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902 - RENTAL POLICY - BUILDINGS & FACILITIES

The Detroit Lakes Public Schools (DLPS) wishes to encourage the full use of the educational facilities, when they are not being used by students or staff, by making its facilities available to organizations, associations, and individuals of the community for civil, cultural, welfare or recreational events that are in the best interest of the school system.

The purpose of this policy is to define the use of DLPS facilities.

I. ADMINISTRATIVE RESPONSIBILITY

- A. The Supervisor of Operations or his/her designee shall approve scheduling of DLPS facilities and equipment. All requests for facility use must be submitted electronically or in hardcopy format.
- B. Facility/equipment usage should be scheduled one (1) week by DLPS employees or four (4) weeks by non- DLPS groups/individuals prior to the event, but not to exceed one calendar year in advance. The Supervisor of Operations or designee may alter the scheduling timeframe.
- C. Facility reservations will be assigned first come, first served. The only exception is DLPS sponsored events that come up and cannot be scheduled to another date, time or location. If this happens, the permit holder will be contacted immediately and offered to change to an alternate date, time or location. If an event is rescheduled, there will be no monetary reimbursement.
- D. A building may not be occupied by any group unless a qualified custodian is present. The head custodian of the building being used will be responsible for assigning a custodian to work during the scheduled event that is not held during the regularly scheduled hours of the custodial staff. The custodian on duty will supervise the operation of the physical plant and shall not be required to supervise groups or events. There will be no additional fee for custodial staff being present under either of the following conditions:
 - i. The event is held during the regularly scheduled hours of the custodial staff, and clean-up after the event did not result in the custodian accruing overtime.
 - ii. A DLPS employee has requested to be used in lieu of a custodian by signing the section on the *Facility Permit Request*, and the request has been approved by the Supervisor of Operations or designee.

II. USAGE/PERMIT PROCEDURE

- A. Prior to using District facilities, every non-DLPS group/organization and individual must complete the *Facility Permit Request* found on the last two pages of this policy and submit it to the Supervisor of Operations or designee. Facility/equipment usage should be scheduled one (1) week by DLPS employees or four (4) weeks by non- DLPS groups/individuals prior to the event, but not to exceed one calendar year in advance. The Supervisor of Operations or designee may alter the scheduling timeframe.
- B. The individual/organization making the request is responsible for all fees assessed for the event.
- C. Every permit request for the use of DLPS facilities shall state the general nature and purpose of the event. Permits will be issued only for the dates, hours, areas and equipment specified.

- D. A permit will not be granted for any use that in the judgment of DLPS administration may conflict with the mission of the DLPS or for which satisfactory sponsorship or adequate adult supervision is not provided.
- E. Once a permit is granted to an organization or individual, facilities shall be used strictly for the purpose for which the space was requested. Permit holders may not transfer or sublet the permit to another organization or individual; doing so nullifies an approved permit.
- F. DLPS administration may cancel a permit effective immediately, if, in its judgment, continuation would be potentially harmful, dangerous, or the program or participants' actions are not of a moral standard equivalent to that generally accepted by the community.
- G. All rentals of facilities will be coordinated with the building principal and/or the Activities Director in order to assure the availability of facilities requested.
 - i. Events are scheduled on a first-come-first-serve basis. However, DLPS events shall always have priority, and contracted rented facilities have priority over unscheduled DLPS staff use.
 - ii. All athletic camps/clinics are to be pre-approved by the Activities Director prior to submittal to the Supervisor of Operations for reserving facilities.
 - iii. Camps or clinics that are neither appropriately routed the process listed in subsection (ii) nor approved by the Activities Director are not construed to fall under the control of the School Board, and therefore, will be subject to rental fees and will not be covered by the DLPS insurance program.
- H. Once the *Facility Permit Request* is approved, the event will be entered into the DLPS facility calendar ([dlschools.net](#) > Staff Resources > Facility and Transportation > Facility and Transportation Calendar Access; User ID & Password are [detroitlakes](#)).
- I. A copy of the reservation with the permit number will be provided to the policy holder either as a hard copy or electronic document. This document in either form must be with the permit holder during the event at the DLPS facility.
- J. Access to and operation of the sound and light systems in the Middle School auditorium must be pre-approved by the Supervisor of Operations. An additional fee will be charged for the sound/light operator's time.

