

COMMUNITY RELATIONS

4210

Community Use of School Facilities

School facilities are available to the community for education, civic, cultural, and other non-commercial uses consistent with the public interest, when such use does not interfere with the school program or school-sponsored activities. Such facilities may also be used for the operation of a senior citizen center. Use of school facilities for school purposes has precedence over all other uses. Persons on school premises must abide by the District's conduct rules at all times.

Student and school-related organizations shall be granted the use of school facilities at no cost. Other organizations granted the use of the facility shall pay fees and costs. The Superintendent shall develop procedures to manage community use of school facilities, which shall be reviewed and approved by the Board. Use of school facilities requires the Superintendent's approval and is subject to the procedures.

Authorization for use of school facilities shall not be considered an endorsement of or approval of the activity, person, group, or organization nor the purposes they represent. To begin the process for approval, you must submit your [request online at https://www.sd272.org/district/facility-use-requests](https://www.sd272.org/district/facility-use-requests).

The administration shall review and may approve the various uses of the school facilities. A [master calendar](#) is available online for scheduling dates. Requests for use of the school facilities must be submitted in advance of the event to the Superintendent's office.

Proper protection, safety, and care of school property shall be primary considerations in the use of school facilities. All facility use shall comply with state and local fire, health, safety, and police regulations. All individuals using school facilities shall comply with District policies.

Legal References:	I.C. § 33-601	School Property - Real and Personal Property
	I.C. § 33-602	-Acquisition, Use or Disposal of the Same
	I.C. § 74-604	Use of School Property or Buildings for Senior Citizen Centers
		Public Funds Prohibited Lamb's Chapel v. Center Moriches Union Free School District, 508 U.S. 384 (1993).

Policy History:

Adopted on: August 13, 2007

Revised on: December 10, 2012

Revised on: May 8, 2018

Revised on: May 8, 2024

Lakeland Joint School District No. 272**COMMUNITY RELATIONS****4210F1**Fee Schedule for Community Use of School Facilities

	CAT I Per Hour	CAT II Per Hour	CAT III Per Hour
Classroom		\$40.00	\$45.00
Gym - Elementary/Middle Schools		\$50.00	\$55.00
Gym - High Schools		\$75.00	\$80.00
Cafeteria - Elementary/Middle Schools		\$50.00	\$55.00
Cafeteria/Commons - High School		\$75.00	\$80.00
Field - Elementary		\$40.00	\$45.00
Field - Middle School		\$50.00	\$55.00
Football Field - High School		\$75.00	\$80.00
Baseball Field - High School		\$75.00	\$80.00
Rotary Soccer Field		\$50.00	\$55.00
Tennis Court (Per Court) - High School		\$20.00	\$25.00

Additional Fees Per Hour	
Custodial	\$50.00
Open/Close Security	\$30.00
Technician	\$50.00
Outdoor Lighting	\$25.00

Other Fees:

- Garbage Fee - For large events (4+ hours. 100+ at event, and/or concessions) a garbage fee of \$75 will be charged
- Key Deposit - Refunded upon return of keys

- Key Card \$15.00
 - Inside Door Key \$50.00
- All tournaments will be charged at Category III

Cross Reference: 4210P Community Use of School Facilities - Procedures

Procedure History:

Adopted on: June 12, 2024

Revised on:

Reviewed on:

Community Use of School Facilities Form

RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR USE OF DISTRICT FACILITIES

For and in Consideration of the Lakeland Joint School District No.272 (hereinafter referred to as “the District” or “District”) permitting the undersigned, and their invitees and licensees, to use and be present at, in and upon, District facilities (including any any parking areas, restrooms, walkways and all other areas owned by the District and in any way associated with the facilities (cumulatively the “District Facilities”), the undersigned (personally and on behalf of the undersigned’s members, managers, employees, invitees, licensees, and any community, estate, heirs, next of kin, executors, administrators, assigns, insurers and personal representatives with respect to any of the foregoing (cumulatively the “Participant”)) hereby knowingly and voluntarily enters into this release, waiver and indemnity agreement.

