901 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

The school board encourages maximum use of school facilities for community purposes, if in its judgment, that use will not interfere with use for school purposes.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

A. The Community Education Office shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.

B. Procedures for providing publicity, registration and collection of fees shall be the responsibility of the school district administration/Community Education.

C. Registration fees may be structured to include costs for custodial and kitchen services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate.

B. Request for use of school facilities by community groups shall be made through the Community Education Office.

B. A rental fee schedule and payment policy shall be presented for review and approval by the school board. (See Addendum 1B for procedures for rental of school buildings and equipment.)

C. The school board may require a rental fee for the use of school facilities. Such fees may include the cost of custodial, supervisory, and kitchen services if deemed necessary. It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approved by the school board. The administration will present recommended procedures for the processing and review of requests to the school board. Upon approval by the school board, such procedures shall be an addendum to this policy.

D. Youth Sports Camps, Leagues, and Related Activities

1. Youth sports programs may be offered using district facilities under the following provisions of the existing policy:
a. That current priorities of 1) K-12 programs and 2) Community Education Activities are adhered to.

b. That proof of insurance is provided, and/or the parties sign an indemnification clause holding the District harmless for actions arising from the use of the facility.

2. In those situations where camps/programs are offered on a fee basis, where a profit is made by a group or individual, and/or where the school district serves as fiscal agent for the project, the current policy regarding rent-free use will only apply when the following conditions are met:

a. The program is endorsed by a local sports booster group, the booster group provides proof of insurance, and the booster group serves as fiscal agent in terms of collecting all fees and paying all bills associated with the program; or

b. The program is managed by a Cloquet School District employee and has been approved by the building principal in the building where the activity will be held or by the Cloquet High School Activities Director. In this case, it shall be the responsibility of the individual approving the program to arrange for fiscal management of the program through appropriate district or building activity accounts.

If any of these conditions are not met, the following parameters will apply:

a. Independent groups or individuals interested in sponsoring a sports camp or program must provide proof of insurance. Scheduling of these events will only occur after schedules for school-sponsored, Community Education-sponsored, and Booster Club-sponsored events have been established.

b. Facility rental rates established in the district rental policy will apply.

E. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries. The following groups (must be a majority of district residents) will receive free use as long as the activity does not result in added costs to the school district; 4H Club, Boy/Girl Scouts, school staff parties (sponsored by the school, not for private use), students for school-sponsored activities, youth sports, and tax supported agencies for conducting of agency business as long as no fees are charged. Groups not eligible for free use will be charged according to the fee schedule included in the addendum attached to this policy. Also see addendum to this policy for use of the kitchen, gym, pool, track, and auditorium facilities. Renters are expected to sign a renter’s list of responsibilities prior to the use of the facility.

VII. EVENING AND WEEKEND USE OF FACILITIES FOR SCHOOL-RELATED EVENTS

General Activities
Overtime costs associated with school-sponsored events will be assumed by the school district general fund (i.e., school carnivals, fine arts programs, awards banquets, class-sponsored dances, and tournaments involving school district-sponsored teams). Season ending events, including booster group potlucks, end-of-the-year parties, play cast parties, etc., will be charged for overtime cleanup costs when events exceed regular custodial hours of 2 hours or more.
District Coaches and Advisors
The activities director and/or building principal may authorize coaches and advisors, who are employed by the school district, to use the building during irregular evening hours, on weekends, or on days during which school is not in session. The following stipulations will apply.

1. The coach/advisor will be on the premises prior to arrival of the students and remain on the premises until all of the students have left.

2. The coach/advisor will take steps to secure the building while the activity is taking place, and following the activity the coach/advisor will inspect all outside doors to make sure they are secure.

3. The coach/advisor will make sure that the area they are using is left in neat order and that any facility problems are reported to the building administrator as soon as practical. Any emergency or immediate needs pertaining to the building should be reported immediately to the activities director, building principal, director of buildings and grounds, or superintendent. A call sheet will be developed and on hand for these kinds of notifications.

Community Education
The community education director may schedule, in cooperation with the building administrators and buildings and grounds director, child care during days when school is not in session. The community education director will determine, after consulting with the director of buildings and grounds, what custodial services will be needed.

At the very least, the following schedule will pertain to custodial needs for community education child care during those times.

1. The program supervisor will be responsible for unlocking the doors and securing the building during the scheduled time.

2. Normal care and maintenance of the facility will be taken care of or delegated by the program supervisor as on any normal day.

3. The buildings and grounds director or other school administrator will check with the part-time cleaners to see if any of them want a two-hour assignment to clean and secure the facility following the activity. Note this cost will be borne by community education.

4. Any facility problems should be reported to the community education director or building administrator as soon as practical. Any emergency or immediate needs pertaining to the building should be reported immediately to the building principal, director of buildings and grounds, head custodian, or superintendent. A call sheet will be developed and on hand for these kinds of notifications.

5. If no part-time cleaner is available for this assignment, the community education director can make this assignment to one of his/her staff, or the buildings and grounds director/school administration may hire a substitute cleaner. In any case, the outside doors of the building must be checked, and the building must be secured.

VIII. USE OF DISTRICT EQUIPMENT BY DISTRICT STAFF, OR STUDENTS FOR NON-SCHOOL ACTIVITIES
The Cloquet Public School District Board of Education believes that equipment and materials purchased for instructional programs shall be used exclusively for instruction and/or to promote education in the schools.

Equipment and materials shall not be removed from school premises and used in non-school-related activities or for private gain. Exceptions to this policy may occur only when a request is made to use school equipment or materials for a school-related program or to use such equipment and materials by a nonprofit community agency.
or organization that has provided previous assistance or support to the schools. In such cases, both the principal at the school concerned and the Superintendent or his/her designee must approve the use.

Students may be allowed to use certain technology devices owned by the school system outside of the regular school day and remove such devices from school premises pursuant to the policies and procedures of the Cloquet Public Schools. For the purposes of this policy, a technology device includes, but is not limited to, a computer, laptop, mobile device, eReader, iPad, PDA, or other specific technology device used within the school system to enhance instruction. Principals will be in charge of enforcing this policy section for their schools.

Staff members may remove equipment and materials from school premises under the condition that such properties are job-related and/or contribute to improving instruction. Rules and regulations regarding the off-premise use of equipment and materials by staff members are included as an Employee Equipment Use Contract. Employees using school equipment will check out such equipment through the school office or media center using the appropriate form/contract included, as approved by the superintendent.

Anyone using borrowed school equipment or materials is responsible for the items and shall pay the Cloquet Public Schools for replacement costs or the actual cost of repairs or damage incurred during the course of its use.

**Legal References:**
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Access for Noncurricular Purposes)

**Cross References:**
MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA/MASA Model Policy 901 (Community Education)
Per Board policy, the following form MUST be filled out when any school or district owned equipment is taken off District premises.

The Property Custodian must keep a copy on file at the school or department. Another copy should be retained by the employee. Internal school or department forms are not accepted as a substitute for these forms. All property borrowed/assigned from the District is required to be returned during the site’s annual physical inventory audit or if an employee goes on a Leave of Absence. All equipment use contracts must be renewed annually.

**Agreement:**

1. All employees who borrow or are assigned District property must complete this agreement when tangible property leaves any District site.
2. The Borrower must be an employee of the District.
3. The property is for school/district business only. It is not for personal use, and private purpose or gain is prohibited.
4. The Borrower agrees to accept full responsibility for equipment and agree to reimburse the School Board full repair cost or any damages or replacement cost for theft or loss incurred through employee negligence. Negligence is defined as: failure to exercise the care that a reasonably prudent person would exercise in like circumstances.
5. The Borrower agrees to be the sole user of this equipment.
6. The Borrower agrees to return the property on or before the date specified below. Failure to return the property on or before the date specified may result in demand for reimbursement of the replacement value.
7. The Borrower agrees to return the property at any time when asked to do so by the Property Custodian.
8. Upon termination of employment, all CARLTON COUNTY School Board property MUST be turned in to the Property Custodian. Failure to do so will be considered a theft and a police report will be filed.

**Procedures:**

1. Any employee using District property must use all reasonable precautions to protect such property in their sole care, custody and control.
2. Particular care must be given to safeguarding property during the storage and transportation of such property. Over holidays, evenings and weekends, property must be secured properly.
3. If district property is stolen from an employee’s home or vehicle, the employee may file a claim for recovery from their insurance company; any amount not recovered through insurance is the employee’s responsibility.
4. Special attention must be paid to highly desirable and easy to remove property such as laptop computers, cameras and other technology items. Personnel should maintain direct possession and control of this property while on district premises. Property must not be left in an unsecured conference room, classroom, office, or storage area.
5. The police must be notified immediately upon becoming aware that property has been stolen or damaged. Lost property must also be immediately reported to the Property Custodian.

**Instructions:**

1. Complete the form below.
2. The “scheduled return date” (4) must not be later than the end of the school or fiscal year, as appropriate.
3. When the equipment is returned, be sure to complete the Date Returned section.
4. If the equipment will travel daily with the employee, please note in section (5).
5. Get an approval signature from Property Custodian prior to the release of equipment to the employee.
The Agreements and Procedures listed on Page 1 will establish responsibility of employee(s) who borrow or are assigned Cloquet School District property.

School/Department Name: _______________________________________________________________________________

I (print name) __________________________________________, have the following equipment in my possession:

Item (make & model): ______________________________________________________________________________________

Property Tag No., if available: ___________________________ Serial No.: _______________________________________

Date/Time Removed From District Property Location: __________________________________________________________

Scheduled Return Date: ______________________________________ Actual Return Date: ____________________________

Verified Principal or Designee: ___________________________________________________________________________

Reason for Employee Equipment Use: ______________________________________________________________________

Address/Phone No. where equipment will be primarily located while in the employee’s possession:

Street: ___________________________ City, State, Zip code: __________________ Phone No. _________________________

1. I UNDERSTAND THE ABOVE EQUIPMENT IS THE PROPERTY OF THE SCHOOL BOARD OF CARLTON COUNTY, AND I HAVE A DUTY TO SAFEGUARD THE EQUIPMENT AT ALL TIMES WHILE IN MY CARE.

2. I UNDERSTAND THAT SURGE PROTECTION IS REQUIRED ON ANY ELECTRICAL EQUIPMENT AND I AM RESPONSIBLE FOR USING THIS PROTECTION.

3. I UNDERSTAND THAT IF THE EQUIPMENT IS LOST OR STOLEN WHILE IN MY CARE, CUSTODY AND CONTROL, I AM RESPONSIBLE TO FILE A POLICE REPORT WITH THE APPROPRIATE AGENCY, AND PROVIDE A COPY OF SUCH REPORT TO THE PRINCIPAL/DESIGNEE.

4. I AGREE TO RETURN THE ABOVE EQUIPMENT IN THE SAME CONDITION IT WAS IN UPON CHECKOUT AND AGREE TO PAY FOR REPLACEMENT DUE TO LOSS OR DAMAGE BEYOND REPAIR THAT MAY OCCUR WHILE IT IS ASSIGNED TO ME. REPLACEMENT COST IS CONSIDERED THE COST TO PURCHASE NEW EQUIPMENT.

5. I AGREE TO USE THE EQUIPMENT FOR SCHOOL BOARD PURPOSES ONLY, AND UNDERSTAND THAT I WILL BE RESPONSIBLE FOR INJURY OR DAMAGES CAUSED BY ANY INAPPROPRIATE OR UNAUTHORIZED USE OF THIS EQUIPMENT.