III. PERMIT HOLDER'S RESPONSIBILITY

- A. Completion of the *Facility Permit Request* constitutes acceptance by the applicant of the responsibilities state and the willingness to comply with all DLPS policies, rules, and regulations regarding the use of facilities.
- B. The permit holder agrees to protect, indemnify and hold harmless the District and its employees from any and all claims, liabilities, damages, or rights of action, directly or indirectly, growing out of the use of the premises covered by the permit.
- C. The permit holder will indemnify DLPS for all damage to its facility or equipment occurred during the scheduled event by persons participating or in attendance.
- D. All organizations and individuals using DLPS facilities shall have a copy of the approved permit on site, either as an electronic file, email, or hardcopy. Custodians may request a copy of the permit from the organization or individual. If an approved permit cannot be verified, the custodians may request the organization or individual to leave the facilities or grounds. Law enforcement shall be contacted when a non-verified organization or individual fails to leave the facilities/grounds when requested to by the DLPS representative.
- E. All events are required to be supervised by responsible adults, over age 21, for the entire duration of usage time and until all participants have vacated the premises in order to accept responsibility for the conduct of event attendees and the care of the building and equipment.
- F. It shall be the responsibility of the organizational leaders to confine use of the facilities rented to members of their group and for the purpose and function under the terms of the rental contract.

- G. Programs must be concluded in time for clearance of building in accordance with the terms of the rental contract. Any additional time required to clean-up after an organization's use of the facility shall be charged to the organization in addition to the rental schedule.

IV. FACILITY USAGE

- A. All buildings must be vacated by 10:30 p.m. on school nights and 12:00 a.m. on non-school nights, unless arranged differently with the Supervisor of Operations or designee. However, DLPS sponsored events may vacate at a later time at the discretion of the principal/building administrator.
- B. A group must obtain prior approval to bring in any organizational equipment and must remove all equipment immediately after the event, unless special permission is granted in advance by the Supervisor of Operations or designee.
- C. Gym shoes must be worn on gym floors. No one shall be allowed to participate in any organized event on the gym floors with leather soles or heels. Every renter is required to use every reasonable precaution to see that snow, water, or mud is removed from shoes before persons are allowed to enter the gym.
- D. As the need arises, building access/keys will be issued by the building principals, their designee, or operations department.
- E. Animals and other pets are not allowed in DLPS facilities unless specifically pre-approved by the building administrator or the Supervisor of Operations. This does not apply to service animals or service animals in training.
- F. Tobacco use is not permitted on any DLPS premises. Alcohol used for consumption, other controlled substances, and guns are banned from all DLPS premises.
- G. There are certain areas where specifically trained personnel will need to be present. These are:
 - i. School Kitchens (not lab kitchens): a trained DLPS food service employee must be present. There will be a fee charged for this employee's time.
 - ii. Wrestling Building: it will be required for trained DLPS personnel to clean wrestling mats after the event; this person does not have to be present during the event. There will be a fee charged for this employee's time.
 - iii. High School Swimming Pool: certified lifeguard must be present. It is the policy holder's responsibility to find this person. A copy of the lifeguard's certification must be submitted with the *Facility Permit Request*.
 - iv. Middle School Auditorium: persons trained to work the A/V equipment, rigging and lighting must be present. DLPS will provide the policy holder a list of those who have been trained on this equipment, but it is the policy holder's responsibility to make arrangements for person(s) to operate the system for the event. The Supervisor of Operations or designee must be informed who has been scheduled to operate these systems for the event.

V. FEES

- A. Fees will be charged for the following three categories based on the classification of organization using DLPS facilities and the schedule of rental rates:
 - i. Facility use
 - ii. Additional equipment provided/set up by the DLPS
 - iii. Hourly rate of any DLPS food service employee, custodian, and Middle School auditorium operator required to work additional hours in order to be on site for the event.

