



Superintendent
Dr. Tyler Ream
324-2026

Business Manager
Janelle Mickelson
324-2007

**BOARD OF TRUSTEES
POLICY COMMITTEE MEETING
May Butler Center
55 South Rodney
Tuesday, November 3, 2020
Noon – 1:00 p.m.**

- I. INTRODUCTIONS**
- II. REVIEW OF AGENDA**
- III. GENERAL PUBLIC COMMENT**
- IV. REVIEW OCTOBER 6, 2020, BOARD POLICY MEETING MINUTES**
- V. PRESENTATION OF POLICIES FOR SECOND REVIEW:**
 - A. 5000 Equal Employment Opportunity and Non-Discrimination Policy
 - B. 5005 Sexual Harassment
- VI. PRESENTATION OF POLICIES FOR THIRD REVIEW:**
 - A. 3000 Equal Educational Opportunities Policy
- VII. PRESENTATION OF POLICIES FOR FIRST REVIEW:**
 - A. 4330 Community Use of School Facilities
 - 1. 4330P Community Use of School Facilities – Administrative Procedures
- VIII. SUPERINTENDENT OR BOARD COMMENTS**
- IX. ADJOURNMENT**

**NEXT MEETING:
Tuesday, December 1, 2020 - May Butler Center
Noon – 1:00 p.m.**



The Helena Public Schools educate, engage, and empower each student to maximize his or her individual potential with the knowledge, skills and character essential to being a responsible citizen and life-long learner.

Board of Trustees – Policy Committee Meeting

Tuesday, October 6, 2020

MINUTES - DRAFT

Attendees

Committee:

Libby Goldes, Committee Chair
John McEwen, Committee Member
Jennifer McKee, Committee Member

Others:

Tyler Ream, Superintendent
Josh McKay, Assistant Superintendent
Barb Ridgway, Chief of Staff
Janelle Mickelson, Business Services Administrator
Stacy Collette, Human Resources Director
Elizabeth Kaleva, District Attorney
Jane Shawn, HEA President

I. CALL TO ORDER / INTRODUCTIONS

The meeting was called to order at 12:04pm by Committee Chair, Libby Goldes.

II. REVIEW OF AGENDA

Ms. Ridgway clarified that Policies 3000 and 3005 would be presented for a second reading; 5000 and 5005 would be presented for a first reading.

III. GENERAL PUBLIC COMMENT

There was no public comment.

IV. REVIEW OF THE 9.1.2020 POLICY COMMITTEE MINUTES

The minutes were reviewed.

V. PRESENTATION OF POLICIES FOR SECOND REVIEW

A. Policy 3000: Equal Educational Opportunities

Ms. Ridgway reported no requested changes to the policy from the full board's first reading. Dr. Ream recommended adding Lines 8-16 – which referenced equal opportunity and non-discrimination – from Policy 5000 to this policy. The committee agreed to the addition and determined to forward the policy to the board for a second reading.

B. Policy 3005: Bullying, Intimidation, Harassment, Hazing Prevention and Reporting Policy
Ms. Ridgway reminded the committee that Policies 3000 and 3005 were the student policies pertaining to sexual harassment. Dr. Ream asked if emotional and mental harm could be included as creating a hostile educational environment and asked if the committee would like to discuss the additional language. Ms. Kaleva provided clarification that policy could be more stringent than the law – an instance could violate a district policy without violating statute. The committee discussed the potential inclusion and determined emotional and mental harm was implied in “a hostile educational environment,” so the policy would stand as it was.

Ms. Goldes asked if the policy applied to school events and activities. Ms. Kaleva answered the district had jurisdiction over students if the situation was related directly to school or was performed on a district device.

Ms. Ridgway asked the committee if they would like to include “All other complaints are handled through the district’s uniform grievance procedure” at the conclusion of Line 111. The committee agreed to add it. A few word choice revisions were requested by the committee, after which Ms. Goldes asked if the committee would like to forward the revised policy to the full board. The committee agreed.

VI. PRESENTATION OF POLICIES FOR FIRST REVIEW

A. Policy 5000: Equal Educational Opportunities

Ms. Kaleva told the committee the changes to this policy resulted from two supreme court cases over the summer and federal updates to Title 9. She added this policy also included language from Section 504, which now has a different grievance procedure than Title 9. Ms. Kaleva outlined the three grievance procedures: uniform grievance, sexual discrimination, and disability discrimination under ADA or Section 504. Ms. Kaleva said language also had been added to address retaliation.