6. I HAVE READ THE CARLTON COUNTY SCHOOL BOARD POLICY AND UNDERSTAND THE LOST/STOLEN/DAMAGED REPAYMENT PLAN, SHOULD THIS EQUIPMENT BE LOST, STOLEN OR DAMAGED DUE TO NEGLIGENCE WHILE IN MY CUSTODY OR CONTROL.

7. I WILL NOT BE HELD RESPONSIBLE FOR ANY REPAIRS RESULTING FROM NORMAL AND ORDINARY USE OF SUCH EQUIPMENT.

8. I UNDERSTAND I CAN CHOOSE TO OBTAIN, AT MY OWN EXPENSE, A RIDER TO MY HOME OWNER’S OR RENTER’S INSURANCE FOR THE PURPOSE OF COVERING THE COST OF THIS EQUIPMENT.

SIGNED BY EMPLOYEE: ___________________________ DATE: ___________________________

PRINT NAME: ___________________________ APPROVED BY PRINCIPAL/DESIGNEE: ___________________________
HOLD HARMLESS AGREEMENT

To be eligible to receive equipment for home use, the borrower must sign the Hold Harmless Agreement on the reverse side.

HOLD HARMLESS AGREEMENT

INDEMNIFICATION: The BORROWER shall indemnify and hold harmless the CLOQUET SCHOOL DISTRICT, its agents and employees from and against all claims, suits, actions, damages or causes from action arising from personal injury, loss of life or damage to property or both, resulting directly or indirectly from the use of School District equipment.

All property borrowed/assigned from the District is required to be returned during any of the site's federal, state, or local inventory or audit or if employee goes on a Leave of Absence. All equipment use contracts must be renewed annually.

Signature of Borrower: ________________________________

Date: ____________________

CLOQUET PUBLIC SCHOOLS USE OF FACILITIES OUTSIDE THE SCHOOL DAY BOOKLET

Copies are available at these locations:

- Central Administration Office
- Community Education Office
- Website:  www.cloquet.k12.mn.us
EVENT NAME: _______________________________________________________________________________________

CONTACT PERSON: __________________________ STAFF: ___ ORGANIZATION/GROUP: _________________________

ADDRESS: ________________________________________________________________________________________

E-MAIL: ___________________________________ ANTICIPATED ATTENDANCE: _________________________

TELEPHONE: Work: __________________________ Ext: __________________

Home: ___________________________ Ext: __________________

Cell: ___________________________ Ext: __________________

DAYS: SUN____ MON____ TUE____ WED____ THU____ FRI_____ SAT_____

DATE(S): (This information is required at least one week before the scheduled event.)

Month ___________________________ Day _____________ Year ____________

START TIME: __________AM/PM END TIME: __________AM/PM (Be sure to include time for set up and break down)

SCHOOL: ___________________________________________________________________

ROOM(S): ___________________________________________________________________

Custodial Needed: Yes ________ No ________ (Organizations are responsible for any custodial overtime)

Kitchen use:   Yes ________  No ________

Food Service Director determines whether food service personnel must be present when the facilities are used and the group would then have to pay for labor.

EQUIPMENT REQUEST (there may be associated fees):

- School and Community Education activities will take priority over other community events.
- I understand that I, or the group/organization that I represent, will be responsible for any costs incurred as a result of any damage to the buildings or property.
- This agreement is only between the party listed above and the school district. If another organization or business will be using our facility, grounds, or utilities, a separate agreement must be made with that organization or business.
- School policy does not allow alcoholic beverages of any kind on the premises, nor does it allow the use of tobacco.
- State law mandates that no food prepared in the home may be served in the school.
- Indemnification Agreement: The __________________________(organization/group) agree to defend, indemnify and hold harmless the Cloquet School District from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Cloquet Public Schools by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whosoever and which damage, injury, or death arises out of or in incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or part by the negligence of the Cloquet Public Schools, or by third parties, or by the agents, servants, employees or factor of any of them.

SIGNATURE: _____________________________________________ DATE: ______________________