Scheduling Priorities and Categories

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

#### **CATEGORY 1:**

• School District 256 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 after an event.
- Open meetings of tax supported agencies (i.e. meetings relating to the government, ISD #256, political caucus nights as defined by State statutes, public hearings, elections).

#### **CATEGORY 2:**

Non-profit groups – charitable group meetings, organized community services, citizens and civic groups (i.e., Jaycees, Rotary, Lions, VFW, American Legion, Kiwanis, Chamber of Commerce), Political party meetings and conventions (i.e., Republicans, Democrats, Independents), special interest groups, religious/church organizations, including church youth, YMCA, extension classes from colleges, adult and youth athletic/activity associations/organizations. Fee determined by schedule.

#### **CATEGORY 3:**

• For Profit – Commercial and business organizations. Fee determined by schedule.

Any potential renters or users not fitting any of the above classifications shall be given a rate determined by the Director of Community Education.

\*NOTE: Individual contracts will be written for groups who use the facilities on a consistent and long-term basis upon consultation with Community Education. Rate effective as of April, 2011 is 50% of the hourly rate for all in-door facilities except the ice arena.

**Cancellations:** Notice of cancellation must be received by the Facility Scheduler at least 2 business days prior to the event. In the event notification is not received, user may be billed up to 50% of the estimated fee for staffing costs and facility rental.

#### AUTOMATED EXTERNAL DEFIBRILLATORS (AED) - LOCATION IN BUILDING

RWHS---one outside principal's office and one above the gym outside of district office TBMS--- one outside principal's office and one outside girls' locker room, next to pool Sunnyside--- in the lobby by large gym Burnside ---in the lobby next to IMC Prairie Island Arena---in the lobby Colvill---next to the gym