

THIEF RIVER FALLS PUBLIC SCHOOLS

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.

II. COMMUNITY RELATIONS

Use of School Facilities: The Schools belong to the residents of the district. Plant facilities are established, maintained and operated by funds largely provided by local taxes. The Board accepts the responsibility of making its plant facilities available to responsible organizations, associations and individuals of the community for appropriate civic, cultural, welfare or recreational activities that do not infringe upon or interfere with the conduct and best interest of the school district.

III. GENERAL CONDITIONS

1. Regular school activities will have priority for all building spaces. Applications will be processed according to the date of receipt.
2. To ensure the security of our school facilities, only school district personnel will be authorized to open and secure our buildings to accommodate a request.
3. A building may not be occupied by any community group unless a qualified maintenance or custodial personnel is present. The person on duty will supervise the operation of the physical plant and shall not be required to supervise groups or activities. The rental fee includes maintenance or custodial service if the event is held during regular staff working hours. There will be an additional fee if maintenance or custodial services are required outside of, or beyond regularly scheduled working hours.
4. All events scheduled during school hours shall be scheduled with the building administrator.
5. All requests for the use of school facilities prior to the start of school or after 4:00 pm and any events scheduled on weekends, holidays or non-school days by any group or organization are required to be submitted to the Buildings & Grounds Office on the proper form with all necessary information supplied at least two weeks prior to the event.
6. The Community Education Department is responsible for scheduling the swimming pool. *Schedules are available on the web site, or at the Community Education and Buildings & Grounds departments.*
7. The granting of a permit for use of one part of the building or grounds confers no privileges for the use of any facilities other than those stated on the permit.

8. A permit is non-transferable. If the event is to be canceled, the applicant shall notify the Buildings & Grounds Office at least forty-eight (48) hours in advance of the date reserved.
9. Organizations wishing to use a school facility will be required to sign a hold harmless agreement and shall provide a certificate of insurance in the amount of \$300,000.00 and name the School District as additional insured.
10. Tobacco use is prohibited on school premises. Any violation of this rule will prohibit future use.
11. No alcoholic beverages will be permitted at any time. Any violation of this rule will prohibit future use. Authorized school district representatives shall have full access to the premises to insure the conditions of the facility use contract are met.
12. Special permission must be obtained for decorating, installing scenery, moving furniture, etc. and must be stated on the Facility Use Request. Any decorations, props, etc. must be removed from the school property promptly so as not to interfere with school activities. Buildings & Grounds Department Staff may make removal at the expense of the permit holder.
13. Should school close for any reason, (snowstorm or any emergency) any request for that day or weekend is canceled without responsibility on the part of the school district.

IV. CHARGES

1. Any Non-school organization or individual using the buildings outside of the regularly scheduled work day will be required to pay all overtime maintenance & cleaning costs associated with their event; specifically weekends and holiday building use.
2. Use of special school facilities will require the assistance of school employees trained in their use. Such costs will be added to the regular rental fee. (I.e. auditorium equipment, sound, lighting, kitchens, FACS room equipment, etc.)
3. Kitchens and kitchen equipment are not to be used without authorization of the Food Service Supervisor. If authorized, kitchen personnel must be present. The cost of this service will be added to the regular fee. All aspects of Minnesota's "Pot luck Legislation" and other state and federal laws will be fully enforced by the district and its Food Service Supervisor. See Kitchen Usage Rules and Guidelines.
4. Any group using the cafeteria is required to clean the cafeteria when done or they will be billed for cleaning costs of the facility.
5. All organizations using school facilities shall be responsible for any and all vandalism and shall be required to reimburse the district the full value of any damage or theft of property. Any school equipment that is damaged or lost will be repaired or replaced by the school district and billed to the permit holder.
6. Fee schedules for buildings use and services provided shall be maintained in the Buildings & Grounds Office.

V. USES REQUIRING SCHOOL BOARD APPROVAL

1. Sunday use by non-school groups or organizations.
2. Use for religious services
3. Use for conventions
4. Use for political meetings
5. Use for commercial displays

If the application is approved, the person and/or organization will assume responsibility for orderly and careful use of the school facilities and will be required to clean up.

Violation by a permit holder of any of the conditions governing the use of school buildings or grounds may be cause for the cancellation of all existing permits and denial of any permits in the future.

Fee Schedule Guidelines

Organizations permitted to use the buildings may be classified into two general categories:

- A. Use of Buildings Without Rental Fees-Non-Profit public organizations such as 4-H, Scouts, PTSP meetings, or clubs that do not have building facilities of their own may use school buildings rent free for regular and special meetings when school personnel are on duty. Adult education classes sponsored by the local school district, universities or college, City of Thief River Falls, or reputable organizations having an education program, are non-political or non-religious that would benefit the community are also in this category.
- B. Use of Buildings for a Fee-Organizations that cannot be included in the above category. Organizations whose use of the buildings would be for financial gain (admission charged) or for information, entertainment, or the conducting of business peculiar and beneficial only to the organization. This could include non-profit organizations and/or individuals if the use of the building is for the purposes of raising funds for the operation of such organization.

Note: In either case, groups will be responsible for the costs associated with any after hour maintenance and/or cleaning costs and special equipment use fees or kitchen use charges.

Rental Fee Schedule

Gymnasiums	\$100.00
<i>CES Gyms #s 1,2,3,4</i>	<i>\$50.00 ea.</i>
Auditorium	\$100.00
<i>Auditorium Training Area</i>	<i>\$100.00</i>
Cafeterias	
FMS & CES	\$60.00
<i>LHS</i>	<i>\$100.00</i>
Kitchens	\$50.00
<i>Plus Supervision @ \$25.00/hr.</i>	
Classrooms	\$25.00
Swimming Pool	\$75.00 per hour
<i>(Includes Lifeguard)</i>	
<i>LHS Stage Manager</i>	<i>\$25.00 per hour</i> <i>3 Hr. Minimum</i>

Equipment Rental Fee

Portable Staging	\$60.00 for all 12 sections \$5.00 per section/day
Folding Chairs	\$.25/chair/day

Overtime

Any overtime incurred for *Maintenance staff* will be charged at a rate of \$46.00 per hour. Cleaning or Kitchen supervision will be billed to the permit holder based on the actual cost incurred by the district. This will apply to all groups using the facilities whether for profit or non-profit.

Hold Harmless Agreement

The user knows, understands and acknowledges the risks and hazards associated with using the School Facility they are requesting and hereby assume any and all risks and hazards associated therewith. User hereby irrevocably waives any and all claims against the School District and its elected officials, employees, volunteers and agents for any bodily injury, including death, and the damages, destruction, or loss of any property, including the loss of use thereof, incurred by the User, or by the User's members, employees, agents, or invitees, as a result of using a School District Facility, and hereby irrevocably releases and discharges the School District and any of its elected officials, employees, volunteers, and agents from any and all claims of liability arising out of/ or associated with the use of any of the School Districts Facilities. This waiver of liability does not waive liability for any injuries obtained as a result of the willful, wanton or intentional misconduct by the School District or any person acting on behalf of the School District.

User shall defend, indemnify and hold harmless the School District and its elected officials, employees, volunteers, and agents from and against any and all liabilities, judgments, settlements, losses, costs, or charges (including attorney's fees) incurred by the School District or its elected officials, employees, volunteers, or agents, as a result of any claim, demand, action, or suit relating to any bodily injury, including death, or the damage, destruction or loss of any property related to the use of any School District Facility by the User or by the User's members, employees, agents, or invitees.

User shall pay the School District for any and all physical loss or damage to any facility contracted for including any property owned by the School District that is attached to or located within or outside the facility, including the cost to repair or replace such property relating to the use of the facility by the User or by the User's members, employees, agents, or invitees, if such costs exceed the damage deposit.

Facility Requested _____

Usage Date or Dates _____

Signature _____ Date _____

Kitchen Usage Rules and Guidelines

- *Groups who wish to use any ISD 564 kitchen for cooking, preparing and/or serving are required to have at least one ISD 564 food service employee present at all times while in the kitchen. That employee is there to supervise and assist with using kitchen equipment, and may help with cooking or clean-up tasks at their discretion. You will be billed the current Kitchen Supervisory fee for the time that each ISD 564 food service employee must be present for your function. The total fee will be assessed following your function and added to the billing invoice.*
- *Groups should plan to have enough of their own people available to cook, serve, clean and not rely on ISD 564 food service employees for those duties.*

- *Groups must plan to clean up after themselves. Preparation areas should be wiped down, and floors swept and mopped. Towels, brooms and mops will be available. Any trash or garbage is to be deposited in the dumpster outside and clean bags installed in the cans.*
- *Groups must supply their own plates, utensils, napkins, etc.*
- *At no time is any ISD 564 food, paper products, condiments, etc. to be used.*
- *Food may not be stored in our freezers, walk-ins, or dry storage areas.*
- *At no time should anyone other than ISD 564 food service employees access food storage units.*
- *Equipment will be used under the supervision of ISD 564 food service employees.*

**Independent School District #564
Facilities Use Request Form**

Mail to: Building and Grounds Department
School District Service Center
230 LaBree Avenue South
Thief River Falls, MN 56701

Organization or Group: _____

Responsible Person for Organization or Group: _____

Responsible person is required to be present at all times during the use of school property. Responsible person and their organization or group is responsible for any damage to school property. **This request MUST be with you while on school property.**

**THE SCHOOL DISTRICT DOES NOT PROVIDE INSURANCE FOR ORGANIZATIONS,
GROUPS, PARTICIPATING INDIVIDUALS, OR OTHERS WHO MAY BE PRESENT
DURING EVENT.**

Facility Requested:

Exact Location Requested:

Date of Use: _____ Time From: _____ a.m./p.m.

To: _____ a.m./p.m.

Type of Activity:

Equipment Needed or Special Setup: (Draw a sketch if needed on back of this form):

Equipment Authorized By: _____, Administrator/Staff

Special requirements for handicapped accessibility shall be the responsibility of the organization or group.

NOTE: REQUESTS MUST BE SENT TO THE BUILDING AND GROUNDS DEPARTMENT AT LEAST TWO WEEKS PRIOR TO DATE REQUESTED. PLEASE READ ALL EMERGENCY AND EVACUATION PROCEDURES THAT ARE POSTED IN EACH ROOM.

By signing this form, the organization, group and responsible person using the school property agrees to defend, including reasonable attorney's fees and costs, and to indemnify and hold harmless the school from any property damage, death, or injury to any person or property occurring upon or arising out of the use of or attendance on school property. The organization, group, and responsible person hereby release any negligence by school associated with this contract or activity of the organization, group or responsible person.

Signature of Responsible Person _____ Date: _____

(Must have authority to bind an organization or group.)

Phone # (Work) _____ (Home) _____

(Cell) _____

Mailing Address: _____

Street

City

State

Zip Code

**SHOULD SCHOOL CLOSE FOR ANY REASON (SNOWSTORM OR EMERGENCY),
THIS REQUEST IS CANCELED WITHOUT RESPONSIBILITY ON THE PART OF THE
SCHOOL DISTRICT.**

School District Use:

This request has been: _____ Approved _____ Denied _____ Approved by School Board

Approximate labor and or facility charge: \$ _____

Authorized By: _____, Building and Grounds Department

Date: _____

Board Adopted: 03/2013

Board Revised: 05/2022

Policy Reviewed: 05/2022