The committee agreed to forward the policy to the full board for a first review with requested changes.

B. Policy 5005: Sexual Harassment

According to Ms. Kaleva, updates to this policy were the result of changes to federal laws; this policy applied specifically to staff. After a few editing questions and clarifications, the board agreed to forward the policy to the full board.

VII. SUPERINTENDENT’S REPORT / BOARD COMMENTS

Ms. Goldes said she would discuss future policies to be brought to the committee meetings with Ms. Ridgway. Ms. Kaleva added she felt it might be a good time to review the facilities series. The committee agreed.

VIII. ADJOURNMENT

Committee Chair, Ms. Goldes, adjourned the meeting at 12:51pm.

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3 PERSONNEL

4
5 Equal Employment Opportunity and Non-Discrimination

6
7 **As required by federal law, including but not limited to the Civil Rights Act of 1964, Title**
8 **IX, and Section 504 and the Americans with Disabilities Act and their regulations** The
9 District ~~shall~~ will provide equal employment opportunities **and will not discriminate in its**
10 **educational programs or activities, including in the area of employment, with respect** to all
11 persons, regardless of their race, color, religion, creed, national origin, sex, age, gender, sexual
12 orientation, gender identity and expression, ancestry, marital status, military status, citizenship
13 status, culture, social origin or condition, use of lawful products while not at work, political
14 affiliation or a mental, physical or sensory handicap, or by any other distinguishing characteristic
15 if otherwise able to perform essential functions of a job with reasonable accommodations, and
16 other legally protected categories. **For purposes of this policy, “sex” includes sexual**
17 **orientation and gender identity and expression.**

18
19 The District shall not retaliate against any employee for complaining about not receiving equal
20 employment opportunities or other unlawful discriminatory practices, participating in a
21 proceeding regarding the denial of equal employment opportunities, or otherwise opposing
22 discrimination.

23
24 The District will make reasonable accommodation for an individual with a disability known to
25 the District, if the individual is otherwise qualified for the position, unless the accommodation
26 would impose undue hardship on the District.

27
28 Persons who believe they have not received equal employment opportunities or have been
29 retaliated against should report their claims ~~to the Superintendent through the Uniform Grievance~~
30 ~~Procedure.~~ to the building principal or department supervisor. **Inquiries regarding sex**
31 **discrimination or sexual harassment may also be directed to the District’s Title IX**
32 **Coordinator, the Assistant Secretary for the U.S. Department of Education, or both.**
33 ~~Claims of sexual harassment or disability discrimination will be handled through the District’s~~
34 ~~Title IX and Section 504 and ADA.~~ **Sexual Harassment Grievance Procedures. Claims of**
35 **disability discrimination will be handled through the District’s Section 504 and ADA**
36 **Grievance Procedure.** All other claims will be handled through the Uniform Complaint
37 Procedure.

38
39 No employee or applicant will be discriminated against because he or she initiated a complaint,
40 was a witness, supplied information or otherwise participated in an investigation or proceeding
41 involving an alleged violation of this policy or State or federal laws. The District reserves the
42 right to take action against any individual who knowingly makes false accusations or knowingly
43 provides false information.

44
45 Retaliation against an employee who has filed a discrimination complaint, testified or
46 participated in any manner in a discrimination investigation or proceeding is prohibited.

47
48 Cross Reference: 1085 Uniform Complaint Procedure
49 Title IX **Sexual Harassment Grievance Procedure**
50 Section 504 and ADA Grievance Procedure
51
52 Legal Reference: 29 U.S.C. §§ 621, *et seq.* Age Discrimination in Employment Act
53 42 U.S.C. §§ 12111, *et seq.* Americans with Disabilities Act, Title I
54 29 U.S.C. § 206(d) Equal Pay Act
55 8 U.S.C. §§ 1324(a), et seq. Immigration Reform and Control Act
56 29 U.S.C. §§ 791, et seq. Rehabilitation Act of 1973
57 20 U.S.C. §§ 1681, et seq.; Title IX of the Education Amendments
58 **34 C.F.R. Part 106 Nondiscrimination on the Basis of Sex in**
59 **Education,**
60 Montana Constitution, Art. X, § 1 - Educational goals and duties
61
62 § 49-2-101, et seq. MCA Human Rights Act
63 § 49-2-301, MCA Retaliation Prohibited
64 § 49-1-102, MCA Freedom from discrimination
65 § 49-2-303, MCA Discrimination in employment
66 § 49-3-201, MCA et seq Governmental Code of Fair Practices
67
68 § 49-2-101, *et seq.*, MCA Human Rights Act
69 *Bostock v. Clayton County*, 140 S. Ct. 1731 (2020)
70
71 Policy History:
72 Adopted on: 8.13.2013
73 Revised on:
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2
3 PERSONNEL

