

**MIDDLETON SCHOOL DISTRICT #134
POLICY AND PROCEDURE MANUAL
SECTION 9000 – School Facilities**

LEASE/USE OF SCHOOL DISTRICT FACILITIES.....POLICY 9010

GENERAL REQUIREMENTS

The use or lease of District property requires the approval of the Superintendent (or his/her designee) or the respective School Administrator (or his/her designee) and shall:

- Be in the best interest of the District or respective school;
- Not interfere with the conduct of the District’s educational program and related activities;
- Require the users to abide by District policies and procedures; and
- Be denied if the function’s intent is to advance any doctrine subversive to State or Federal laws or to advocate social or political change by any violent means.

The District reserves the right to deny or cancel leases with an individual or organization if any of the above requirements are not met.

Reservations should be made thirty (30) days in advance of the date of use. The reservation is not confirmed until the full payment is received (along with your proof of insurance) for the rental of the facilities or an alternate arrangement has been made one week in advance of facilities rental. Payment for the facility lease must be rendered (in full) a minimum of ten (10) business days in advance of the scheduled event. Cancellations must be received in writing 5 business days prior to the event to avoid a loss of a refund. The total charge is subject to increase should additional services be required.

The Middleton Education Association and its representatives shall be allowed to use school buildings to discuss matters pertaining to Association Business with professional employees at reasonable times before and after school, scheduling such use in advance with the administrators of the school: provided that in any event such use shall not interfere with nor interrupt normal school operations, nor be in conflict with a previously scheduled activity. Use of the buildings by non-local organizations with which the Middleton Education Association is affiliated shall be arranged through the District’s regular leasing procedures.

The School Board shall make District property available for use by individuals or organizations that meet the requirements of this policy and administrative guidelines.

1. The Superintendent (or his/her designee) is hereby authorized to compute lease fees to be assessed for the usage of school facilities and equipment (using Procedure #910-P2).
2. The Superintendent (or his/her designee) or the respective School Administrator has the authority to establish priorities, determine frequency of use, grant or deny / reject any or all applications for the lease or use of District facilities and equipment.

3. The School Board allows individuals or organizations who wish to lease District facilities on a weekly basis, to do so for a period of three months at a time. The lessee must resolve any problems identified in each leasing period to the satisfaction of the Superintendent (or his/her designee) or the respective School Administrator prior to an extension of the lease.

4. Religious organizations may rent District facilities on a weekly basis:
 - During emergency periods, such as for repair of damage to the organization's building; or
 - For the purpose of organizing a new church (prior to building their own facility).

Because a long term use of District facilities may result in violation of the Establishment Clause of the United States Constitution, the District requires a religious organization to provide evidence of intention to relocate as a precondition of the lease. Such evidence might include, but not be limited to:

- Architectural plans for facility construction or renovation;
- Possession of a building site; or
- Construction of a facility in progress.

The Board allows a religious organization to rent a District facility for a period of twelve (12) months. Except in extraordinary circumstances, the Board may extend the lease beyond twelve (12) months only under the following conditions:

- The organization has commenced construction of its building; and
- A date is set for the termination of use of the District facility.

For religious organizations who wish to lease the District facilities occasionally [i.e. five (5) times or less during the year] the above requirements do not apply.

General Guidelines:

- a. Use of school buildings by non-district related groups requires a signed:
 - A signed Facility Used Form;
 - A Buildings and Facilities Waiver of Liability and Indemnity Agreement Form (holding the District harmless and defending any and all claims, liabilities, losses, actions, or causes of action that may be sustained to persons or property resulting from the occupancy and leasing of school buildings);
 - A Certificate of Liability Insurance (or a letter requesting a waiver) and

- A Facility Lease Agreement School Attachment if requesting the use of School Facility
 - A completed fee schedule (signature of acceptance)
- b. All requests for building use shall be approved (written signatures) by the Superintendent (or his/her designee) or the respective School Administrator (or his/her designee)
 - c. All requests for leasing of school facilities shall be addressed to either the Superintendent (or his/her designee) or the respective School Administrator (or his/her designee)
 - d. The Superintendent (or his/her designee) or the respective School Administrator (or his/her designee) has the authority to reject any or all applications for building use.
 - e. No facilities will be leased during regular school hours or while the respective school is in session (unless approved by the Superintendent or his/her designee).
 - f. A representative designated by the Superintendent (or his/her designee) or the respective School Administrator (or his/her designee) must be on the school property during the time of an approved term of use.
 - g. In the event the building (or any portion thereof), any fixtures or equipment located on the premises are damaged, sold, taken or destroyed as a result of the use of the building, the approved individual or organization will at his/her cost and expense repair and/or replace all such damaged or destroyed property. The amount of damages and acceptable method of restoration shall be determined by the Superintendent (or his/her designee) or the respective School Administrator (or his/her designee).
 - h. Approved individuals or organizations may not assign, transfer or sublet school facilities.
 - i. Approved individuals or organizations shall be responsible for the orderly and lawful conduct of all attendees.
 - j. Approved individuals or organizations shall be responsible for control of any media involved with their event (prior to, during and after the event).
 - k. Approved individuals or organizations shall not permit anything to occur in said facilities or bring or keep anything therein which shall in any way be in conflict with State and local fire, health, safety, police regulations, ordinances or allowing tobacco, alcohol, and/or illegal substances on school property.
 - l. No District equipment shall be leased or loaned for use off of District property.
 - m. The approved individual or organization shall be responsible for obtaining licensed, bonded and uniformed security guards for events exceeding two hundred fifty (250) attendees. The guard's primary duty shall be to protect the attendees and facilities.
 - n. The approved individual or organization shall not lease a building in excess of five (5) days annually, unless approved by the Superintendent (or his/her designee).

LIMITATIONS OF USE

- a. Teaching or promoting any theory or doctrine which espouses the use of violence or illegal activities is not permitted.

- b. Moneymaking activities of an unlawful or doubtful nature are not permitted.
- c. Student groups directly associated with the school to be used shall have priority for concession sales when buildings are leased.
- d. Food and drink are permitted in the cafeteria and kitchen areas only (none in the auditorium).
- e. Games of chance, or the use of any scheme or device, which encourages or suggests gambling are not permitted.
- f. No animals, with the exception of service animals, are permitted in school buildings or on school grounds.
- g. Tobacco, alcohol, and/or illegal substances or any person under the influence of such are not permitted on District property.
- h. Gymnasiums used for other than athletic events must have the floor covered/tarped for protection by District personnel only. A cost for covering and uncovering the floor will be charged. Participants must wear gym shoes whenever the floor is not covered.
- i. Hallways are not available for use for any reason other than as passageways without prior approval.
- j. Kitchens cannot be used without a school food service employee being on duty for the entire time the kitchen is open. The primary responsibility of the food service employee is to see that equipment is properly used for safety and sanitation. The food service employee may assist as needed, but the primary responsibility for preparation, service and clean-up remains with the leasing of the organization. The food service employee will check to see that storage areas, refrigeration and freezers are locked and that the kitchen is left in an orderly manner. Any damage to the kitchen equipment, facilities, or supplies and the repair and/or replacement will be charged to the lessee.
- k. Building use for non-school activities creates special problems related to custodial services. Custodians are District employees with full-time responsibilities and their services for leases must be charged for, at a predetermined rate.

#

POLICY & PROCEDURE REFERENCE:

9010-P1 Facility-Equip Lease Form
9010-P2 Facility Fees
9010-P2a Facility-Equip Payment Tracking Form
9010-P3 Facility Lease Agreement School Attachment
9010-P4 Building & Facilities Waiver of Liability Agreement

LEGAL REFERENCE:

Idaho Code Section 33-601(7)

~~REVISED:~~ ~~08/02/82~~

REVISED: 10/96

REVISED: 07/08/03 (Implementation July 2003)

REVISED: 08/10/04

REVISED: 06/27/11

REVISED: 12/10/12