

## COMMUNITY USE OF SCHOOL DISTRICT FACILITIES & EQUIPMENT

School district facilities and equipment will be made available to local nonprofit entities which promote cultural, educational, civic, community, or recreational activities. "Entity(ies)" will include organizations, groups and individuals and their agents. Such use will be permitted only when the use does not interfere with or disrupt the education program or a school-related activity, the use is consistent with state law, and will end no later than midnight. It is within the discretion of the board to allow for-profit entities to use school district facilities and equipment. The board reserves the right to deny use of the facilities and equipment to an entity. It is within the discretion of the superintendent to allow use of school district facilities and equipment on Sundays.

Entities that wish to use school district facilities or equipment must apply through the District Facility Scheduler located on the district website, or at the district's central office. It is the responsibility of the board secretary or superintendent to determine whether the school district facility or equipment requested is available and whether the application for use meets board policy and administrative regulations. It is the responsibility of the superintendent or his designee to provide application forms, obtain proof of insurance, and draw up the contract for use of school district facilities and equipment. It is the superintendent's responsibility to determine if a submitted application and proof of insurance meet the criteria for approval.

Use of school district facilities and equipment by entities will be supervised by a school district employee unless special prior arrangements are made with the superintendent.

Entities that use school district buildings, or equipment, or sites must leave the building or site in the same condition it was in prior to its use. Inappropriate use of school district facilities and equipment may result in additional fees charged to, or the inability of, the entity to use school district facilities or equipment in the future.

The school district reserves the right to charge all costs, including attorney fees, that may arise to the entity for the entity's failure to comply with the law or school district policy and its supporting administrative regulations.

It is the responsibility of the superintendent to develop a fee schedule for the board's approval and to develop administrative regulations regarding this policy.

Legal Reference: Iowa Code §§ 8D; 276; 278.1(4); 279.8; 297.9-.11 (2007).  
1982 Op. Att'y Gen. 561.  
1940 Op. Att'y Gen. 232.  
1936 Op. Att'y Gen. 196.

Cross Reference: 704 Revenue

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Reviewed 7/12/21

Revised 7/12/21

## COMMUNITY USE OF SCHOOL DISTRICT FACILITIES & EQUIPMENT REGULATION

### Facility Request Process

1. Organizations interested in using school facilities should make such requests through the District Facility Scheduler located on our District Website. The District will determine the availability and appropriate usage of the facilities. Completion of a Facility Request Form is required. A Facility Request Form must be submitted a minimum of 30 working days prior to the reservation.
2. Upon receipt of a request, the District will determine an organization's classification based on the Fee Schedule.
3. The extent of District staff (facility coordinators, building supervisors, custodians, technicians, and food service, etc.) needed by groups reserving school facilities will be determined by the District.
4. Permission granted for facility usage will be returned electronically by the District in form of a contract by the District Facility Scheduler.
  - a. It is the responsibility of the representative to read the facility use guidelines and be aware of all guidelines for usage, as well as any specific guidelines set forth.
  - b. Each entity shall provide proof of liability insurance for a minimum of one million dollars combined/two million dollars aggregate (\$1,000,000 combined/\$2,000,000 aggregate) for bodily injury and property damage. Such insurance shall include the Roland-Story Community School District as an additional named insured in the policy carried by the entity as described above.
  - c. The District reserves the right to cancel or postpone any activity due to conflict, disregard of policies, or other uncontrollable circumstances, including Class A activities. If approval has been given to a group to use facilities and it is later determined that the facilities will not be available, notice of cancellation or change of venue shall be given to the applicant as soon as possible with reasons for the cancellation or change of venue. The designated building supervisors (facility coordinators, building supervisors, custodians, technicians, and food service, etc.) on duty have the right to terminate any activity at any time due to violations of Board policies and rules, or federal, state or municipal laws, or if the activity is deemed to be hazardous to people, buildings, or equipment.

### Facility Use Guidelines

1. The group representative must be an adult and present during the time the facilities are being used.
2. The group's representative will be responsible for the following of all regulations for facility usage.
  - a. The group representative will be the first inside the facility and the last to leave; making sure the facility is left in the same condition as it was before entering.
  - b. The facility must be used only for the purpose that it was originally intended as set forth on the facility request form.
  - c. The group representative is responsible for communicating to the group members and for ensuring that group members understand and follow those guidelines and communications.
  - d. The group representative is responsible for reporting any personal injuries received by any group member while using district facilities. The group representative should contact the Building Office. If this happens on a Saturday or Sunday, then the representative must call first thing Monday morning.
  - e. The group representative is responsible for reporting any damage or theft to the building or equipment following the same guidelines. District personnel on duty should also be notified.
  - f. If a supervisor is on duty, the group representative should make himself or herself known to that person. If no supervisor is on duty, then you should make yourself known to the custodian on duty. The group representative is responsible for seeing that all debris is picked up from the area and that all is returned to the way it was prior to use.