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5 Sexual Harassment

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7 The District shall provide employees an employment environment free of ~~unwelcome sexual~~
8 ~~advances, requests for sexual favors, and other verbal or physical conduct, or communications~~
9 ~~constituting~~ sexual harassment as defined and otherwise prohibited by state and federal law
10 including Title IX and its implementing regulations, in the educational programs and activities
11 it offers, including the area of employment, volunteering and their party contractors.

12
13 Sexual harassment means conduct on the basis of sex that satisfies one or more of the
14 following:

- 15 (1) An employee of the District conditioning the provision of an aid, benefit, or service of
16 the District on an individual’s participation in unwelcome sexual conduct;
- 17 (2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and
18 objectively offensive that it effectively denies a person equal access to the District’s
19 education program or activity; or
- 20 (3) “Sexual assault” as defined in 20 U.S.C. § 1092(f)(6)(A)(v), “dating violence” as defined
21 in 34 U.S.C. § 12291(a)(10), “domestic violence” as defined in 34 U.S.C. § 12291(a)(8),
22 or “stalking” as defined in 34 U.S.C. § 12291(a)(30).

23
24 ~~District employees shall not make unwelcome sexual advances or request sexual favors or~~
25 ~~engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is~~
26 ~~made either explicitly or implicitly a term or condition of an individual’s employment; (2)~~
27 ~~submission to or rejection of such conduct by an individual is used as the basis for employment~~
28 ~~decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially~~
29 ~~interfering with an individual’s work performance or creating an intimidating, hostile, or~~
30 ~~offensive working environment. Sexual harassment prohibited by this policy includes verbal or~~
31 ~~physical conduct. The terms intimidating, hostile, or offensive include, but are not limited to,~~
32 ~~conduct which has the effect of humiliation, embarrassment or discomfort. Sexual harassment~~
33 ~~will be evaluated in light of all the circumstances. A violation of this policy may result in~~
34 ~~discipline, up to and including termination. Any person making a knowingly false accusation~~
35 ~~regarding sexual harassment will likewise be subject to disciplinary action, up to and including~~
36 ~~discharge.~~

37
38 Reporting

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40 ~~Employees who believe they are being subjected to sexual harassment by anyone connected with~~
41 ~~their work should report the matter promptly to their immediate supervisor or to the first level~~
42 ~~supervisor who is not involved in the alleged harassment or to the Helena Public School's Title~~
43 ~~IX/EEO officer.~~

44
45 Employees should report claims of sexual harassment to the District’s Title IX Coordinator and/or
46 use the District’s Title IX Sexual Harassment Grievance Procedures. All formal complaints about

47 behavior that may violate this policy shall be addressed through the District’s Title IX Sexual
48 Harassment Grievance Procedures.

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50 Initiating a complaint of sexual harassment shall not adversely affect the complainant's employment,
51 compensation, or work assignments

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54 Legal References: 42 USC § 2000(e) et seq. Title VII of Civil Rights Act
55 20 USC 1681 et seq Title IX
56 34 C.F.R. Part 106 Nondiscrimination on the Basis of Sex in
57 Education
58 § 49-2-101, et seq. MCA Human Rights Act
59 § 49-1-102, MCA Freedom from discrimination
60 § 49-3-201, MCA et seq Governmental Code of Fair Practices

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63 Cross References: Title IX Sexual Harassment Grievance Procedures

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67 Policy History:

68 Adopted on: 8.13.2020

69 Revised on:

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3 STUDENTS

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5 Equal Educational Opportunities

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7 Equal educational and extracurricular opportunities shall be available for all students without regard to race,
8 color, religion, creed, national origin, sex, age, gender, sexual orientation, gender identity and expression,
9 ancestry, marital status, military status, citizenship status, culture, social origin or condition, political
10 affiliation, mental, physical or sensory handicap, or by any other distinguishing characteristic and other
11 legally protected categories.

