

## **Board Policy 4210P Facility Use Applications**

## Community Use of School Facilities

Applications requesting use of the school facility must be presented to the building principal at least ten days in advance of the time desired and must be signed by a qualified representative of the organization desiring to use the building.

When considering facility use applications, the following should be taken into consideration:

- 1. The activity should not interfere with the schedule of normal activities of the school or District:
- 2. The content of the activity should be reasonably appropriate in a school setting;
- 3. The event is not in conflict with the health and safety of the District or community and does not violate any federal, state, or local ordinance;
- 4. The event may not be held by the District in support of or in opposition to any candidate or ballot measure. If the District permits facilities rental by any entity or person seeking to hold a meeting in support or opposition to any candidate or ballot measure, the denial or approval of such rental cannot be based upon the content of the position of the entity or person seeking to hold a meeting and shall likewise make rental options equally available to the counter entity or person if they seek to rent the school's facilities.
- 5. The user agrees to follow all health and safety protocols outlined by the District.

The renting of school facilities will ordinarily be on a first-come-first-serve basis for eligible organizations, except that school-related activities shall have priority.

## Right to Decline Use

The use of the school premises will be denied when, in the opinion of the Superintendent or the Board, such use may be construed to be solely for commercial purposes, when there is probability of damage or injury to school property, or when the activity is deemed to be improper to hold in school buildings, or if it conflicts with any federal, state, or local public health ordinance or District health policy or procedure.

#### <u>Fees</u>

The Superintendent, or designee, shall establish a schedule of fees and make additional adjustments in the fees as necessary for the use of any school facility or school grounds. Fees/rental charges shall cover costs of wages of school personnel involved and utilities. The Board will review this fee schedule annually. Fees may be waived by the Superintendent or designee in consideration of services rendered by public institutions or nonprofit organizations in direct support of public school students or staff.

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Fees will be invoiced and the sponsoring organization whose name appears on the application shall be held responsible for any and all damages to school property and equipment.

## Insurance Coverage

The Board may require facility users to carry a commercial general liability insurance policy with a minimum limit per occurrence of \$1,000,000. A Certificate of Insurance for the policy, naming the {{Full\_District\_Name}} as an additional insured, may also be required along with the facility use request. The Board reserves the right to require increased insurance coverage on any event.

## **School Equipment**

Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing and may be granted by the procedure by which permission to use facilities is granted. The user of school equipment must accept liability for any damage to or loss of such equipment that occurs while it is in use. Where rules so specify, no item of equipment may be used except by a qualified operator. No District equipment shall be removed from the premises for use by non-District personnel unless otherwise provided for in policy. All equipment used in must be thoroughly cleaned and disinfected by the user.

## **Supervision**

At least one District employee must be on hand, paid for by the organization when, in the opinion of the Superintendent or designee, it is necessary to supervise the individuals and protect school property. The number of paid employees shall depend on the type of service, number to be served, and number of volunteer helpers.

Whenever a cafeteria is used, it shall be under the supervision of a school employee. The group using the facility shall reimburse the District for the salary of the employee.

No school building or facility shall be used for any purpose which could result in picketing, rioting, disturbing the peace, or damage to property or for any purpose prohibited by law.

No access to other rooms or equipment in the building shall be permitted unless designated by agreement.

## **Outdoor Facility Usage**

The following applies to all District outdoor facility rentals:

1. The rental group shall be responsible for the full replacement cost of any facility or equipment damage.



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- 2. Arrangements for keys for any rented facility must be made prior to the event by contacting the Athletic Director.
- 3. The procedure for cancellation of outdoor events due to threatening weather and/or field conditions is as follows:
  - A. If field conditions are such that play is not recommended, the athletic director shall notify the rental group as far in advance as possible that contests must be cancelled. Practice field rental will be substituted, if possible; and
  - B. If there is rain the day of the scheduled contests, the game field rental is considered cancelled and game fields are not to be used. Questions can be answered by calling the athletic director, high school principal, or Superintendent (in that order).
- 4. All equipment items the rental group desires must be listed on the rental agreement.
- 5. Requests for night rentals will be reviewed on a case-by-case basis.

