

GENERAL

The Board of Trustees shall have the responsibility for the care and keeping of all school buildings and the authority to open or close to outside use any or all properties belonging to the District.

The superintendent or designee also has the authority to reject any or all applications for rental or use of district facilities and equipment. The District reserves the right to refuse rental of any facilities at its discretion.

The superintendent is hereby authorized to determine the rental fees to be assessed for the usage of school facilities and equipment. In-kind services may be offered as payment in lieu of cash upon written request and the approval of the Superintendent or designee. These fees are attached as an addendum to this policy.

It is the intent of the Board that any rental fees or charges be uniformly applied with the exception of use by those entities which are otherwise exempt by contractual relationship (other governmental entities or subdivisions) by statute (universities, colleges, and senior organizations) or by joint powers agreements between governmental units/agencies executed as authorized by the statutes of the State of Idaho.

Adopted 05-16-05 Reviewed: 05-23-11 Revised: _____

Legal Reference: Idaho Code Section 33-506

PRIORITIES FOR USE

Groups or individuals, entities, persons, or associations using school facilities may be categorized as Class A, B, C, D, E, F, or G. Priority for use is in the order listed, with Class A having the highest priority. All users except use by the District or those governmental entities with whom the District has contracted shall be assessed appropriate fees and charges (addendum attached).

CLASS A: School District and district-related organizations:

1. Governmental entities with whom the District has entered into a written contract i.e. -Joint Powers Agreement;
2. School-related groups and organizations for the school students, i.e., P.T.A., p.T.a., Booster Club, etc;
3. Community education classes and activities related to such education classes when such education classes are supported by or sponsored by the State Department of Education or any of its branches or divisions or other public education institutions.

CLASS B: Youth organizations, local nonprofit chartered youth groups providing service to school age children from Coeur d'Alene School District 271

CLASS C: Civic/service groups

CLASS D: Local (in District) religious groups, i.e.-church activities

CLASS E: Local (in District) private interest groups

CLASS F: Non-local (out of District) religious groups, i.e.-church activities

CLASS G: Non-local (out of District) private interest groups

The foregoing Classes D, E, F, and G shall not be allowed prolonged or extended use. For the purposes of this policy, prolonged or extended use shall consist of any uses in excess of six (6) months period of time, whether intermittent or continuous during that six (6) month period of time.

1. No district facilities or equipment will be rented to any profit-making organization or individual for commercial use not directly associated with the schools.
2. The gymnasium and all classrooms rented are subject to special rules and conditions (See page 4 of 4).
3. School district equipment or property will not be provided for use to individuals or organizations unless such a provided use is part of an agreement for rental or use of district facilities. Nothing in this policy will prevent the school district from loaning equipment to other taxing units or other agencies in emergency situations.

4. The approved applicant must agree to:

Complete, sign and submit a District facility use agreement (Sample attached). This document is a legally binding agreement and facility use cannot occur until this form has been executed by the superintendent or designee including but not limited to the following terms:

- a. Applicant shall save and hold harmless the district from all claims relating to such use;
- b. Applicant shall assume full responsibility for all liabilities arising incident to occupancy or use; and provide a policy of public liability insurance for personal injury and/or property damage with the District named as an additional insured in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate. Such public liability insurance policy, or binder proving the existence thereof, shall be provided to the District seven (7) working days prior to the actual use proposed. Failure to provide such insurance shall result in immediate cancellation of use.
- c. Applicant shall repair or replace any damage to the facility or equipment incurred as a result of the use or rental of the district facilities.

SPECIAL REQUIREMENTS AND RESTRICTIONS ON USE

1. An extra hourly overtime rate may be charged for supervision and/or custodial services.
2. A cleaning deposit may be required at the discretion of the building supervisor or designee.
3. The following activities will not be allowed on district property
 - a. Consuming or using tobacco, alcohol, or drugs
 - b. Engaging in games of chance or any activities that suggest gambling or games of chance; or
 - c. Teaching or promoting of any activity that is intended to disrupt or damage the district.