3. The group representative should make a preliminary-use check of the facility prior to their use. If anything that will be used is damaged, contact the custodian/supervisor on duty.
4. All equipment used or moved must be returned to the proper place in original condition.
  - a. The group representative is responsible for knowing fire and tornado procedures for directing the group in the event of an emergency.
5. The renter assumes financial responsibility individually on behalf of the organization being represented for any part of the school or contents made available therein that may be damaged or stolen during the hours the building was in use by the organization.
6. The renter shall be liable for any and all loss, damage or injury sustained by any person resulting from negligence of the renter. The renter shall indemnify and hold harmless the school district from any and all loss, damage or injury.
7. The following specific regulations are to be maintained:
  - a. Food and beverages are permitted in designated areas only. Not allowed in Gyms or Auditorium.
  - b. The use of alcoholic beverages or illegal drugs in any form shall be prohibited from all school grounds.
  - c. All school buildings, grounds, and vehicles of the district are tobacco/nicotine-free. Persons failing to abide will be asked to leave the school premises. It is the responsibility of the renter to enforce this policy during usage.
8. Specific Room Regulations shall be as follows:
  - a. Auditorium- Groups requesting use of an auditorium will need to list in detail their equipment requests for auditorium use. Any required audio/visual technicians will be at the user's expense. The maximum number of people permitted in any school facility shall be restricted to the seating capacity indicated appropriate by the Fire Marshal. Absolutely no food/beverages allowed in the auditorium, without prior approval. Food/beverages will be allowed in the commons area.
  - b. Kitchens- Use of kitchens will be a building determination. Complete listing of kitchen needs must be provided prior to approval. Additional costs may be included, dependent upon needs.
  - c. Classrooms- Activities will be scheduled to appropriate classrooms. Teachers will be notified prior to community use to ensure storage of materials. Users will be expected to respect the teachers' and students' equipment, supplies, and materials. Users also will be expected to leave the classroom in the same condition as they found it.
  - d. IMC'S- Media Centers may be used for approved programs, meetings, and quiet study. Materials are not to be used or removed from the media centers. A media center supervisor may be assigned at the expense of the requester.
  - e. Gymnasiums- These rooms will be reserved for purposes and activities appropriate to the facility. The following guidelines are to be observed for gym use:
    - i. Gym shoes are required for participants in all sports and games
    - ii. Food and beverages are permitted in designated areas only.
    - iii. No dance enhancing products are to be used on gym floors
    - iv. No slam-dunking
    - v. No bouncing balls in halls or off ceilings
    - vi. No leaning into volleyball nets
    - vii. No wearing shoes that mark any floor, such as rollerblades, shoes with wheels, or cleats
    - viii. No climbing or playing on bleachers (Custodians will take care of moving the bleachers in and out.)
    - ix. No propping open doors (fire code)
    - x. No use of tape on the floor unless prior approval is received from building principal.

- xi. No pushing/pulling of tables, chairs, or other equipment across gym floors
  - xii. The facility must be returned to its original condition after use. (Do not push in/pull out bleachers)
  - xiii. Group Representative is responsible for following the Gym Usage Guidelines.
9. The primary purpose of equipment in a school is the education of students by District staff; however, the use of school equipment may be allowed. All requests are to be completed on the District Facility Scheduler.
    - a. Upon receiving specific request, the District will clear the availability and use through the local school building. A fee may be charged, dependent upon request.
    - b. The requester will be responsible for the supervision and operation of requested equipment. Any loss or damage to the equipment shall be the full obligation of the borrower.
  10. Children are not allowed to roam or play in halls. They are to be supervised by adults in all places and at all times.
  11. If special arrangements need to be made concerning keys the building office will notify the group representative as to where to pick them up and when. The group representative will be responsible for them and will be required to sign them in and out.
  12. Emergency Procedures
    - a. Weather related closings/cancellations
      - i. If school is cancelled for the day, dismissed early, or all PM activities are cancelled, all rentals/usage for that day are cancelled.
      - ii. If the weather takes a turn for the worst after school dismisses or on a Saturday or Sunday, the District may cancel all late afternoon, evening, or weekend activities.
    - b. Fire Alarm/Tornado Siren will be adhered to when sounded. During a fire alarm all participants in the building are REQUIRED to leave the building until the fire department, custodian, or building supervisor gives the all clear. Even if known that it is false alarm, participants must leave the building. If tornado sirens go off, then participants must take shelter in appropriate locations, marked on map of the school, which is located in each usage area. Failure to adhere to these guidelines may cause inability for future usage.
  13. Groups of similar nature (ex. Basketball teams) usage limits of facilities may be established.
  14. Any request can be denied by District administration.
  15. Notification of Change/Cancellation- All groups who do not show for their scheduled time and who do not notify the District of cancellation prior to their scheduled use shall be charged all costs of original contracted usage, including usage and personnel.

#### Additional Gym Usage Guidelines

1. Gym space can only be reserved 2 MONTHS in advance and only after all school teams and school related activities have been scheduled.
2. In-season activities get the first preference.
3. All youth organizations using the gym must have proof of insurance prior to usage.
4. Gym Equipment will not be provided without special permission from the building principals and additional fees.
5. Some activities MAY require custodial services, and a fee will be charged in those cases.

COMMUNITY USE OF SCHOOL DISTRICT BUILDINGS & SITES & EQUIPMENT  
FEES SCHEDULE

<b>Class A (Activity Scheduler):</b>	<b>School / Community Class</b>
I. School or District Affiliated Groups/Activities	
• School clubs, activities, athletics, boosters, PTO's, classroom activities.	
II. Roland-Story Youth Groups/Leagues - No charge if:	
• Participants are Roland-Story School District youth.	
• On school days when custodial staff is present or when building employees are involved to open/close facilities.	
• Group is responsible for trash, field maintenance, and supervision or custodial fees as needed.	
• Per request, are able to report financial information to board and/or district officials.	
III. Board approved community/district education activities, groups, and organizations.	
IV. Community social, civic, or service organizations sponsoring moneymaking activities with ALL proceeds directly benefiting the schools.	
V. Request for National, State and Local elections.	

<b>Class B (Internal Clients):</b>	<b>In District / Non-profit Clients</b>
I. In district and/or non-profit organizations, residents or businesses that serve the interests of Roland-Story Communities.	
• One-hour minimum charge and fee can be waived at school discretion.	

<b>Class C (External Clients):</b>	<b>Out of District / For profit Clients</b>
I. Out-of-district organizations. Private interest/sector groups, for profit organizations, higher-education institutions, and social groups.	
• One-hour minimum charge and fee can be waived at school discretion.	

<b>Fees (hourly)</b>			
	Class A	Class B	Class C
Auditorium	NC	\$20	\$30
Board Room	NC	\$15	\$20
Commons	NC	\$15	\$20
Classroom	NC	\$15	\$20
Library	NC	\$15	\$20
Wrestling Room	NC	\$15	\$20
Gymnasium	NC	\$20	\$30

<b>Additional charges for personnel costs are as follows and applied as needed:</b>	
I.	Building Supervisor: \$15.00/hour – Needed when building is closed or large activity.
II.	Custodial Staff: Custodian overtime rate.
III.	Technology Use: Charge depends on request.
IV.	Technician: \$10/hour – Needed to run sound/light board in auditorium
	** Fees may be adjusted or waived based on activity.
	** Custodian fees MAY be waived if they are also responsible for supervision.

COMMUNITY USE OF SCHOOL DISTRICT FACILITIES & EQUIPMENT APPLICATION FORM

Please refer to Policy 905.1 to determine the proper use of school facilities and equipment. Each entity is responsible for complying with the law, board policy and the administrative regulations.

Each entity must provide an Indemnity and Liability Insurance Agreement, Policy 905.1E2, prior to the use of school district buildings, sites, or equipment.

The facility use/rental application form is available on the district website. This application can also be obtained at the district's central office located at 1009 Story St., Story City, IA.

COMMUNITY USE OF SCHOOL DISTRICT FACILITIES & EQUIPMENT  
INDEMNITY AND LIABILITY INSURANCE AGREEMENT

The undersigned, hereafter referred to as "entity," states that it will hold the Roland-Story Community School District, hereafter referred to as "school district," harmless from any and all damages and claims that may arise by reason of any negligence on the part of the entity in the use of any facilities or equipment owned by the school district. In case any action is brought therefore against the school district or any of its officers, employees or agents, the entity will assume full responsibility for the legal defense thereof, and upon its failure to do so on proper notice, the school district reserves the right to defend such action and to charge all costs, including attorneys' fees, to the entity.

The entity agrees to furnish and maintain during the usage of the facilities or equipment owned by the school district such bodily injury and property damage liability insurance as will protect the entity and the school district from claims or damages for personal injury, including accidental death, and from claims for property damages which may arise from the entity's use of the school district's facilities or equipment whether such operations be by the entity or by anyone directly or indirectly employed by the entity. Each entity shall provide proof of liability insurance for a minimum of one million dollars combined/two million dollars aggregate (\$1,000,000 combined/\$2,000,000 aggregate) for bodily injury and property damage. Such insurance shall include the Roland-Story Community School District as an additional named insured in the policy carried by the entity as described above.

The entity will furnish the school district with a certificate of insurance acceptable to the school district's insurance carrier before the contract is issued.

Dated at Story City, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NAME OF ORGANIZATION

ROLAND-STORY SCHOOL DISTRICT

By \_\_\_\_\_

By \_\_\_\_\_  
Superintendent

Title \_\_\_\_\_

By \_\_\_\_\_  
Secretary

Address \_\_\_\_\_

\_\_\_\_\_