12
13 The District will not knowingly enter into agreements with any entity or any individual that discriminates
14 against students on the basis of sex or any other protected status. Any student may file a ~~discrimination~~
15 ~~grievance~~ **complaint** by using the ~~Title IX and~~ Section 504 / ADA Grievance Procedures for claims relating
16 to ~~sex or~~ disability discrimination, **the Title IX Sexual Harassment Grievance Procedures for claims of**
17 **sexual harassment**, or the Uniform Grievance Procedure for all other claims.

18
19 No student shall, on the basis of sex, be denied equal access to programs, activities, services, or benefits or
20 be limited in the exercise of any right, privilege, advantage, or denied equal access to educational and
21 extracurricular programs and activities **pursuant to Title IX and its regulations**. Any student may file a
22 sex equity complaint by using the District’s ~~Title IX~~ **Uniform** Grievance Procedures.

23
24 Inquiries regarding discrimination of any kind should be directed to the building administrator or District’s
25 Title IX Coordinator, who shall provide information and, if necessary, direct the individual to the
26 appropriate grievance procedures. Inquiries regarding sex discrimination **or sexual harassment** may also
27 be directed to the District’s Title IX Coordinator, **the Assistant Secretary for the U.S. Department of**
28 **Education, or both**. The District will annually publish notice of these rights to students and parents.

30 Legal References:	§ 49-2-307, MCA	Discrimination in education
	§ 49-3-201, MCA et seq	Governmental Code of Fair Practices
	20 USC 1681 et seq	Title IX
	42 USC § 12111 et seq.	Americans with Disabilities Act
	29 USC § 791 et seq.	Rehabilitation Act of 1973
	28 CFR 35.107	Nondiscrimination on the Basis of Disability in State and Local Government Services
	34 CFR 104.7	Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance
	<u>34 CFR Part 106</u>	<u>Nondiscrimination on the Basis of Sex in Education</u>
	10.55.701, ARM	Board of Trustees

43 Cross References:

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45 Policy History:

46 Adopted on: 2.10.2015

47 Revised on:

9.1.2020 Policy Committee – 1st Reading
10.6.2020 Policy Committee – 2nd Reading
11.3.2020 Policy Committee – 3rd Reading

9.8.2020 Full Board – 1st Reading
10.13.2020 Full Board – 2nd Reading

2 **SCHOOL / COMMUNITY RELATIONS**

3 **Community Use of School Facilities**

4 School facilities are available to the community for educational, civic, cultural, and other uses
5 consistent with the public interest, when such use will not interfere with the school program or
6 school-sponsored activities. The District requires that the use of school facilities for school
7 purposes has precedence over all other uses. Persons using school facilities must always abide
8 by the District conduct rules.

9 The Superintendent will develop procedures to manage community use of school facilities. Use
10 of school facilities requires the Superintendent or designee’s approval and is subject to the
11 adopted procedures.

12 Organizations wishing to use school facilities must complete a Facility Use Request form, pay
13 any fees and associated costs and provide proof of insurance if applicable.

14 Administration will approve and schedule the use of school facilities. A master calendar will be
15 maintained to avoid conflicts during the school year. Requests for use of school facilities must be
16 submitted in advance of the event.

17 The online District Facility Use Request form must be completed, signed, and submitted. When
18 the request is approved a contract will be created and sent to the originator. The completed and
19 signed contract must be returned to the Business Office before access to the requested facility is
20 granted.

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23 Cross Reference;

24 Legal Reference: § 20-7-805, MCA Recreational use of school facilities secondary Lamb’s
25 Chapel v. Center Moriches Union Free School Dist., 113 S.Ct. 2141
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28 Policy History:

29 Adopted on:

30 Revised on: 11.27.2018
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COMMUNITY RELATIONS**Rental and Use of School Facilities Administrative Procedure**

The Board of Trustees wishes to make School District facilities available to responsible community organizations, associations, and individuals for appropriate civic, cultural, welfare, educational or recreational activities that do not interfere with the delivery of education and the best interests of the School District. The Board is committed to ensuring fair and equitable access to all district facilities.

The Board of Trustees recognizes the investment that the community has made in the School District buildings and facilities and wishes for such buildings and facilities to be temporarily used under such provisions and control as the School District may see necessary to impose. To the greatest extent possible, citizens of the community should use School District facilities, so long as the educational programs of the School District are not hindered.

District facilities are not available for rent during district closed calendar days (See specific Official District Calendar for specific dates.). This includes all district observed holidays.

The administration shall be charged with the responsibility of coordinating and authorizing use of all grounds and facilities by groups other than those directly connected with the School District. The administration has developed the rules, regulations, and procedures for the use of facilities.