**Procedure History:** 

Promulgated on:2/14/2022

Revised on: 12/16/24 Reviewed on: 1/27/25



## **Board Policy 4210-F1 Community Use of School Facilities Fee Schedule**

Fee Schedule for Community Use of School Facilities

Building/Area	Rate of Charge
Classroom	\$25
Library	\$25
School Cafeteria, no use of kitchen	\$50 + Custodial wage (may include OT)
School Cafeteria, with use of kitchen*	\$75 + wage of kitchen staff, does not include
	food + Custodial wage (may include OT)
Gym when no admission is charged	\$50 + Custodial wage (may include OT)
Gym when admission is charged or a	\$100 + Custodial wage (may include OT)
voluntary donation is requested	

<sup>\*</sup>When kitchen equipment is used, a school cook must be present.

Building/Area	Rate of Charge
Athletic Fields:	
Athletic Fields when no admission is charged	\$50 + Custodial wage (may include OT)
Athletic Fields when admission is charged or a voluntary donation is requested	\$100+ Custodial wage (may include OT)

All charges are based on a per-day charge unless otherwise specified.

The following charges may apply in all instances

Set up fees	Actual staff wage.
Stand-by	Actual staff wage.



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## **Board Policy 4210F3 Facilities Use Agreement Form**

## **Facilities Use Agreement**

Organization or Individual Requesting Facility Use:
Contact Phone Number
Facility Requested:
Date and Hours of Requested Use:
Purpose of Use:
Equipment/Services Needed:
Technology Needed
Kitchen Needed Y / N
If Yes, What Equipment is needed?
For Office Use Only:
Insurance and Other Special District Requirements for Use:
Use Charge for Services/Facilities Listed:
Assigned Staff/Wage
Total Amount Charged

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#### **Premises and Conditions**

I.<u>Conditions of Facilities Use</u>—Use of District facilities is conditioned upon the following covenants:

- 1. District sponsored activities take precedent over outside entity use. This agreement may be revoked in the event that a district activity conflicts with the event.
- 2. If school/district administration determines that staff is needed for the event, approval may be revoked in the event that staff is unavailable.
- 3. That no alcoholic beverages, tobacco, or other drugs be sold or consumed on the premises by the requesting organization or individual or any of its employees, patrons, agents, or members;
- 4. That no illegal games of chance or lotteries be permitted;
- 5. That no functional alteration of the premises or functional changes in the use of such premises be made without specific written consent of the District; and
- 6. That adequate supervision be provided by the requesting organization or individual to ensure proper care and use of District facilities;
- 7. That the organizers and participants shall comply with Policy 4210, Procedure 4210P, and all other District policies and procedures; and
- 8. That all other federal, state, local, and District health measures be in effect.

### **Rent and Deposit**

The requesting organization or individual agrees to pay the District, as rent for the premises and as payment for special services provided by the District (if any), the sum of \$\_\_\_\_\_\_. This shall be due 10 days in advance. The requesting organization or individual shall be responsible for all actual damages, including costs, disbursements, and expenses resulting while it has use of the premises. Any additional expenses incurred such as staff wages or damages may be billed after the event.

#### Insurance and 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 injuries 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 the willful or negligent violation of a law.

The requesting organization or individual may provide the District with a certificate of insurance prior to the use of the facility. The certificate shall show coverage for comprehensive general liability insurance in an amount not less than \$1,000,000 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.

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## **Non-Discrimination**

The requesting organization or individual agrees to abide by non-discrimination clauses as contained in the Idaho Human Rights laws and federal anti-discrimination laws.

Requesting Organization/Individual	
Contact Name:	<u> </u>
Phone:	_
Address:	_
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Principal	Date
Food Service Director	Date
Superintendent	Date
Additional Requirements:	
Procedure History	

Procedure History:

Promulgated on:2/14/2022

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