

740 FACILITY UTILIZATION

I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the procedures to be used to grant access to district facilities by outside agencies or groups.

II. GENERAL STATEMENT OF POLICY

- A. District 917 will allow use of district facilities to eligible community, industrial or educational groups. These groups shall be engaged in educational, civic or recreational activities consistent with public school education or District 917 goals.
- B. Facility use by outside agencies will in all cases be scheduled so that on-going instructional programs of the district shall have first preference when requesting the use of district facilities.

III. PROCEDURES

- A. Outside agencies granted use of district facilities for various activities must be under adult supervision and must assume full responsibility for damage to district facilities. The agency shall agree to indemnify District 917 for any and all damage to school or other property arising from facility use. An occupancy agreement must be completed by both District 917 and the outside agency prior to rental of the facility (see enclosed attachment).
- B. Agencies or persons using District 917 facilities must comply with local and state fire and police ordinances regarding public assemblies. Additionally, agencies or persons using District 917 facilities must comply with district facility use regulations and procedures.
- C. The district administration has established a fee schedule, based on classification, for district facility and equipment use. The district administration may also establish scheduling timelines and procedures, and other administrative procedures as are necessary to regulate the use of facilities. The School Board shall approve any major modifications of these procedures.

ATTACHMENT A

INTERMEDIATE SCHOOL DISTRICT 917

OCCUPANCY AGREEMENT

THIS AGREEMENT is between the Board of Education of Intermediate School District 917 ("Licensor"), and _____ ("Licensee"), and is governed by Minnesota law.

1. **PERMITTED USE:** Licensor agrees to allow Licensee use of the following:

LOCATION:

DATE AND TIME:

DESCRIPTION OF ACTIVITY OR EVENT (Attach additional pages as necessary):

See Attached

Licensee expressly understands and agrees that this Agreement is not intended to and does not create a landlord-tenant relationship between the parties. Licensee is granted only a permit to occupy and use the space for the purpose and during the period identified above. It is specifically understood that the permission to use the space and the period of use are not exclusive to Licensee, and Licensor shall have the right to enter and use the space at all reasonable times for purposes of inspecting the same or for such other purposes as may be required by Licensor.

2. **FEE.** For its use of the space, Licensee agrees to pay to the Licensor a fee of \$ _____ which amount shall be payable to _____.

3. **CONTRACT ADMINISTRATION.**

Licensee's authorized agent: _____

Address: _____

Phone: _____ Fax: _____

Licensor's authorized agent: _____

Address: _____

Phone: _____ Fax: _____

4. **MAINTENANCE OF SPACE.** Licensee agrees to maintain the space in a reasonably clean and sanitary condition. After Licensee has completed its use and occupancy of the space, Licensor will inspect the space for damaged, missing or destroyed items, including fixtures, equipment and machinery. With respect to such damaged, missing or destroyed items, Licensor shall have the right, in its sole discretion, to either (1) repair, restore, or replace such items at its own cost, and submit an invoice for the same to Licensee, which Licensee agrees to pay within thirty (30) days thereafter, or (b) to require Licensee to repair, restore, or replace all damaged, missing or destroyed items to the satisfaction of Licensor all at Licensee's cost.
5. **RULES AND REGULATIONS.** Licensee agrees to honor and abide by all rules and regulations set forth by Licensor during its occupancy of the space, including complying with designated smoking areas.
6. **LICENSEE'S INSURANCE.** Prior to Licensee's occupancy of the space, Licensee shall provide Licensor with a certificate of general liability and property damage insurance naming Licensor as an additional insured and reflecting coverage to \$300,000 for death by wrongful act or omission, and to \$300,000 for any claimant in any other case, but not to exceed \$1,000,000 for any number of claims arising out of a single occurrence. Licensee shall maintain this coverage at its sole expense during its use of the space.
7. **HOLD HARMLESS AND INDEMNITY.** Licensee shall indemnify and hold Licensor harmless for any suits, actions or claims, whether formal or informal, direct or indirect, for injury, death, property damage or loss, including loss as a result of theft or misappropriation, made by or on behalf of any person or persons, or arising out of any work or thing done in or about the space or structures or equipment in the space when such has been authorized by Licensee, except as such injury, death or property damage or loss is attributable solely to Licensor's negligence as determined by a court of law. Licensee hereby assumes all responsibility for security throughout its occupancy and use of the space.
8. **MINNESOTA DATA PRACTICES ACT.** Licensee agrees to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.
9. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensee agrees that in occupying the space, it is responsible for complying with the Americans