B. Rate of Fees:

- i. Groups using DLPS facilities are grouped into different rate classes based on the nature and purpose of each group, agency or organization. All other requirements for use, such as application procedure, standards for conduct during use, supervision, etc., are constant for all user groups regardless of organizational differences. Each group will pay this percentage of the rental fees for facility and equipment use:
- 0%: - DLPS Pre-K – 12, extracurricular and Community Education
- Non-profit organizations based in the DLPS attendance area that are devoted to child or community welfare, do not charge fees, and are not using facilities for fundraising purposes
- DLPS employees using the facilities for personal, non-commercial use
 - 50%: - Athletic associations under the umbrella/contracted with The Center (formerly the DLCCC)
- Non-profit organizations based in the DLPS attendance area that are devoted to child or community welfare that charge fees and/or use the facility for fundraising proposes
 - 80%: - DLPS employees using facilities for commercial, profit-making use
- Individuals residing or businesses located within the DLPS attendance area
- Non-profit organizations based outside of DLPS attendance area that are devoted to child or community welfare.
 - 100%: - Individuals residing or businesses located outside of the DLPS attendance area
- ii. Any reduced fee for the hourly rate of kitchen and staff required to work additional hours must be approved by the Business Manager in advance of the approval of the permit.

C. A down payment of 50% of the facility rental is required at the time of the submitting the *Facility Permit Request* to confirm the reservation. The remainder and other charges will be due by the end of the month following the event.

D. Food and beverages may be served without using the kitchen. Use of the kitchen, even by DLPS employees, requires the presence of a DLPS food service employee. A fee will be assessed for damaged, lost, stolen, or unclean equipment or facility.

VI. FUNCTIONS NOT ALLOWED

A. No dances open to the general public shall be allowed

B. Any and all use of DLPS facilities shall be free from obscure and controversial purposes or purposes of a disruptive nature.

The following page shows the hourly and daily rates for renting the facilities. These rates are designed to encourage public use. DLPS reserves the right to revise building rental rates. It shall be the responsibility of the renting organization/individual to obtain the cost of the current rental rates and fees. DLPS will not be responsible for informing individuals or organizations of revisions in rental rates.

FACILITY RENTAL RATES

As of 2020

These are the full rates for facility rental. Depending on the type of group using the area, the rates may be less. Please see Section V, Subdivision B(i) for more information.

AREAS	USED FOR 0-4 HOURS	USED FOR 4+ HOURS
Auditorium ¹ : Middle School (half day or whole day) 1. Includes entire seating area, stage, A/V booth and commons 2. Only those trained by the District may run the A/V booth, lights and rigging. This cost is not included in the rental fee.	\$275.00/half day	\$550.00/day
Prop / Green Room, add	\$25.00/day	\$100.00/day
Classroom: All Buildings	\$25.00/hour	\$100.00/day
Commons: High School or Middle School	\$25.00/hour	\$100.00/day
Computer Lab: All Buildings	\$25.00/hour	\$100.00/day
Computer use, add	\$10.00 pp/day	\$10.00 pp/day
Concessions (Indoor): Middle School	\$25.00/hour	\$100.00/day
Gymnasium ² : Rossman, Roosevelt, or Lincoln – entire gym	\$20.00/hour	\$80.00/day
High School Main Gym or Middle School – entire gym	\$45.00/hour	\$180.00/day
High School Main Gym or Middle School – per court	\$15.00/hour	\$60.00/day
High School Main Gym Only:		
Stage, add	\$15.00/hour	\$60.00/day
West Bleachers, add	\$25.00/event	\$25.00/event
East Bleachers, add	\$20.00/event	\$25.00/event
Kitchen ¹ : All Buildings*	\$30.00/hour	\$120.00/day
Locker Room: High School or Middle School	\$25.00/hour	\$100.00/day
Media Center: Rossman or Roosevelt	\$25.00/hour	\$100.00/day
High School or Middle School	\$50.00/hour	\$200.00/day
Computer use: All Buildings, add	\$10.00 pp/day	\$10.00 pp/day
Multipurpose Room/Gym ² : High School, Roosevelt, or Rossman	\$20.00/hour	\$80.00/day
Swimming Pool ² : High School (hourly rate only)	\$50.00/hour	\$50.00/hour
Wrestling Building ^{1,2} : High School*	\$25.00/hour	\$100.00/day
Outdoor fields, courts, playgrounds, or parking lots ² : All Buildings	Determined on Individual Basis	

¹ Location will have additional staff charges.

² Rental fees for this location are subject to sales tax.