1. The foregoing paragraph is incorporated herein by reference as if fully set forth in the binding terms of this Agreement.
2. **Acknowledgement and Assumption of Risks.** Participant affirms and acknowledges that Participant is aware of the inherent hazards and risks associated with the using and being present at the District Facilities, including but not limited to exposure to property damage, illness, emotional injury, loss, bodily injury, permanent disability and death. Participant understands and appreciates the nature of such hazards and risks and Participant assumes all risks inherent in Participant’s participation in the use of and presence at the District Facilities.
3. **Release.** Participant hereby releases, waives, discharges and acquits District, its board of trustees, directors, officers, employees, volunteers, representatives, agents and insurers (collectively the “Releasees”), and each of them, from and against any and all liability, claim (including claims for attorneys’ fees), damage, loss, injury, expense, cause of action, dispute and cost, whether known or unknown, foreseen or unforeseen, anticipated or unanticipated, which may arise from, occur during, or in any way relate to Participant’s use of or presence at the District Facilities, whether caused by the negligence of Releasees, or by any cause whatsoever, to the maximum extent permitted by law.
4. **Indemnity.** Participant agrees to indemnify, defend and hold harmless Releasees, and each of them, from and against any and all liability, claim, damage, loss, injury, expense, cause of action, dispute and cost (including payment of fees as incurred) which may arise from, occur during, or in any way relate to Participant’s use of or presence at the District’s Facilities, whether caused by the negligence of Releasees, or by any cause whatsoever, to the maximum extent permitted by law.

Liability Insurance and Damage

Prior to use of any District Facilities, Participant shall procure and prepay all premiums on a comprehensive general liability insurance policy issued by an insure

licensed to do business in the State of Idaho, which policy shall name the District as an additional insured. The limits of said policy shall not be less than the following amounts:

\$1,000,000 for injuries to, or wrongful death of, any one person in any one accident;
\$1,000,000 for injuries to, or wrongful death of, all persons in any one accident;
\$1,000,000 for damage to, or loss of property in any one accident.

Participant shall furnish to the District a certificate of insurance at least **10** business days prior to use of the District Facilities. Said certificate of insurance shall show compliance with this agreement and provide **30** days prior notice of cancellation to the District.

Damage: Participant shall be liable for any damage caused to District Facilities. The District, in its discretion, reserves the right to repair such damage directly and charge Participant for all costs/charges/fees associated therewith, or to require Participant to repair the same, in the most prompt and workmanlike manner such that the facilities are returned to their condition prior to use of the same by Participant.

Non-Assignability

This Agreement is not assignable by Participant without the express and written consent of the District.

Miscellaneous

This Agreement shall be construed pursuant to the laws of the State of Idaho. It is agreed that the State of Idaho is the place of the formation of this Agreement and that this Agreement constitutes the whole of the parties' understanding and may not be modified except as provided herein or by a writing signed by each party hereto. The individual signing below as an officer or a representative warrants that he or she has the actual authority to sign this Agreement on behalf of the Participant.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this day of , 20____.

Participant

Lakeland Joint School District No.272

Date

COMMUNITY RELATIONS

4210P

Community Use of School Facilities Procedures

A. Priorities for Use

Facilities are available for community use according to the priorities established by the Board of Trustees and outlined in this procedure. District functions and activities shall have priority over community requests for facilities, whether scheduled in advance or not. Community Groups, entities, persons, or associations requesting the use of school facilities may be categorized as category I, II, or III. Priority for use is in the order listed, with Category I having the highest priority.

Category I

- Governmental entities with whom the District has entered into a written contract known as a Memorandum of Understanding (MOU).

Category II

- School-related groups and organizations within the District that have organized for the purpose of promoting schools and conducting activities that directly benefit the students of the District (e.g., PTA, PTO, PTU, PTG, Booster Clubs, etc.)
- Chartered youth groups with 75% - 100% Lakeland Joint School District students (e.g., Boy Scouts, Girl Scouts, Camp Fire Girls, 4H, youth commissions, youth support groups, etc.) A participant roster must be submitted for verification.
- In-district youth athletic teams with 75% - 100% Lakeland Joint School District students. A player roster must be submitted for verification.

Category III

- City, county, and other public agencies with whom the District has not entered into a Memorandum of Understanding (MOU).
- Universities, Colleges, Community Education classes and activities (e.g., evening degree programs, etc.)
- Youth athletic teams with less than 75% Lakeland Joint School District Students (e.g. AAU Teams, Club sports teams, out of district park and recreational teams etc.)
- Authorized adult recreational clubs and teams (e.g., city recreational leagues, etc.)
- In-district community organization groups and civic/service organizations for activities that directly benefit the schools, district students, and/or in-district community (e.g., neighborhood groups, citizen concern groups, political caucuses, polling places, Rotary Club, Lions Club, Kiwanis, community development

groups, in-district community fundraisers, etc.)

- Other non-profit groups/organizations.
- Non-district fee-based events (e.g., sports, recitals, lectures, sports and musical entertainment, etc.)
- Profit-making activities (e.g., financial seminars, sales organization meetings, club sporting events or tournaments, adult tournaments or events, etc.)
- All other groups not listed above.

B. General Guidelines

- Approval for the use of facilities must be obtained from the District Office.
- No Facility Use Agreement may extend beyond the current fiscal year. The fiscal year is the first day of July and ends the last day of June.
- Any person or group, other than official school activities or Governmental entities with whom the District has a Memorandum of Understanding (MOU), must complete a Facility Use Agreement before using any of the District's facilities. Forms are available on the district website at <http://web.lakeland272.org/>. There are no exceptions to the written application process.
- All fees (including a key deposit, if applicable) must be submitted before the application will be approved. Payments must be made no less than ten (10) business days prior to rental. If additional charges are levied by the school or district, they are due within 10 days of being invoiced. For groups renting on an ongoing basis, payment for the first month is due within ten (10) days for the first month of use and monthly in advance of the use thereafter.
- All applicants for use of school facilities will hold the district free and without harm from any loss or damage, liability or expense that may arise during or be caused in any way by such use or occupancy of school facilities. Also, in the event that property loss or damage is incurred during such use or occupancy, the amount of damage will be determined by the district and a bill for damages will be presented to the group using or occupying the facilities during the time the loss or damage was sustained.
- Applicant shall 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. The Board reserves the right to require increased insurance coverage based on the facility use request.
- Keys and/or key cards with codes to buildings and locked fields may be issued when applicable. Prior to the issuance of any key/key card, the District must receive the payment of a refundable deposit and issue a key receipt. Keys and key

cards must be returned by the date specified on the key receipt, but not later than 10 days after the last scheduled facility usage. Any costs to change locks for the loss of a key may be assessed and billed to the applicant.

- Insofar as is practical, all meetings shall end in sufficient time to clear the building by the time established by the district. If the event goes beyond the time designated in the facility use agreement, additional charges shall apply.
- In the event a conflict should develop between a school function and a rental request, the district reserves the right to cancel the rental reservation by giving notice of cancellation to the applicant. Cancellation by the District can occur up to the day of the reservation. Any deposit made or funds received will be refunded.
- Renting organizations may cancel a contracted Facility Use Application by a written notice of cancellation delivered to the district office no less than forty-eight (48) hours in advance of beginning time. If unable to comply with the forty-eight (48) hours notice, all deposits and fees shall not be refunded.
- If a group does not show for facility rental, the district reserves the option of canceling future facility use agreements for that group. In addition, any costs incurred by the district upon a late cancellation or “no show” of a confirmed use must be paid by the lessee.
- During “peak” gymnasium use months, gym rentals may be limited for Category II, and III groups as it is the intention to provide gym time to as many groups as possible.
- The gymnasium and all classrooms rented are subject to special rules and conditions (as stated in Section E)

C. Timeline for Applications

- An application must be submitted to the District Office at least 10 business days prior to the scheduled event.
- Facility rentals, except seasonal rentals for gyms and athletic fields, are approved on a first come, first served basis in order of group category listed in section A. All facility rentals must include practice and game/event schedules prior to approval.
- Seasonal Rentals: Category I, II, and III groups may apply for gym and field rentals on a seasonal basis. All applications must be renewed annually. Seasonal applications will be accepted on the opening date or first business day following the opening date. All seasonal rentals must include practice and game/event schedules prior to approval. Acceptance of applications will end on the closing date or on the first business day following.

Sports Season	Months	Open Date	Close Date	Approval Date
Fall	Sep - Nov	March 1	March 21	April 1
Winter	Dec - Feb	June 1	June 21	July 1
Spring	March - June	September 1	September 21	October 1
Summer	July - August	February 1	February 21	March 1

All applications are held until the seasonal close deadline and then scheduled in the following order.

- a. Priority for facility use is by Group Classification as listed in Section A.
- b. Traditional indoor sports have priority over outdoor sports when scheduling an indoor facility.
- c. If all factors are essentially equal, the district may use a lottery to determine priority.
- d. Seasonal Rentals may be scheduled after the application window if space is available. These requests will be considered on a first come, first serve basis.

D. Expectations and Proper Conduct

- Alcoholic beverages, tobacco, narcotics, or other dangerous or illegal drugs shall not be permitted in District or school facilities or on District or school property at any time;
- Users shall not alter any facilities;
- 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 and all facilities shall be returned to their original condition upon completion of use;
- Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing and may be granted by the procedure by which permission to use facilities is granted. The user of school equipment must accept liability for any damage to or loss of such equipment that occurs while it is in use. No item of equipment may be used except by a qualified operator. No District equipment shall be removed for the premises for use by the non-district personnel unless otherwise provided for in policy. All equipment used must be thoroughly cleaned and disinfected by the user;
- No concessions or other items will be sold in or on school property or facilities unless approved in writing;

- Gambling is prohibited. Bingo and Raffle Exceptions: (1) Non-profit organizations; (2) Charitable organizations; and (3) Properly licensed bingo and/or raffles utilized for fundraising;
- The use of the District's facilities shall not be granted to any individual or organization if the individual or organization will use the buildings, grounds, or facilities for or to promote illegal activities;
- The requesting organization or individual shall provide supervision to ensure proper care and use of District facilities. At least one District employee must be on hand, paid for by the organization when, in the opinion of the Superintendent or designee, it is necessary to supervise the individuals and protect school property. The number of paid employees shall depend on the type of service, number to be served, and number of volunteer helpers.
 - No person shall be in any part of a building that has not been reserved;
 - Minors must be supervised at all times;
 - Video monitoring occurs and will be utilized to monitor misuse and assess damages to the requesting organization or individual;
- No posters, banners, or other signage may be attached to the walls, doors, or windows unless the attachment does no damage. Such items must be removed following the event and the facility must be returned to its previous condition;
- Decorations, such as balloons, confetti, streamers, silly string, glitter, and the like, shall require approval prior to being used in any facility. Such decorations must be removed following the event and the facility must be returned to its previous condition;
- Users shall not post any materials to walls, ceilings, floors, fences, etc. unless the District has approved the materials in advance of the use. No signage, other than that used for directional purposes may be used. Directional signage must be put up before and taken down after the event and is limited to the same day as the event;
- Users are expected to restrict their use and activities to the times and places requested/approved in their application for use.
- No animals may be brought into district facilities during facility use, except for required **service** animals.
- No school building or facility shall be used for any purpose which could result in picketing, rioting, disturbing the peace, or damage to property or for any purpose prohibited by law.
- No access to other rooms or equipment in the building shall be permitted unless designated by agreement.

E. Special Rules

Indoor Facility Use:

All coaches, supervisors, players, parents, and other persons using gymnasiums owned by the District are asked to respect the facilities they use. Any group or organization using the gym is directed to discuss the following expectations with each member of the group using the gym:

1. No eating, drinking, or gum chewing is permitted in the gym;
2. Only scuff-free gymnasium shoes may be used on the hard gymnasium floors.
It is suggested that shoes be cleaned prior to use on the floors;
3. No muddy or wet shoes are allowed on any gymnasium floor;
4. Students are to go home before game/practice time, unless the game or practice is directly after school;
5. Parents should arrange pick up directly after game/practice time. No loitering shall be permitted;
6. Sweep the entire floor clean after use;
7. Flush toilets; and
8. Turn off lights when closing.

Outdoor Facility Usage

The following applies to all District outdoor facility rentals:

1. The rental group shall be responsible for the full replacement cost of any facility or equipment damage.
2. Arrangements for keys for any rented facility must be made prior to the event by contacting the Activities Director.
3. The procedure for cancellation of outdoor events due to threatening weather and/or field conditions is as follows:
 - A. If field conditions are such that play is not recommended, the District shall notify the rental group as far in advance as possible that contests must be cancelled. Practice field rental will be substituted, if possible; and
 - B. If field conditions are such that on the day of the scheduled contests, the game field is excessively saturated, the District shall notify the rental group that the rental is considered cancelled and game fields are not to be used. Questions can be answered by calling the Activities Director, high school principal, or Superintendent (in that order).
4. All equipment items the rental group desires must be listed on the rental agreement.

5. Requests for night rentals will be reviewed on a case-by-case basis.

F. Fees

The Facility Use Fee Schedule is available in Policy 4210F1.

Fees/rental charges shall cover costs of wages of school personnel involved and utilities. The Board shall review this fee schedule annually. Fees may be waived by the Superintendent in consideration of services rendered by public institutions or nonprofit organizations in direct support of public school students or staff.

Fees will be invoiced and the sponsoring organization whose name appears on the application shall be held responsible for any and all damages to school property and equipment.

Right to Decline Use

The use of the school premises will be denied when, in the opinion of the Superintendent or the Board, such use may be construed to be solely for commercial purposes, when there is probability of damage or injury to school property, or when the activity is deemed to be improper to hold in school buildings, or if it conflicts with any federal, state, or local public health ordinance or District health policy or procedure.

G. Exceptions/unique situations

The District recognizes that it is not possible to address every situation or event in these procedures. As a result, the District allows for exceptions to be made on an individual basis, as determined by the specific merits of each situation. Requests for such exceptions must be addressed to the Superintendent or designee for evaluation and decision.

Facility Use Applications

When considering facility use applications, the following should be taken into consideration:

1. The activity should not interfere with the schedule of normal activities of the school or District;
2. The content of the activity should be reasonably appropriate in a school setting.
3. The event is not in conflict with the health and safety of the District or community and does not violate any federal, state, or local ordinance;
4. The user agrees to follow all health and safety protocols outlined by the District.

The event may not be held in support of or opposition to any candidate or ballot measure.

Procedure History:

Adopted on: June 12, 2024

Revised on:

Reviewed on: