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3 **COMMUNITY RELATIONS**

4
5 Community Use of School Facilities

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7 School facilities are available to the community for educational, civic, cultural, and other
8 noncommercial uses consistent with the public interest, when such use will not interfere with the
9 school program or school-sponsored activities. Use of school facilities for school purposes has
10 precedence over all other uses. Persons on school premises must abide by District conduct rules
11 at all times as outlined in board policy 4332.

12
13 Student and school-related organizations shall be granted the use of school facilities at no cost.
14 Other organizations granted the use of school facilities shall pay fees and costs. The
15 Superintendent will develop procedures to manage community use of school facilities, which
16 will be reviewed and approved by the Board. Use of school facilities requires the
17 Superintendent’s or Activity Director’s approval and is subject to the procedures.

18
19 Administration will approve and schedule various uses of school facilities. A master calendar
20 will be kept for scheduling dates to avoid conflicts during the school year. Should a conflict
21 arise, the District reserves the right to cancel an approved request when it is determined that the
22 facilities are needed for school purposes. Requests for use of school facilities must be submitted
23 to the Activity Director in advance of the event as far as possible, preferably at least 72 hours.

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27 Legal Reference: § 20-7-805, MCA Recreational use of school facilities secondary
28 *Lamb’s Chapel v. Center Moriches Union Free School Dist.*, 113 S.Ct.
29 2141

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31 Cross Reference: 4332 Conduct on School Property

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34 Policy History:

35 Adopted on: 07/09/2012

36 Reviewed on:

37 Revised on: 07/02/2018

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5 Rules and Regulations for School Facility Use

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7 The Superintendent is authorized to develop procedures subject to board approval for use of
8 school facilities, including rental rates, supervisory requirements, restrictions, security, etc.

9
10 District-sponsored activities, including curricular and co-curricular functions, have first priority
11 in use of facilities.

12
13 Authorization for use of school facilities shall not be considered as endorsement of or approval
14 of the activity group or organization nor for the purposes it represents. All uses will be by
15 written contract. Any advertising or announcement by the user must include the following
16 statement: "This program is sponsored by (name of user). Use of school district facilities does
17 not constitute support of or endorsement by the Laurel Public Schools." In a print advertisement
18 or announcement, the disclaimer must be the same size as the font used to announce the location
19 of the program. The remedy for failure to comply with this provision will be to immediately
20 rescind the facility use contract.

21
22 The administration is authorized to adjust personnel charges as needed to reflect the actual cost
23 to the district.

24
25 Application for use of any school facility shall first be made to the Activity Director who shall be
26 responsible for the coordination of the scheduling of the spaces within the buildings, proper
27 paperwork, and collection of fees. The Business Office shall be responsible for developing a
28 request form and contract outlining the following requirements for use of school-owned
29 facilities which the Activity Director will distribute upon request.

30
31 The Superintendent shall determine a fee schedule applicable for the use of school facilities. The
32 fee schedule shall be evaluated on a biennial basis. For rental rate purposes, the organizations
33 seeking the use of the school facility have been divided into three categories:

34
35 Category 1: Groups in this category are basically community groups (church or secular)
36 whose memberships involve Laurel school-age children whose leaders or
37 advisors are generally non-paid adults and whose main purpose is to in some
38 way
39 educate the youngster member. These groups will not be charged a rental fee for
40 the use of the buildings except the LHS auditorium, any computer
41 labs or the Stadium.

42
43 However, they will be charged custodial fees should their use of the facility require
44 employee hours beyond those which the custodial staff would have needed had the
45 building not been used by the community group. Supervisor, technical support or food
46 service employee fees will be charged if required for the event. No charge will

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4 will be made for any school activities including P.T.A., Parent Advisory Councils,
5 Booster Clubs, and university classes requested by the district- nor for district,
6 county, state or national election voting places.
7

8 Category 2: This category includes all community non-profit organizations (IRS numbers)
9 and community groups of people who wish to use facilities owned by the school
10 district for lectures, promotional activities, political rallies, entertainment,
11 college courses, athletic groups, exercise groups, dance groups, church services
12 or other activities for which public halls or commercial facilities generally are
13 rented. The district shall charge a rental rate which will recover utility, capital
14 expense, maintenance, energy and overhead costs for the use of the facility.
15 Should there be custodial, supervisor, technical support or food service
16 employee costs incurred as a result of the use, these costs will also be charged.
17

18 Category 3: This group shall include all for-profit organizations not listed in #1 or #2 and non-
19 profit organizations from outside the community. Charge for the use of school
20 facilities in the Category 3 groups shall be double that charge for Category 2
21 above. Should there be custodial, supervisor, technical support or food service
22 employee costs incurred as a result of the use, these costs will also be charged.
23

24 **Other Relevant Information**

25
26 Sponsoring organizations and groups using facilities shall provide sufficient, competent help
27 and/or special supervision, and the amount of adequate supervision shall be agreed upon at the
28 time the contract is issued. Groups are expected to leave facilities in the condition they found
29 them. If district finds it in an unacceptable condition a charge may be assessed to the group and
30 the group may be denied access in the future.
31

32 Alcoholic beverages and narcotics shall not be permitted on school facilities or on school
33 property at any time. The use of drugs, alcohol and tobacco is prohibited on all school district
34 property. All applicants for use of school facilities shall hold the district free and without harm
35 from any loss, damage or liability of expense that may arise during or be caused in any way by
36 such use or occupancy of school facilities. In the event that property loss or damage is incurred
37 during such use or occupancy, the amount of damage shall be decided by the superintendent and
38 the bill for damages shall be presented to the group using or occupying the facility during the
39 time the loss or damage was sustained. Failure to return keys will result in loss of security
40 deposit.
41

42 Because of the value of the district's playing fields and the community's total recreational
43 opportunity, the fields may be used by all residents. The appropriate rate schedule will
44 apply. Use must be appropriate and compatible with each playing field and its surrounding
45 area. Such use shall not result in construction, damage or undue wear or pose a hazard to
46 children or others.
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4 Activities which endanger others or cause damage to fields and lawns are
5 prohibited. Should damage to fields or lawns occur, the superintendent shall make a reasonable
6 effort to obtain restitution for any damage.
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8 A custodian or other authorized staff member who is not participating in the activity may be
9 required to be on the premises when any non-school group is using the school buildings at the
10 expense of the group renting the facility.
11

12 The district reserves the right to require any groups to supply additional liability insurance with
13 the district insured for an amount specified by the Business Manager. User groups will be
14 required to provide liability coverage of \$1,000,000. The decision will be made on an individual
15 renting group basis dependent upon level of risk.
16

17 The Laurel School District reserves the right to deny groups the use of facilities due to poor
18 usage or damage in past. The Laurel School District cannot anticipate every rental facility
19 request but all groups will be placed into one of the three categories. Additional fees may be
20 added with costs determined by district office without notice due to new and unique
21 requests. Rental fee and security deposit payments are required prior to use.
22

23 Rate Schedule

24 **CATEGORY 1 USERS**

25 No fee shall be charged for the use of facilities except the following: LHS Auditorium (\$25), any
26 computer lab (\$10) and the Stadium (\$100).

27 Supervisor, custodial, and food service employee hours caused by use of Category 1 users shall
28 be charged out at a rate of \$25.00 an hour per employee. Technical support hours shall be
29 charged out at a rate of \$35.00 an hour per employee. Hours are rounded up to the next hour. A
30 refundable security deposit of \$25 is required prior to use.
31

32 **CATEGORY 2 USERS**

33 The following fee schedule will be in place for Category 2 users:

34 Facility Flat/ Hourly Rate

35 HS Gym Daily \$250

36 HS Gym Hourly \$50

37 HS Gym with locker room \$300

38 HS Gym with locker room Hourly \$75

39 Auditorium Daily \$250

40 Auditorium with lights and sounds \$300

41 Auditorium Hourly \$50

42 Auditorium Hourly with lights & sound \$75

43 HS Depot \$50

44 HS Depot and Kitchen \$75

45 HS Library \$25

46 HS classrooms, all other rooms \$25
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- 4 HS computer labs \$100
- 5 Fields \$25
- 6 Stadium without Press Box\$1000
- 7 Stadium with Press Box or Lights\$1250
- 8 Stadium with Press Box and Lights\$1500
- 9 LMS gym Daily\$200
- 10 LMS Gym Hourly\$50
- 11 Elementary gyms Daily\$100
- 12 Elementary Gyms Hourly\$25
- 13 LMS Cafeteria/Commons\$50
- 14 Elementary Cafeterias/Commons\$25
- 15 LMS and Elementary classrooms \$25
- 16 LMS and Elementary Computer Labs \$100
- 17

18 Category 2 users that use facilities on a reoccurring schedule for an extended period or season for
19 student related activities shall be charged a rate of \$25 per participant per extended period or
20 season.

21
22 Supervisor, custodial, and food service employee hours caused by use of Category 2 users shall
23 be charged out at a rate of \$25.00 an hour per employee. Technical support hours shall be
24 charged out at a rate of \$35.00 an hour per employee. Hours are rounded up to the next hour. A
25 refundable security deposit of \$25 is required prior to use.

26 27 28 **CATEGORY 3 USERS**

29 Category 3 users will pay double the rates listed above for Category 2 users for the use of all facilities.
30

31 Supervisor, custodial, and food service employee hours caused by use of Category 3 users shall
32 be charged out at a rate of \$25.00 an hour per employee. Technical support hours shall be
33 charged out at a rate of \$35.00 an hour per employee. Hours are rounded up to the next hour. A
34 refundable security deposit of \$25 is required prior to use.

35 36 37 **Rental of Computer Labs/Devices**

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39 Computer labs may be rented under the following conditions:

- 40 1. A staff member from the Technology Department may be required to present at all time
41 during the rental. Technical support hours shall be charged out at a rate of \$35.00 an
42 hour per employee.
- 43
44 2. Use of the lab will require a signed agreement per the following (in addition to the
45 Facility Use Agreement):
 - 46 a. Notification provided 48 hours prior to rental so Technology Department staff can
47 configure a user log-on appropriate to the needs of the rental and determine lab
48 availability.

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4 b. Filtered CIPA compliant internet access will be provided. Users will be required to sign and
5 adhere to the district's responsible use policy. Violations may result in loss of computer
6 access.
7 c. Computer lab rules are as follows:
8 No changes permitted on the hard drive or software programs
9 No food or drinks permitted in the lab
10 No saving on the devices; cloud storage recommended
11 d. Renter assumes responsibility for any damage.
12

13 Devices may be rented under the following conditions:

- 14 1. A staff member from the Technology Department may be required to be present at all
15 times during the rental. Technical support hours shall be charged out at a rate of \$35.00 an
16 hour per employee.
17 2. LPS devices are configured to connect to LPS wifi. If any customization of the wifi
18 connection is needed, then technical support hours will be charged.
19 3. Use of LPS devices will require a signed agreement per the following (in addition to the Facility
20 Use Agreement):
21 a. Notification provided 48 hours prior to rental so Technology Department staff can
22 configure a user sign-on appropriate to the needs of the rental and determine device
23 availability.
24 b. Filtered CIPA compliant internet access will be provided. Users will be required to sign and
25 adhere to the district's responsible use policy. Violations may result in loss of device access.
26 c. Computer lab rules are as follows:
27 No food or drinks permitted near devices.
28 d. Renter assumes responsibility for any damage
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31 **Examples of Category Assignments**

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33 -Laurel Youth Soccer Category 1
34 -Laurel Men's Wednesday Night Basketball Category 2
35 -Laurel Youth Traveling Basketball Practice Category 1
36 -Out of town Youth Traveling Basketball Practice Category 3
37 -Youth Traveling Basketball Tournament Category 3
38 -Upward Basketball Camp Category 1
39 -Little Locomotive Camps Category 1
40 -Laurel Youth Tournament for purpose of world travel Category 3
41 -District sponsored staff training Category 1
42 -Laurel Teacher provision of professional training Category 2
43 -For profit provision of professional training Category 3
44 -Class Reunions Category 2
45

46 **Procedure History:**

- 47 Promulgated on: 07/10/2006
48 Reviewed on:07/09/2012
49 Revised on:6/25/2018, 11/30/20

SCHOOL FACILITIES/GROUNDS USE AND LIABILITY RELEASE AGREEMENT
Laurel Public Schools 7 & 7-70

Organization or Individual Requesting Facility Use: _____

Facility Requested: _____

Date and Hours of Requested Use: _____

Purpose of Use: _____

Will there be an admission fee? _____ If so, how much? _____

District Contact Person

The Facility Secretary will be the District contact person. Any issues should be addressed to this individual. The phone number is (406) 628-3586.

Premises and Conditions

Conditions of Facilities Use - Use of District facilities is conditioned upon the following covenants:

1. That no alcoholic beverages, tobacco, nicotine products, or other drugs are sold or consumed on the premises by the requesting organization or individual or any of its employees, patrons, agents, or members.
2. That no illegal games of chance or lotteries will be permitted.
3. That no functional alterations of the premises or functional changes in the use of such premises shall be made without specific written consent of the District.
4. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of District facilities.
5. The presence of weapons, including firearms, must be previously reviewed and approved by the Board of Trustees in accordance with Montana law.
6. Facility must be left in the same condition as found or better.
7. Shall employ Custodial Staff from Laurel Public School if required.
8. Shall employ Laurel Public Schools Staff for lights, sound, and scoreboard at the Sports Complex.
9. Coke Products will be the only refreshments allowed at any event at Laurel Public Schools.
10. Lessee agrees that they will not use the District equipment, tools, or furnishings, located in or about described facilities not included in this contract, without first seeking and received approval of the District representative.
11. Lessee agrees to pay all fees under this contract. Lessee agrees to compensate for any loss of or damage to equipment, damage to any wiring, and damage to the premises from any cause during the term of the contract.
12. Concessions: The District retains the right of all food and beverage concessions unless prior arrangements have been made with the District representative.
13. Any advertising or announcement by the user must include the following statement: "This program is sponsored by (name of user). Use of school district facilities does not constitute support of or endorsement by the Laurel Public Schools." In a print advertisement or announcement, the disclaimer must be the same size as the font used to announce the

location of the program. The remedy for failure to comply with this provision will be to immediately rescind the facility use contract.

Rent and Deposit

The requesting organization or individual agrees to pay the District, as rent for the premises and as payment for special services (if any) provided by the District, the sum of \$ _____, and this shall be due _____ days in advance. The requesting organization or individual shall be responsible for the actual cost of repair or replacement, including costs, disbursements, and expenses, resulting while it has use of the premises.

Indemnification

The requesting organization or individual, by signature below, hereby guarantees that the organization shall indemnify, defend, and hold harmless the District and any of its employees or agents, from any liability, expenses, costs (including attorney's fees), damages, and/or losses arising out of injury or death to any person or persons or damage to any property of any kind in connection with the organization or individual's use of the District facility, which are not the result of fraud, willful injury to a person or property, or willful or negligent violation of a law on the part of the School District. The undersigned organization or individual accepts and assumes all such risks and hazards and does hereby release the School District from any and all liability including, but not limited to bodily injury, personal injury, and/or property damage which are not the result of fraud committed, willful injury to a person or property, or willful or negligent violation of a law on the part of the School District.

Insurance

The user of the facility shall provide the District with a certificate of insurance and endorsement to their property and liability policy. Said certificate and policy endorsement shall name the District as an additional insured. The certificate and policy shall show coverage for comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility. The insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person or resulting from any one accident, and \$1,000,000 for property damage in any one accident or the policy may provide a combined single limit for bodily injury and property damage for \$1,000,000. The certificate shall contain a provision that the insurer not cancel or refuse to renew without giving the District written notice at least 10 days before the effective date of the cancellation or non-renewal.

Special Events Coverage

The district requires the event holder to purchase a special event liability policy for the event, and to name the district as an additional insured on the policy. The event holder should provide the district with a certificate insurance outlining the coverage limits and that the district has been named as an additional insured on the policy. Minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 aggregate should be purchased.

Assumption of Risk

The requesting organization agrees to indemnify, release and hold harmless the District, inclusive of its employees, administration, board of trustees, and insurers from any and all civil

liability involving any and all forms of injury except those that may arise as a result of willful, wanton or reckless conduct by the District or its agents adding unwarranted danger to participation in such event.

The requesting organization understands that the District will take all reasonable precautions to insure the risk of injury to individuals accessing the facilities or grounds is minimized. However, even though these precautions are taken there is still a chance of injury, and in rare instances even severe injury and death. The requesting organization understands the risks involved.

The School District DOES NOT provide medical insurance for any individuals who choose to access and use the facilities.

Acquisition of Building Keys

The Lessee must make arrangement for a building key with the Facility Secretary at 300 E. Maryland Lane between 8:00 am to 4:00 pm prior to the scheduled use of the facility. A refundable security deposit of \$25.00 is required prior to use. It is the responsibility of the lessee to return the key to the Facility Secretary by 9 am the next business day following the event or at the end of the scheduled season. Lessee should be out of the facility no later than 10:00 pm.

Facilities and Equipment

When leasing any school facility, do NOT prop open any doors/gates (entrances or exits). Failure to keep doors closed may result in loss of facility use. When you enter the building/facility the doors/gates (entrances or exits) are to be closed. Lessee will be responsible for securing the building and/or property following the use of the facility. Do not allow any other groups or persons into the building and/or facility when you leave, they should have their own set of keys.

All heat and lighting of facilities shall be furnished except field stadium lights at the Laurel Sports Complex. The district shall supply ordinary maintenance, but the Lessee shall be responsible for damages to school property which occurs as a direct result of its use by the Lessee. Any damages should be reported immediately if necessary or during post inspection walkthrough.

Equipment other than that presently available in the facility leased must be provided by the Lessee at his/her cost, and approved by the District. A list of any equipment being brought into the facility or grounds shall be provided and affixed to the contract prior to signing. All liability arising from loss of property or accident to a person or persons a part of or attending the function or activity sponsored by the Lessee shall be the obligation and responsibility of the Lessee.

No equipment or facilities not specifically requested in writing and approved by the Activity Director or Laurel School District Superintendent will be used.

Staffing for Events

All policing, crowd control, ticket sales and other personnel shall be the responsibility of the lessee unless provisions have been specifically made in this contract. Laurel Public Schools reserves the right to impose security and safety requirements as seen fit.

When leasing a facility with stage lights, sounds and/or football score board, the Lessee will be required to employ a light and sound person trained and authorized by Laurel Public Schools at a rate of \$35.00 per hour.

When Laurel School District Kitchen Facilities are rented, Lessee is required to hire a current staff member approved/appointed by the District at a rate of \$25.00 per hour.

A \$25.00 per hour charge shall be assessed for any time necessary that a school official need be on duty at the event.

Clean up of Facilities

The District asks that at the conclusion of the event, all areas used be cleared and cleaned and left in the same condition as it was upon entering the building and/or property. The Lessee is responsible for general cleanup. If any additional cleaning is required (as determined by the District Maintenance Staff) the Laurel School District cleaning staff will do the cleaning. Due to the Department of Labor and audit requirements, the Laurel School District is responsible for payment of these wages through its payroll system. The Lessee will be billed for these additional cleaning costs.

Non-Discrimination

The District will consider requests for use of district facilities for political purposes and activity in accordance with Montana law. The requesting organization or individual agrees to abide by non-discrimination clauses as contained in the Montana Human Rights Act and the Governmental Code of Fair Practices.

District's Rights

The District reserves the right to cancel this Agreement, when it is determined by the District that the facilities are needed for school purposes. The District reserves the right to cancel the event if the payment specified in the agreement or the certificate of insurance is not received by the date of the event.

Laurel Public Schools representative along with Lessee representative will conduct a pre-inspection and post-inspection check off list.

The Lessee has received a copy of the School Facilities Policy of the Laurel School District 7 & 7-70 and agrees to abide by said policy.

Lessee Signature: _____ Date: _____

Key Picked Up By: _____ Date: _____

District Representative: _____ Date: _____

Laurel Public Schools

Facility-Use Checklist

	YES	NO	
	(Check One)		
Exterior doors locked before use			
Area trash picked up before use			
Area floor cleaned before use			
Exterior doors locked after use			
Area trash picked up after use			
Area floor cleaned after use			
Bleachers cleaned and pushed back			
Tables folded and put away			
Check condition of all restrooms that were accessed			
Lights off			
Interior doors locked			
Was anything damaged during use? (Provide details)			
Did you notice anything damaged from previous use that needs to be repaired? (Provide details)			
Additional Comments			

Pre-Inspection completed by: _____ Date: _____

Lessee Signature: _____ Date: _____

Post-Inspection completed by: _____ Date: _____

Lessee Signature: _____ Date: _____