COMMUNITY RELATIONS

Rental and Use of School Facilities Administrative Procedure

The Board of Trustees wishes to make 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 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 District buildings and facilities and wishes for such buildings and facilities to be temporarily used under such provisions and control as the District may see necessary to impose. To the greatest extent possible, citizens of the community use District facilities, as long as the educational programs of the 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 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 District facilities is as follows and is in priority order:

1. 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 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 (six) 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 Transportation Manager.

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 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

Tier One: **Activity Scheduler for District Events and Activities**	**Tier Two:** **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)**	**Tier Three:** **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)**	**Tier Four:** **For Profit Events**	**Tier Five:** **Reciprocal Agreements – Must have an MOU or contract on file with the Business Office**
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, the individual or group who signed the rental contract may be assessed a charge. Additionally, the individual or group may also be denied access to District facilities in the future.

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

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

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

Compliance with Applicable Laws, Regulations and Policies

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

Alcohol, Drugs, Tobacco and Tobacco Innovations

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

Property Damage or Loss

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

The use of the District's playing fields must be appropriate and compatible with each playing field and its surrounding area, and appropriate rental rate schedules may apply. The use of playing fields must not result in construction, damage or undue wear or pose a hazard to children

or others. Activities which endanger others or cause damage to fields and lawns are prohibited. Should damage to fields or lawns occur, the Superintendent shall make a reasonable effort to obtain restitution for any damage from the group or organization that signed the rental contract.

Reserved Rights

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

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

Procedure History:

Adopted on:	11.27.2018
Revised on:	2.09.2021
Reviewed on:	