

Kenyon-Wanamingo Public Schools Independent School District 2172

Addendum to School Board Policy 902



FACILITY USE PROCEDURES

Approved 8/26/2019

Revised 6/28/2021

For information, contact:

Kenyon-Wanamingo Public Schools – Facilities Scheduler
400 6th Street, Kenyon, MN 55946

Fax: 507-789-6104

Phone: 507-789-7015

Tobacco and Alcohol Free. Smoking and the use of tobacco, alcohol and controlled substances are prohibited. Use or the possessions of weapons is strictly prohibited. This includes all school buildings, grounds, and in all District vehicles.

K-W Facility Procedures

I. Philosophy

The Kenyon-Wanamingo Public School District's Board of Education recognizes that school facilities/property represent a highly valuable asset for the development and enrichment of both school and civic life of the community. Cooperation is pledged by the District in the promotion of activities, which appear to be in the best interest of the District and the community. It must be realized that there are costs involved in the use of facilities; and therefore, the following procedure is intended to deal with the use and expense in a fair and consistent manner.

II. Application Process / Fees:

All use of District facilities, before and after the work/school day, weekends, vacations and holidays will be scheduled through the facilities scheduler. To apply:

1. Become a facility requester by following the links at www.kw.k12.mn.us available under the Community Education tab – Facility Reservations. Once approved as a requester you can login and make your request online.
2. The District Scheduler must receive the completed Facility Use Request at least five (5) business days before requested date of use. Set-up times, district equipment and other needs must be requested at the time of application.
3. The Facilities Contract for categories 2-4 (page 6) must be signed and returned to the District Scheduler along with a Certificate of Insurance, if required at least one week prior to the event. Failure to do so may result in the cancellation of the rental.
4. Staffing costs are the responsibility of the user. Whenever a facility is used, and a school district custodian is not on regular duty, a School District custodian or a site supervisor shall be employed by the District, according to the existing schedule. To potentially avoid site supervisor or custodian fees, an activity may request an activity supervisor to be present for the duration of the event. The District reserves the right to require an approved site supervisor at the discretion of the Superintendent or his/her designee.
5. Contract fees are estimated and will be adjusted after the event for actual time and staff. Whenever necessary, the District food service provider shall be employed by the District and paid at user's expense, according to the existing pay schedule. For approved events, food prepared in the Family and Consumer Science Lab will be under the license of the food service director.
6. All fees are due 30 days after invoicing. The District reserves the right to require partial or full payment at the time the contract is signed.
7. Groups who have an outstanding bill will not be allowed to make another reservation until all past due fees are paid in full.

Cancellations: Notice of cancellation must be received by the Facility Scheduler at least two business days prior to the event. In the event notification is not received, user will be billed 50% of the estimated fee for staffing costs and facility rental.

III. Insurance and Indemnification

For Categories 2-4, a Certificate of Liability Insurance must be on file with the District Scheduler prior to the event. Submit Certificates to: Facilities Scheduler, Kenyon-Wanamingo Public Schools, 400 Sixth Street, Kenyon, MN 55946; email: abelcher@kw.k12.mn.us, or fax to (507)789-6104 / Attention Facilities Scheduler.

1. The applicant and/or organization/association renting facilities agree to reimburse the District for all damages to the rented facilities and/or the District's equipment resulting from the use of the applicant. The applicant will not be obligated to reimburse the District for property damage resulting from lack of maintenance or normal wear and tear. The applicant and/or organization/association renting District facilities agree to release, indemnify and hold harmless the District from any and all claims, demands, suits, actions or liabilities resulting from injuries or death to any persons, or damage or loss of any property, arising from the use of the facility unless occasioned wholly by any willful or negligent act or omission of the District. The Kenyon-Wanamingo Public School's Board of Education requires the applicant and/or organization/association renting the District facilities to furnish a Certificate of Liability Insurance in the amount of \$1,000,000/occurrence and \$2,000,000/aggregate which names the District as an additional insured.
2. The group in whose name the permit is issued, is required to assume full responsibility for bodily injury to any participants or spectators.

IV. General Statement of Policy

1. All District policies, local and state ordinances, laws and fire codes pertaining to the use of public buildings and facilities must be observed by all individuals/organizations using District facilities. Consideration for use of facilities is provided equally to all. The Kenyon-Wanamingo Public School District does not discriminate on the basis of race, color, creed, religion, national origin, sex, gender identity, marital status, sexual orientation, age, disability or status with regard to public assistance.
2. District employees are viewed as community members after normal business hours and therefore are subject to the Facility Use Policy and Procedures and any fees that are associated. No staff member may assume they have access to any building and/or space for personal use without a signed Facilities Use Contract.
3. The use of District facilities must be in the public interest. The District Board reserves the final right to deny the use of the facilities for just cause or when activities are deemed contrary to the purpose of District policies or public good.
4. Community use of facilities under this policy does not imply District sponsorship or endorsement of the activity, groups or organizations, nor the purposes they may represent.
5. Long-term leases of District facilities and certain on-going facility uses that occur on a regular basis may be assessed alternative fees as deemed appropriate by the District.
6. Facility use may be limited due to maintenance.
7. Complaints about a user will be reported to the Facilities Scheduler. The District will investigate and follow up as necessary. Violations of law will be reported to the proper authorities.

V. Rules and Guidelines for Use

These rules and regulations exist to protect the public's investment in District facilities. All groups using the buildings/grounds must observe the following rules. The Facility

Use Application must be signed by an adult (age 18 or older). By signing the rental agreement the user group agrees to abide by all of the rules and guidelines listed in this document.

General Permit Holder Responsibilities:

1. Local/state ordinances and laws pertaining to the use of public buildings must be observed. Gambling, alcohol, smoking and tobacco use or the possession of weapons or look-alike weapons, intoxicants and illegal chemicals in education district buildings or on school property, including school parking lots, is prohibited, except as allowed under the provisions of School Board Policy 501.
2. Organizations that use the facilities on an on-going basis will designate one contact person and one alternate contact with the Facilities Scheduler. These two contact people will be the only people allowed to schedule facilities on behalf of the organization.
3. Facility Use Permits are not transferable.
4. Printed promotional materials and media announcements for non-school sponsored activities/events must include the following disclaimer: "This activity/event is NOT sponsored by the Kenyon-Wanamingo Public Schools" and must clearly identify the name and contact information of the sponsoring group.
5. All facility rentals are subject to current district weather guidelines or direct district communication with the permit holder. Weather guidelines can be viewed on the district website <http://www.kw.k12.mn.us/>.

Space Related Responsibilities

1. Use is limited to those areas of the building that are specifically approved.
2. If food and/or drink are to be served, this must be indicated on the Facility Use Application and will be permitted only in designated areas. A food permit is required for selling non-commercially packaged food items. You must comply with the MN Department of Health Rules and Regulations pertaining to concession stand sales. When a school kitchen is used, a food service employee must be present and paid at user's expense, according to the existing food service provider's pay schedule.
3. Equipment brought in and its manner of use is subject to approval by District personnel and must be approved prior to your event. School equipment may be used if advance arrangements have been made with the Facility Scheduler. Charges for staff time and/or equipment use may be assessed, depending on the type of equipment and the extent of set-up and/or take-down needed. All school equipment may only be used on school district property.
4. All users must return the areas used to their original order/condition. Additional custodial costs for special set-ups or necessary clean up to prepare the facility for the regular school program will be assessed.
5. Classroom materials and information on bulletin boards, white boards will not be disturbed or erased. Classroom supplies will not be used. Teacher's desks will not be disturbed.
6. The use of fireworks and pyrotechnic special effects is governed by Uniform Fire Code Article 78 and applies to all district buildings and properties.
7. Decorations must be fireproof. Putting materials of any kind on floors, walls or parts of the building requires permission.
8. Abuse of school facilities, failure to abide by the scheduled time, failure to pay billed fees within 30 days, or lack of courtesy to school personnel may be cause for denial or

cancellation of future facility requests. Destroyed property or equipment must be replaced or repaired by the facility user.

9. In the event that one or more users are in a facility at the same time, each user will still be responsible for the fees specified on their individual permits.
10. Groups using district facilities must be in compliance with the Americans with Disabilities Act.
11. No users will be allowed to drive on any district fields without prior written permission. Vehicles are confined to streets and designated parking areas.
12. Building security requires all individuals to use designated entrances. Propping locked doors open or admitting access to the building through locked doors is strictly prohibited. Failure to observe security measures may result in the loss of future use of District facilities.

Supervision Responsibilities:

1. Competent adult supervision (18 years or older) must be provided by the group during the entire use. The permit holder will be held responsible for compliance of rules, general behavior and safety of group members. The adult responsible for the activity must remain with the group the entire time that they are in the building and must not leave until he/she is certain that all members of his/her group are out of the building and picked up by parents/guardians.
2. Any children or siblings of program participants must be under direct supervision of a parent or guardian at all times.
3. Custodian or site supervisor shall be responsible for the facility, but not the rental group or its activities.
4. No site/activity supervisor is required for practices on category 2 rentals.
5. Use of a volunteer site supervisor is allowed for events for categories 2 or 3. The site supervisor must be named prior to the event and adhere to all rules and clean up guidelines. The site supervisor must be someone other than the coach.
6. The district reserves the right to require a Site Supervisor for security and supervision for events if deemed necessary by the Superintendent or his/her designee.

Risk Management:

1. The applicant is liable for bodily injury and any property damage done to district facilities or property and will be assessed replacement or repair fees. Groups must furnish their own first aid kit. Automated External Defibrillators (AED) are available in each building.
2. No parking in fire lanes is allowed. Access for emergency vehicles must be maintained at all times. Violators will be ticketed and/or towed.
3. Posted capacity limits must be observed at all times. Additional chairs, tables, etc. are not allowed to block hallways or entrances/exits in any way.
4. The District is not responsible for the loss or theft of any personal items by individuals or groups using its facilities.
5. No latex balloons or other latex products are permitted.

VI. Scheduling Priorities and Categories

Applications for the use of facilities will be processed and scheduled in the following order:

CATEGORY 1:

- The District and their member school district sponsored activities: Refers to all PK-12 programs, extra and co-curricular activities and Community Education programs. School sponsored groups will not be assessed rental fees, but may be billed for staffing and additional operating expenses after an event.
- Open meetings of tax supported agencies (i.e. meetings relating to the government, ISD #2172, political caucus nights – as defined by State statutes, public hearings, and elections).

CATEGORY 2:

- Non-Profit youth and adult organizations within the K-W district, Including Booster Clubs, Boy Scouts, Girl Scouts, 4-H, Legion Baseball, J.O. Volleyball, Kenyon-Wanamingo Education Foundation and Kenyon-Wanamingo Athletics Hall of Fame.

CATEGORY 3:

- Non-profit youth and adult organizations outside of the K-W district – Including citizens and civic groups, faith-based organizations, and Wanamingo Jacks.

CATEGORY 4:

- For Profit organizations

Any potential renters or users not fitting any of the above classifications shall be given a rate determined at the time of reservation by the District.

***A competition court reservation consists of both half courts at a site.**

****See Community Education Brochure for Birthday Party rental information**

Individual contracts will be written for groups who use the facilities on a consistent and long-term basis of 10 weeks or more upon consultation with the Superintendent or his/her designee. The rate will be set by the District Board of Education. The general long-term rate is 50% of the hourly rate for all facilities.

VII. PERSONNEL FEES

Added to Reservation for Categories 3-4 per hour (Minimum charge of two hours).

- Food Service: Arranged with the Food Service Director or designee.

District programs have priority for facility use at all times. Occasionally, non-school scheduled activities may conflict with events planned by a district program. If a conflict occurs, every effort will be made to find an alternate facility for the non-district group.

Cancellations: Notice of cancellation must be received by the Facility Schedule at least two business days prior to the event. In the event notification is not received, user will be billed 50% of the estimated fee for staffing costs and facility rental.

VIII. BOOSTER CLUB AGREEMENTS

A. K-W Athletic and Wrestling Booster Club

The Booster Clubs (K-W Athletic and Wrestling) will pay \$1,000 annually for use of the K-W facilities. This will include “open gyms/fields”, games, camps and tournaments that are Booster Sponsored. (This could include things like youth sports, summer programs and Adult open gyms) The said Booster /sport will be responsible for the set up and take down of the facilities they are using. If there are additional costs such as additional custodial costs, Boosters will cover those costs as well. (If possible, the Booster will be made aware of additional costs before the event) The Booster sport using the facilities are aware of sports that are in season, and Community Ed (Tier 2) programs have priority of the facilities if there are any conflicts. *Note – Legion Baseball falls under the K-W Athletic Booster club. Legion baseball is actually K-W Knights baseball sponsored by the American Legion.

B. The J.O. Volleyball Booster Club will pay \$2,250 annually for use of the K-W Facilities. This will include all meetings, practices, “Open Gyms”, scrimmages and play dates that are put on by the J.O. Volleyball Booster. The said Booster/sport will be responsible for the set up and take down of the facilities they are using. If there are additional costs such as additional custodial costs, Boosters will cover those costs as well. (If possible, the Booster will be made aware of additional costs before the event) The Booster sport using the facilities are aware of sports that are in season, and Community Ed (Tier 2) programs have priority of the facilities if there are any conflicts.

K-W Facility Rental Fee Schedule

| Rental Fees by Category | Cost Basis | Category 1 | Category 2 | Category 3 | Category 4 |
|---------------------------|------------|------------|------------|------------|------------|
| | | 0% | 25% | 50% | 100% |
| Classrooms | Hourly | \$0.00 | \$1.50 | \$2.99 | \$5.98 |
| MS/HS Media Center | Hourly | \$0.00 | \$5.42 | \$10.84 | \$21.69 |
| ES Media Center | Hourly | \$0.00 | \$3.34 | \$6.68 | \$13.36 |
| FACS Room | Hourly | \$0.00 | \$3.36 | \$6.71 | \$13.42 |
| Conference Rooms | Hourly | \$0.00 | \$0.55 | \$1.10 | \$2.20 |
| Auditorium | Hourly | \$0.00 | \$10.00 | \$20.00 | \$40.00 |
| Stage | Hourly | \$0.00 | \$3.46 | \$6.92 | \$13.83 |
| Wanamingo Activity Center | Hourly | \$0.00 | \$4.05 | \$8.10 | \$16.20 |
| Kenyon Activity Center | Hourly | \$0.00 | \$7.71 | \$15.42 | \$30.84 |
| Old Commons | Hourly | \$0.00 | \$11.06 | \$22.11 | \$44.22 |
| New Commons | Hourly | \$0.00 | \$5.90 | \$11.81 | \$23.61 |
| Training Room | Hourly | \$0.00 | \$1.44 | \$2.88 | \$5.76 |
| Fitness Center | Hourly | \$0.00 | \$1.89 | \$3.78 | \$7.56 |
| Wrestling Room | Hourly | \$0.00 | \$6.25 | \$12.50 | \$25.00 |
| Elementary Gym | Hourly | \$0.00 | \$6.79 | \$13.58 | \$27.16 |
| West Gym | Hourly | \$0.00 | \$21.44 | \$42.87 | \$85.74 |
| East Gym | Hourly | \$0.00 | \$24.95 | \$49.91 | \$99.81 |
| Varsity Football Field | Hourly | \$0.00 | \$3.16 | \$6.33 | \$12.65 |
| Practice Football Field | Hourly | \$0.00 | \$1.72 | \$3.45 | \$6.90 |
| Recreation Fields | Hourly | \$0.00 | \$1.15 | \$2.29 | \$4.60 |
| Baseball/Softball fields | Hourly | \$0.00 | \$1.61 | \$3.22 | \$6.44 |