Additional restrictions on use of district facilities and equipment:

- a. Any special decorations must be erected in a manner approved by the fire marshal and the District. Removal must be completed immediately following the function and the facility returned to its previous condition.
- b. The selling or consuming of food or drink in auditoriums, gymnasiums, or other sitting areas must be approved by the superintendent or designee.
- c. The use of any special equipment must be identified in the application and, if necessary, may require district personnel to operate. Full compensation for district personnel will be paid by the applicant.
- d. The applicant may be required to provide supervision and police security, as determined by the superintendent or designee.

The requesting organization or individual granted use must follow all policies, rules, and regulations of the board regarding the use of district property or facilities and the conduct-of persons in or on district property or facilities, whether now or hereafter adopted.

The use of the property or facilities shall no, in anyway, interfere with the operations of this District or any of the programs or activities of the District. If required for District purposes, it is understood that the right is reserved to withdraw or rescind the grant of the use of the property or facilities on short notice.

The board assumes no responsibility for properties left on the premises by the applicant. The board or its representatives will have free access to all rooms at all times.

Cafeteria kitchens may not be used without the employment of authorized District personnel for supervision purposes at the cost of the applicant.

RENTAL GUIDELINES

1. Managers of all facilities will adhere to District policy in regards to rentals.
2. Rental of recreational/athletic facilities shall be coordinated with the Recreational Facilities Coordinator.
3. Rentals of non-recreational space will be the responsibility of the building administrator.
4. Rentals may not be scheduled more than (6) months in advance.
5. There will be no usage of buildings informally. A facility use agreement has to be entered into.
6. Rentals will be secured on a first come, first serve basis (see number 4 above). In the event that more than one entity requests the same facility for the same time period, then the District will decide by lottery which entity (ies) will be able to secure the rental. They will be invited to witness the lottery drawing. They must meet all the rental requirements.

USE OF FACILITES

In accordance with the specific authority granted to the Administration by the Board of Trustees of School District 271, pursuant to policy, the Administration adopts the following rules/procedures in addition to those set forth in policy regarding facilities use:

SPECIAL GYMNASIUM RULES

A message to all coaches, supervisors, players, parents, and other persons using gymnasiums owned by School District 271.

Please respect the school gymnasium you are about to use. Discuss with all members of your group or organization the special gym rules listed below. The applicant assumes responsibility for the supervision of individuals attending the activity or program.

GYMNASIUM RULES

1. No eating or drinking in the gym.
2. No gum chewing.
3. Use only scuff-free gymnasium shoes on the hard gymnasium floors (it is suggested that said shoes be cleaned prior to use on the floors).
4. No muddy or wet shoes allowed on any gymnasium floor.
5. Students are to go home before game/practice time, unless the game or practice is directly after school.
6. Parents are free to arrange pick up directly after game/practice time, "No Loitering".
7. Sweep the entire floor clean after use
8. Flush toilets.
9. Turn off lights when closing.
10. Complete gym check list when finished.

SPECIAL RULES CONCERNING INSIDE FACILITIES USE

Please respect the facilities you are about to use. Discuss with all members of your group or organization the special rules listed below. The applicant assumes responsibility for the supervision of individuals attending the activity or program.

1. Flush toilets used.
2. Turn off lights when closing up.
3. Complete check list and/or check with building custodian when the activity is completed.

These basic rules are to be followed including any reasonable inferences which may be drawn there from regarding the preservation of capital facilities of the District.

Adopted 05-16-05 Reviewed: 05-23-11 Revised: _____

Schedule of Rental Fees for SD 271

Effective September 6, 2011

Request From: _____ **School:** _____

Requesting Dates: _____

Base Daily Rental Rates:	Capacity	Hourly Cost	Rate			
Classroom	0-25+	Per hour	\$ 25.00			
Multipurpose Room Class 1	0-25+	Per Hour	\$ 27.00			
Lakes, Canfield, Woodland, Skyway Ferman, Meadows, Atlas, CHS, LCHS Project, C.D.A. And Dalton						
Multipurpose Room Class 2	0-25+	Per Hour	\$ 25.00			
Borah, Bryan, Ramsey, Winton Hayden Kinder Center and Sorensen						
Auditorium (LCHS and CHS)	26-100+	Per Hour	\$ 30.00			
Gymnasium Class 1		Per Hour	\$ 27.00			
Lakes, Canfield, Woodland, Skyway Ferman, Atlas, CHS, LCHS, Ramsey Project, C.D.A. And Dalton						
Gymnasium Class 2		Per Hour	\$ 22.00			
Borah, Bryan, Winton, Meadows Hayden Kinder Center and Sorensen						
Play Fields, Ballparks	Class 1 see above	Per 4 hour	\$ 3.75			
	Class 2 see above	Per 4 Hour	\$ 1.25			
Computer Room/Lab		Per Hour	\$ 18.75			
Computer Set up/Services		Per Hour	\$ 31.25			
				Total Rental	\$	-

Staff Costs in Addition to Rental Rates:			# Assigned	Rate			
Custodian	Per Hour	\$		30.00			
Monitor	Per Hour	\$		15.00			
Other Required Staff	Per Hour	\$		20.00			
				Total Staff Cost	\$	-	

Equipment Costs:		Per Item/Per Day	# Used	Rate			
Chairs	\$	0.13		\$ 0.13			
Tables	\$	1.25		\$ 1.25			
Public Address/Audio Visual	\$	6.25		\$ 6.25			
Other	\$	3.75		\$ 3.75			
				Total Equipment	\$	-	

Damage Deposit (If Required)			
Commercial Use Fee	\$	-	
Other (Credit\$)			
Total Other Charges	\$	-	
Credit	\$	-	

Make check Payable to SD #271 **Total Facility Use Fee** **\$** **-**

CUSTODIAN CHARGES for "No Event" or "Event"

No Event (Practices) / **No** Custodian Fee

Event (large groups) / **Yes** Custodian Fee Added

Other ... TBD (To Be Determined) by District

Rates per Event (every event will be looked at individually / subject to change per Head Custodian)

0-50 group --- 1 hours custodial fee

50-100 group --- 2 hours custodial fee

100-200 group ---- 4 hours custodial fee

200 + group --- 6 to 8 hours custodial fee + security Guard Fee?



Coeur d'Alene School District 271
FACILITY USE AGREEMENT
 For September 1, 2011 – August 31, 2012

REV. SEP2010

IMPORTANT!

No event shall be scheduled prior to the District's receipt of the signed Facility Use Agreement and required certificate of insurance. These documents must be received by the District AT LEAST 2 WEEKS PRIOR to the event. 24 HOUR NOTICE FOR SCHEDULING AN EXTRA PRACTICE / EVENT IS NEEDED! Arrival time 5 minutes before scheduled time and departure 5 minutes after scheduled time.

Name of Requesting Organization	Today's Date
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Address	City	State	Zip
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Name of Requesting Organization's Delegated Representative	Daytime Phone	Evening Phone
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Representative's Email

Type of Requesting Organization

A. School District, District-related, Contracted Government
 B. Youth Group
 C. Civic/Service Group
 D. Local (In-district) Religious Group
 E. Local (In-district) Private Interest Group
 F. Non-local Religious Group
 G. Non-local Private Interest Group

"Non – Recreational" request please contact the school that you are requesting **Once you COMPLETE Agreement** -- Drop off at the school requested
"Recreational" request please call Todd Gilkey at 208-667-4500 or email ... tgilkey@cdaschools.org or fax completed agreement to Todd @ 208-664-5785

Name of School Requested for Use (e.g. Lake City High School)

Type of School Facility Requested

Auditorium
 Gymnasium
 Grounds/Field
 Classrooms - # of rooms: _____
 Other: _____

Date(s) of Use	Time(s) _____ (AM/PM) to _____ (AM/PM)
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Type of Event (e.g. meeting, basketball practice, church function, etc) – All use of school facilities must comply with District 271 Board Policy 910.

Please check services requested and attach a diagram of desired setup.

Registration Tables # _____
 Head Tables # _____
 Tables # _____
 Chairs # _____
 Easels # _____
 Extension Cords # _____
 Lectern # _____
 Overhead Projector # _____
 PA System

Please Note: Restrooms are available only for gym events. For all other events, requesting organization is responsible for providing their own portable restrooms, if desired.

Special Notes Regarding Event

THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ THOROUGHLY AND/OR CONSULT AN ATTORNEY.

If granted permission to use the above property or facility and equipment or services, if any, it is agreed:

1. **The requesting organization shall provide public liability insurance for personal injury and/or property damage in the amount of \$1,000,000.00.** The District will be named as additional insured on a certificate of insurance which shall be provided to the District with the submission of this Facility Use Agreement.
2. **Payment must be made prior to facility use.** If payment is not received prior to facility use, all scheduled events will be cancelled. Facility fees are nonrefundable, however, a credit will be issued to the requesting organization to use for future facility use if the District receives at least a 24-hour cancellation notice **in writing** through email or fax.
3. The requesting organization (and the undersigned officer, agent, or representative thereof, individually and jointly and severally with the organization) or individual, agrees (A) to pay for any loss or damages to person or property or claims therefore

resulting to or arising from the use of school property or facilities by such organization or individual (and those granted access to the facility thereby) when from an occurrence at the property or facility itself during such use, before or after such use, going to or from such use, in or about available parking areas, or otherwise, (B) to reimburse or hold harmless the District and Board of Trustees, and the members, agents, and employees thereof from any such loss, damage, or claim, including but not limited to, it's or their attorney's fees, and, (C) to pay any attorney's fees and costs paid or incurred by the District to enforce any obligations imposed under this paragraph or otherwise in the application.

4. The requesting organization or individual granted use (and those granted access to the property or facility thereby) will abide by all policies, rules, and regulations of the Board of Trustees regarding the use of school property or facilities and the conduct of persons in or on school property or facilities, whether now or hereafter adopted.
5. The use of this property or facilities will not, in any way, interfere with the operations of the District or the programs or activities of the District. If required for District purposes, or for an emergency closure, or if a violation of any rules or regulations occurs, which rules and regulations are incorporated herein, it is understood that the right is reserved in the District to withdraw or rescind the grant of the use of the property or facility on short notice.
6. The activities to be conducted within school facilities shall be designed to foster the attainment of positive educational, cultural, recreational, social or civic goals, and shall in no manner be directed to activities which involve or encourage the violation of local ordinances, state laws, or federal laws.
7. Alcohol will not be possessed, consumed, or brought onto school property or into school facilities.
8. Smoking on school property or in its facilities is prohibited by law and policy, and will not be allowed.
9. No improvements or structures will be constructed upon school property or in its facilities unless approved in writing. No stakes, moorings, or other objects will be placed in the ground or blacktop if such areas are to be used.
10. No posters, banners, or other informational signage may be attached to the walls, doors, or windows unless attachment does no damage (see also Policy KG (Advertising/Signage)).
11. School property, facilities, and equipment will be used in a careful and prudent manner so as to prevent any loss, defacement, or damage to them. Good order and discipline will be maintained.
12. No concessions or other items will be sold in or on school property or facilities unless approved in writing.
13. Within five minutes after the end of scheduled use, the property or facilities will be vacated and left in as good condition as when such use began. Unless payment is made for clean up and clean up is specifically requested, the property or facilities will be left in a thoroughly clean condition. Additional charges may result after the use of facilities (e.g., cleaning, damage, etc.) Performance of clean up by the District will not diminish any liability for damage.

I hereby make application for the use of the school facilities and/or equipment indicated on the facilities use application as the delegated representative of the organization indicated, or on behalf of myself, or the group I represent. I further represent I have personally read and understand all of the rules, conditions, and charges listed on this application and listed in the general rules and application policy/procedure. I personally assume responsibility for the proper conduct of individuals attending this function, invitees, or any person who shall attend, for the reimbursement to the Board of Trustees for any damages to school property, for the payment of charges for the use of said facilities and/or equipment, and I further agree to hold Coeur d'Alene School District #271 harmless from any and all claims, causes of action, or damages which may arise out of the use and activity of the user under the terms of this application.

Consistent with the terms of this Facility Use Agreement, the following documents are enclosed herewith (check which applies):

- Certificate of Insurance as required in Paragraph 1 Diagram of desired room setup, if applicable

Signature of Requesting Organization's Delegated Representative		Date
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Principal Signature	Date
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Recreational Facilities Coordinator Signature	Date
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Director of Maintenance & Facilities Signature	Date

FOR OFFICE USE ONLY

Total Fee Due: \$	Date Payment Received:
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Office use only: Insurance _____ Posted on SDR _____ Scan on SDR _____ Signatures _____ Sent Statement _____ A/P _____