Priority for Use of District Facilities

The priority for the use of School District facilities is as follows and is in priority order:

1. School District Activities
2. Nonprofit Youth Activities
3. Other Nonprofit and Profit Activities

In rare instances a scheduled non-District event or activity may be rescheduled due to an unforeseen conflict with a District event. The District will make every effort to provide as much advance notice as possible to the Facility Use Contract holder.

Submitting Requests

All facility use requests must be initiated through the Helena Public Schools facilities rental website. Requests must be submitted at least ten (10) business days prior to the activity start date. Requests will be approved by the building principal and forwarded to the Maintenance Department for approval. The District Business Office will be responsible for developing all contracts which will outline all requirements and associated fees for the use of school-owned facilities.

The certificate of insurance listing Helena School District #1 as an additional insured and the IRS determination letter should be attached to the Facility Use Request when submitted online.

The maximum length of a facility rental request is 90 calendar days. After 90 calendar days a request for a facility may be resubmitted if the facility is available. A separate facility request form must be submitted for each facility.

Any questions regarding facility rental charges or the tier designation that a group has received may be directed to the District Facilities Coordinator at 406.324.2021.

Rental Fees and Other Associated Costs and Charges

The District Business Services Administrator will periodically review and revise as necessary rental fees and other associated costs based on the District's actual costs and other related factors.

The School District Business Office will collect deposits if applicable and invoice the user of school facilities on the basis of the fee schedule. There is a two-hour minimum charge for Tier 3 and Tier 4. A Session/Day Minimum Charge refers to 6 hours of use. Athletic equipment is not available for rental. PE equipment may be available at the discretion of the Building Principal. Generally, teacher classrooms are not available but can be approved at the discretion of the Building Principal. Requests for school classrooms should be discussed with the Building Principal first.

School spaces available for rent include gyms, common areas, and libraries. Auditoriums are also available for rent and may require additional fees including but not limited to; stage lighting and technician fees. Exceptions may be made by the building principal and/or the Facilities and Transportation Director.

ACTIVITIES SURCHARGE - All contracts include an annual \$30.00 surcharge per activity to help fund student activities and sports. This funding will supplement the Activities Department and will be used to purchase supplies and equipment for all students and activities including sports, debate, music, speech, cheerleading, dance, and other student activities. This fee cannot be waived or voided.

Custodial and Technology Fees

Tiers 2-5 may be subject to custodial and/or technology fees which will be determined when contracts are being prepared or an activity is being scheduled. These additional fees may also be assessed if more than one location is required for an event or an event involves more than 100 participants.

The use of school equipment such as computers, TVs, media equipment, sound systems, scoreboards, auditorium stage props, stage lighting, etc., shall only be permitted if included in the RENTAL OF SCHOOL FACILITIES REQUEST FORM and upon evidence by the applicant that such equipment is operated only by competent and trained personnel or someone hired from the School District.

Liability Insurance

The district requires groups to supply documented proof of liability insurance coverage with the district as a named insured in the amount of \$1,000,000 combined single limit per occurrence / \$1,000,000 annual aggregate for Tiers Two, Three, Four and Five.

Custodial Staff

A custodian or other authorized staff member who is not participating in the activity may be required to be on the premises when any group is using the school buildings. The cost of the custodian will be included in the final contract if applicable.

Keyless Entry

For some locations the District may issue a contract holder a keyless entry fob which is programmed to allow access to the building for the times agreed to in the rental contract. If a fob is misplaced or lost during the rental period please notify the Facilities Office at 406.324.2021 as soon as possible so the fob can be deactivated. This will prevent unauthorized access occurring under the contract renters name. Within five business days of the conclusion of the rental the fob must be returned to the District Facilities Office at 1201 Boulder Avenue. A \$10.00 fee will be charged for unreturned or lost fobs.