with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act. Licensor IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. **AUDIT.** The books, records, documents, and accounting practices and procedures of Licensee relevant to this agreement shall be subject to examination by Licensor, the Minnesota Department of Administration, and either the Minnesota Legislative Auditor or State Auditor.
11. **NO ASSIGNMENT; AMENDMENTS.** Licensee shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of Licensor. All amendments to this Agreement shall be in writing and executed by a duly authorized representative of each party.
12. **CANCELLATION.** This Agreement may be cancelled by either party at any time, for any reason, upon seven days written notice to the other party.

1. LICENSOR

By (authorized Intermediate District 917 signature)
Title
Date

2. LICENSEE

By (authorized signature)
Title
Date

I. General Procedures

A. Requests by District Instructional Personnel, Student Groups, and School Organizations.

District facilities not directly assigned to an instructional program must be reserved by staff under the terms of this procedure. Use of facilities directly assigned to an instructional program must be approved in advance by the program supervisor's office.

1. Reserving Common Use Space (Dakota County Technical College)

Instructional personnel, student groups, and school organizations which wish to reserve common use space, must present the request to the Business Office.

B. Requests by the Public

1. Members of the public wishing to reserve facilities at ISD 917 must complete an application form available from the Business Office. The completed form must identify the responsible individual and be returned to:

Business Office
Intermediate School District 917
1300 – 145th Street East
Rosemount, MN 55068-2999
651-423-8229

2. The request will be reviewed to determine appropriate fees and conditions appropriate under these procedures, and approval or disapproval will be granted by the responsible authority.
3. Permit holder may not assign, transfer, sublet or charge a fee for the use of facilities.
4. All activities must be under competent supervision. Maintenance staff will supervise the operation of the facilities but will not be required to supervise the group or its activities.
5. All permits shall be revocable and shall not be considered as a lease. The school board or its authorized agent may reject any application or cancel any permit.
6. Furniture and equipment owned by the district shall not be moved or removed from buildings owned by District 917.
7. Prior approval must be obtained for any apparatus or other equipment to be moved into the building and same must be removed promptly so as not to interfere with the normal school program.
9. Organizations using the school facilities shall agree to indemnify the district for any and all damage by any person or persons attending the affair, and likewise the school district against any and all liability and any and all damages to any person or persons.
10. It is policy of District 917 School Board that no person may smoke or use tobacco products (1) in any building which is owned or leased by the School District; or (2) in any vehicle which is owned or leased by the School District.
11. The use of intoxicating beverages or liquors anywhere in or on the premises is prohibited.
12. All local and state ordinances and laws of the police and fire departments must be observed.
13. Any use of audio visual or other school district equipment must show item approval on the use permit.
14. Regular school activities and organizations of the school shall have first priority in the use of any school facilities.

II. Eligibility of Groups and Fees

District facilities are open to nonprofit community, industrial or educational groups so long as they are engaged in educational, civic or recreational activities consistent with public school education or District 917 goals.

Programs of the district shall have first preference to the time and use of facilities, and normally facilities will not be available to the public during any time classes are in session.

A. Classifications

For the purpose of determining fees, the following classifications are in force:

Class I

1. School-related staff, student, and parent groups. Examples: advisory committees, technical organizations, student clubs, employee organizations or unions.
2. Organized youth groups. Examples: Brownies, Scouts or 4-H.
3. Special meetings sponsored by local civic organizations which are of general interest, educational, open to the public, and no admission is charged.
4. Meetings sponsored by state or county agencies or units of state or local government.

Class II

1. Organized community groups when charging an admission fee, shall be contracted through the Business Office.

B. Fees Based on Classifications

Class I

1. No facility utilization fee will be charged.

Class II

1. Classrooms \$125
2. Computer labs \$175
3. Shop facilities \$225
4. Outdoor field space at Alliance Education Center \$150 per week