ADDITIONAL STAFF CHARGES

Custodial Personnel (beyond regular hours).....\$45 per hour
 Food Service Personnel (total hours worked)\$45 per hour

INDEPENDENT SCHOOL DISTRICT #22

Detroit Lakes Public Schools

FACILITY PERMIT REQUEST

Please Note: Do not complete this form for ISD 22 sponsored events.

Today's Date: _____

REQUESTOR'S INFORMATION:

Requestor's Name: _____

Address: _____ City, State, Zip: _____

Phone: _____ Email: _____

Are you currently an ISD 22 part time or full-time employee (not substitute)? Yes No

I am making this request for a(n): (mark one)

Non-profit Organization Organization Name: _____

Business, including sole proprietor Business Name: _____

Myself, not for profit

TYPE OF SET-UP AND SPECIAL INSTRUCTIONS:

Function Description: _____

Anticipated Attendance: _____ Will Admission Be Charged? Yes No

Date of Function: _____ Start Time: _____ End Time: _____

Prep Start (date & time): _____ Clean-Up End (date & time): _____

Facilities Requested:

BUILDING	AREA	BUILDING	AREA

IF A DISTRICT EMPLOYEE WILL BE USED IN LIEU OF A CUSTODIAN:

DLPS employee in lieu of a custodian agrees to the following:

1. Secure building (check all doors to ensure building is locked when leaving.)
2. Turn off lights and other electrical equipment.
3. Responsible for controlling access to unauthorized personnel.
4. Responsible for monitoring children's behavior.
5. Report all emergency situations and/or injuries immediately to the Supervisor of Operations.
6. Clean areas used (bathrooms, kitchen, etc.). Users of DLPS facilities who leave premises dirty will be charged for clean-up.

Signature of employee in lieu of custodian: _____

(Continue to next page)

FACILITY PERMIT REQUEST (cont'd)

BY SIGNING BELOW, I AGREE TO THE FOLLOWING:

1. We agree to enforce all regulations of DLPS in using this facility.
2. We will not allow tobacco use on any property owned by the DLPS.
3. We will not allow any alcohol used for consumption, other controlled substances, or guns to be brought on any property owned by the DLPS.
4. Persons attending the event will confine themselves to the rooms and corridors assigned for our use.
5. We understand disorderly conduct of any kind is prohibited and is punishable by ejection from the building or grounds.
6. We will indemnify DLPS for any and all damage to DLPS property by any person or persons attending the event. Responsibility for loss, breakage, or need of repair, of any piece of equipment rests with the individual/organization renting the facility and the person signing this agreement will report any such damage to: ISD #22, Administration Center – Operations, PO Box 766, Detroit Lakes, MN 56502 (218-847-9271).
7. We will not hold DLPS responsible for any damages to the personal property of those attending the event or for any injuries to persons attending the event, even if this should include death.
8. DLPS equipment will only be provided as part of this contract as is specifically stated in this contract; and DLPS equipment will be handled by DLPS personnel only.

I have read the above listed information and am in full agreement:

Signature of Requestor (By signing, becoming Policy Holder)

Date

Legal References: Minn. Stat. 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes, Closings)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to Facilities of Secondary Schools)
MSBA/MASA Model Policy 901 (Community Education)
MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)

FOR DISTRICT USE ONLY:

Permit Number: _____

Facility (Bldg/Rm)	Rate	Total	Employee Fees	Rate	Total
_____	\$ ____ / ____	\$ _____	Custodian Fee	\$ ____ / ____	\$ _____
_____	\$ ____ / ____	\$ _____	Food Service Fee	\$ ____ / ____	\$ _____
_____	\$ ____ / ____	\$ _____	Sound/Light Oper. Fee	\$ ____ / ____	\$ _____
_____	\$ ____ / ____	\$ _____		Employee Fees Total:	\$ _____
_____	\$ ____ / ____	\$ _____			
_____	\$ ____ / ____	\$ _____	Equipment Use Fees	Rate	Total
_____	\$ ____ / ____	\$ _____	_____	\$ ____ / ____	\$ _____
_____	\$ ____ / ____	\$ _____	_____	\$ ____ / ____	\$ _____
	Facility Rental Total:	\$ _____		Equipment Use Total:	\$ _____

CONTRACT TOTAL: \$ _____