Rental Tiers

<u>Tier One:</u> Activity Scheduler for District Events and Activities	<u>Tier Two:</u> Non-Profit with NO Fees or fees LESS than \$200.00 per participant (e.g. Fee types: Participation Fee, Participant Registration Fee, Membership Fee, and/or Participant Donation Request)	<u>Tier Three:</u> Non-Profit with Fees greater than \$200.00 per participant (e.g. Participation Fee, Participant Registration Fee, Membership Fees, and/or Participant Donation Request Charged)	<u>Tier Four:</u> For Profit Events	<u>Tier Five:</u> Reciprocal Agreements – <u>Must have an MOU or contract on file with the Business Office</u>
No Insurance Required	Liability Insurance Required	Liability Insurance Required	Liability Insurance Required	Liability Insurance Required
No Mandatory Activity Fee	Mandatory \$30. Annual Activity Fee Required for each group or team	Mandatory \$30. Annual Activity Fee Required for each group or team	Mandatory \$30. Annual Activity Fee Required	Mandatory \$30. Annual Activity Fee Required
No Rental Fee	No Rental Fee	65% of Rental Fees Charged	100% of Rental Fees Charged	Fees may be negotiated if applicable
Example: Student Clubs, Activities and Athletic events, P.T.O. & HEF meetings & events	Example: Community Clubs, activities, sports teams, & events	Example: Kiwanis Community Clubs, activities, sports teams, & events	Example: Sports Camps, private service providers, etc.	Example: Varies

NOTE: Tiers 2-5 may incur custodial fees for activities or events occurring when there is no custodian on site (e.g. weekends).

Supervision and Maintenance of Rented Facilities

Sponsoring organizations and groups using facilities shall provide enough competent help and/or special supervision. The amount of adequate supervision shall be agreed upon at the time the contract is issued. Groups are expected to leave facilities in the condition in which they found them. Should the district find the facility in an unacceptable condition as a result of the rental,

1 the individual or group who signed the rental contract may be assessed a charge. Additionally,
2 the individual or group may also be denied access to district facilities in the future.

3 No functional alteration of the premises or functional changes in the use of such premises shall
4 be made without specific written consent of the District.

5 School property must be protected from damage and mistreatment and ordinary precautions for
6 cleanliness maintained. Groups shall be responsible for the condition in which they leave the
7 school facilities. In cases where school property has been damaged or abused beyond normal
8 wear, the same shall be paid for by the organization involved.

9 Groups that have been excluded from other community facilities because of damage will not be
10 allowed to rent District facilities.

11 12 ***Compliance with Applicable Laws, Regulations and Policies*** 13

14 School District facilities will only be rented to groups or organizations that agree to comply in all
15 respects with all applicable laws, statutes, regulations, ordinances and policies. In particular, that
16 neither it nor its employees or agents will refuse, withhold, or deny any of its services, goods,
17 facilities, advantages, or privileges because of race, color, religion, creed, political ideas, sex,
18 age, marital status, physical or mental disability, or national origin, and that it will not publish,
19 circulate, issue, display, post, or mail a written or printed communication, notice or
20 advertisement which states or implies that any of the services, goods, facilities, advantages, or
21 privileges offered by it while in School District facilities will be refused, withheld, or denied
22 because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental
23 disability, or national origin.
24

25 ***Alcohol, Drugs, Tobacco and Tobacco Innovations***

26 Alcoholic beverages, tobacco / tobacco innovations, and illegal narcotics (including medical
27 marijuana) shall **not** be permitted in school facilities or on school property at any time.
28

29 ***Property Damage or Loss***

30 All contract holders using school facilities shall hold the district and its agents free and without
31 harm from any loss, damage or liability of expense that may arise during, or be caused in any
32 way, by such use or occupancy of school facilities. In the event that property loss or damage is
33 incurred during such use or occupancy, the amount of damage shall be decided by the
34 Superintendent and the individual or group who signed the rental contract will be billed for said
35 loss or damage.

36 The use of the District's playing fields must be appropriate and compatible with each playing
37 field and its surrounding area, and appropriate rental rate schedules may apply. The use of
38 playing fields must not result in construction, damage or undue wear or pose a hazard to children
39 or others. Activities which endanger others or cause damage to fields and lawns are prohibited.
40 Should damage to fields or lawns occur, the Superintendent shall make a reasonable effort to
41 obtain restitution for any damage from the group or organization that signed the rental contract.
42

43 ***Reserved Rights***

44 Helena Public Schools (HPS) reserves the right to deny requests for facility use based on past
45 performance/compliance issues or a determination of organizational mission that is incongruent
46 with that of the Helena Public Schools. Additionally, HPS reserves the right to perform routine
47 risk analyses on facility use requests on a case-by-case basis and assess appropriate fees or
48 deposits on new or unique requests.

49 The Board of Trustees authorizes the Superintendent to make final decisions on use of school
50 facilities by any group.

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52 Procedure History:

53 Adopted on: 11.27.2018

54 Revised on: