

1 Great Falls School District

2
3 **COMMUNITY RELATIONS**

4330R

4
5 Community Use of School Facilities Regulations

6
7 General Regulations

- 8
9 1) Requests to use a school facility must be originated with the Director of Business
10 Operation's office at least ten (10) days in advance of the time desired. The request must
11 be submitted on the RENTAL OF SCHOOL FACILITIES FORM and must be signed by
12 a qualified representative of the organization desiring the use of the facility. The District
13 may suggest alternate facilities if necessary.
- 14 2) The program offered in or during the use of any school premises shall at no time contain
15 any matter which might tend to cause a breach of the peace.
- 16 3) No literature other than programs and materials pertaining to the engagement shall be
17 advertised or offered for sale on school premises at said event.
- 18 4) All requesting organizations or individuals, must guarantee that the organization or
19 individual shall indemnify, defend and hold harmless the District and its employees or
20 agents from any liability, expenses, costs (including attorney's fees) damages and/or
21 losses arising out of injury or death to any person or persons or damage to any property
22 of any kind in connection with the organization or individual's use of the District facility
23 which is not the result of fraud, willful injury to a person or property or the willful
24 violation of a law by the District.
- 25 5) The user of the facility shall provide the District with a certificate of insurance and
26 endorsement to their property and liability policy. Said certificate and policy endorsement
27 shall name the District as an additional insured. The certificate and policy shall show
28 coverage for comprehensive general liability insurance for injuries to or death of any
29 person or damage to or loss of property arising out of or in any way resulting from the
30 described use of the facility. The insurance shall provide for amounts not less than
31 \$1,000,000 for bodily injury or death to any one person or resulting from any one
32 accident, and \$1,000,000 for property damage in any one accident or the policy may
33 provide a combined single limit for bodily injury and property damage for \$1,000,000.
34 The certificate shall contain a provision that the insurer not cancel or refuse to renew
35 without giving the District written notice at least ten (10) days before the effective date of
36 the cancellation or non-renewal.
- 37 6) The requesting organization understands that the District will take all reasonable
38 precautions to insure the risk of injury to individuals accessing the facilities or grounds is
39 minimized. However, even though these precautions are taken there is still a chance of
40 injury, and in rare instances even severe injury and death. The requesting organization
41 understands the risks involved. Any negligence arising out of use of the facilities or
42 grounds under this agreement shall be attributed to requesting entity as comparative
43 negligence within the meaning of Section 27-1-702, MCA.

44
45 The District DOES NOT provide medical insurance for any individuals who choose to

1 access and use the facilities.
2

- 3 7) The District reserves the right to cancel any agreement, when it is determined by the
4 District that the facilities are needed for school purposes, the event will violate District
5 policy, or if the conditions outlined in the agreement are not satisfied. The District
6 reserves all rights under the law to seek remedy in the event District property is damaged.
7 8) The requesting organization or individual agrees to abide by non-discrimination clauses
8 as contained in the Montana Human Rights Act and the Governmental Code of Fair
9 Practices.
10 9) Fire and safety regulations of the Board of Trustees, the City of Great Falls, Cascade
11 County, and the State of Montana must be followed at all times.
12 10) No functional alteration of the premises or functional changes in the use of such premises
13 shall be made without specific written consent of the District.
14 11) School property must be protected from damage and mistreatment and ordinary
15 precautions for cleanliness maintained. Groups shall be responsible for the condition in
16 which they leave the school buildings. In cases where school property has been damaged
17 or abused beyond normal wear, the same shall be paid for by the organization involved.
18 12) The use of school equipment such as computers, TV's, media equipment, sound systems,
19 scoreboards, auditorium stage props, stage lighting, etc., shall only be permitted if
20 included in the RENTAL OF SCHOOL FACILITIES FORM and upon evidence by the
21 applicant that such equipment is operated only by competent and trained personnel or
22 someone hired from the District.
23 13) The District maintains tobacco-free building and grounds. Use, distribution, purchase, or
24 selling of tobacco products, including but not limited to cigarettes, cigars, snuff, smoking
25 tobacco, smokeless tobacco, nicotine, electronic cigarettes, and any other
26 tobacco/nicotine innovation, is prohibited in or on school property. Violations of this rule
27 by any organization during occupancy shall be sufficient cause for denying further use of
28 school premises to the organization.
29 14) The District maintains alcohol and drug-free building and grounds. The unlawful use,
30 possession, distribution, purchase, or selling of narcotics, hallucinogens, drugs,
31 stimulants, alcohol, or marijuana is prohibited in or on school property. Violations of this
32 rule by any organization during occupancy shall be sufficient cause for denying further
33 use of school premises to the organization.
34 15) Proper supervision of all persons (including children) must be maintained at all times.
35 This includes not allowing adults or children into other areas of the building.
36 16) As per Board Policy 2520, animals/pets will not be allowed unless there is a specified and
37 appropriate educational purpose for the duration of the facility use. The District will
38 permit the use of service requested animals in accordance with federal regulations and
39 Board Policy 8425.
40 17) Unauthorized use of motorized vehicles is prohibited on school property.
41 18) Illegal games of chance or lotteries will not be permitted.
42 19) Functions with an anticipated group size of 250 or more people participating and/or
43 attending are responsible for taking extra security measures and they will be held
44 accountable for any problems which may be due to the size of the group.
45
46

1 Utilization of Great Falls District Facilities

- 2
- 3 1) Requests for short term use of school facilities by outside organizations or groups must
- 4 be made at least ten (10) days prior to the date of proposed use. The official RENTAL OF
- 5 SCHOOL FACILITIES REQUEST FORM, may be obtained from and submitted to the
- 6 Director of Business Operations, Great Falls Public Schools, 1100 Fourth Street South.
- 7 2) Requests for long-term or ongoing uses (as determined by the District) by outside
- 8 organizations or groups require at least annual permission from the District. This process
- 9 will include the development of a Memorandum of Understanding (MOU) to outline the
- 10 long-term or ongoing use conditions. MOUs will be kept on file in the office of the
- 11 Director of Business Operations.
- 12 3) The District recognizes that certain non-profit and mutually beneficial educational
- 13 organizations may not be assessed fees except when the usage will require additional
- 14 overtime wages for an engineer and/or technical personnel (kitchen facilities, security, or
- 15 auditorium light crew). The Superintendent or designee will determine if fees are
- 16 appropriate to be waived and appeals of such decisions will be made to the Board of
- 17 Trustees. A list of these non-profit and mutually beneficial educational organizations
- 18 receiving fee waivers will be kept on file in the office of the Director of Business
- 19 Operations.
- 20 4) Reciprocal agreements with Government Agencies may also be evaluated by the
- 21 Superintendent or designees.
- 22 5) The principal/director is in charge of coordination of building utilization and user
- 23 assignments. The needs of the District's educational program will have first priority in
- 24 scheduling of school property usage.
- 25 6) Each user will be required to sign a contract and provide the District with a certificate of
- 26 insurance before such building utilization can take place as approved whether or not a fee
- 27 is assessed.

28

29 Assessment of User Fees

30

31 The Director of Business Operations will periodically bring to the Board the pricing for the use

32 of facilities based on the School District's costs and other pertinent factors.

33

34 Specific Use Information

35

36 Auditoriums

- 37
- 38 1) All general regulations of facility use shall apply.
- 39 2) No food or drink are allowed in the auditoriums.
- 40 3) Groups & events that wish to use an auditorium will require the completion of a physical
- 41 walk through and completion of a Technical Sheet for the event. Lighting, sound, media,
- 42 dressing rooms and stage equipment needs will be addressed at this time.
- 43 4) When use of the auditorium is allowed to any non-school group, the applicant agrees to
- 44 reimburse the District for the repair of any unreasonable damage done to the auditorium
- 45 or seating area sustained by reason of such use. The representative of the District shall be
- 46 the sole judge of any damages sustained.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

Kitchen Facilities

If food will be served, the group must contact and get approval from the City County Health Department, 115 4th St. South, 761-9884. (***)Provide a copy of the Temporary Food License approval or CCHD Registration to the District prior to the function.)

- 1) When any organization secures the use of kitchen facilities and equipment, a Servsafe certified School Food Service employee will be assigned to serve in a supervisory capacity.
 - a. The School Food Service employee will only assist with duties such as preparing, serving, or cleaning up after meals or refreshments.
 - b. The organization using the facilities and equipment must supply the necessary labor for these functions.
 - c. School Food Service employees and Custodians are employees of the ~~School~~ District and not of the organization using the facilities.
 - d. Such employees shall not receive pay or gratuities from the organization using the kitchen facilities.
- 2) No person is to be in the kitchen except as specifically authorized by the organization using the facilities and the assigned School Food Service employee. No unauthorized or unsupervised children shall be allowed in the kitchen.
- 3) Good personal hygiene practices must be followed by all. This includes proper handwashing, hand care, glove use, bare hand food contact, personal cleanliness, clothing, and hair restraints. People with an illness shall not be allowed in the kitchen. No jewelry shall be worn other than a plain, uncut, no stone wedding band. (Ref. FDA Food Code 2013.2.2) The School Food Service employee has the right to exclude any person from the kitchen who is considered unsanitary and/or injurious to the health of all persons or the safety standards of the kitchen equipment.
- 4) In no case shall cafeteria supplies (i.e. food, paper, gloves or other disposables) be used in the preparation of meals or refreshments for the organization using the facilities, unless otherwise ordered in which the organization will be billed accordingly. If equipment or supplies are lost or damaged, the group using the facility will be held accountable and billed. The representative of the District shall be the sole judge of any damages or loss sustained.
- 5) All areas must be washed, rinsed and sanitized before leaving the facility. This includes tables, countertops and sinks. Whenever the kitchen facilitates and equipment are not properly cleaned after use, the District will clean the facilities and bill the organization for the costs associated with providing this service. The representative of the District shall be the sole judge of any improper cleaning.
- 6) When use of the kitchen is allowed to any non-school group, the applicant agrees to reimburse the District for repair of any unreasonable damage done to kitchen equipment or products sustained by reason of such use. The representative of the District shall be the sole judge of any damages sustained.

1 Gymnasium/Wrestling Room Facilities
2

- 3 1) All general regulations of facility use shall apply.
- 4 2) Non-school groups shall furnish their own equipment.
- 5 3) When use of the gymnasium is allowed to any non-school group, the applicant agrees to
6 reimburse the District for refinishing and/or repairing any unreasonable damage done to
7 floors, walls, fixtures, etc., sustained by reason of such use. The representative of the
8 District shall be the sole judge of any damages sustained.
- 9 4) Immediately following use, groups are responsible for cleaning/sanitizing the wrestling
10 mats and common use areas.
- 11 5) All decorations on gym walls, floor or ceiling must be approved in advanced by the
12 building principal or a person designated by the principal and taken down upon
13 completion of event.

14
15 General Community Use of Gym/Weight Room/Equipment
16

17 The following guidelines will be strictly adhered to for community members accessing school
18 property for use of the gymnasium, weight room, and other facilities:

- 19 a. Absolutely no students are allowed in the facility during periods designated for
20 general community use.
- 21 b. All community members accessing the facility during periods for general
22 community use will have completed the forms and training required by the
23 District which may include but are not limited to:
 - 24 i. Signed Assumption of Risk Form on file in the office.
 - 25 ii. Proof of medical insurance. The District DOES NOT provide medical
26 insurance for any individuals who choose to access and use the facilities.
- 27 c. Unacceptable behavior including but not limited to: undisciplined behavior,
28 harassment, discrimination, misuse of equipment, or other violations of District
29 Policy will result in termination of access.
- 30 d. Always make sure the facility is left as it was found and locked upon completion
31 of use.

32
33 Memorial Stadium
34

- 35 1) All general regulations of facility use shall apply.
- 36 2) When use of the Stadium is allowed to any non-school group, the applicant agrees to
37 reimburse the District for the repair of any unreasonable damage done to the turn or track,
38 or other Stadium areas sustained by reason of such use. The representative of the District
39 shall be the sole judge of any damages sustained.
- 40 3) There shall be no climbing on or jumping from the retaining walls or fences.

41
42 Swimming Pool
43

- 44 1) Requests for the use of the pool at Great Falls High School are to be submitted to the
45 Aquatics Planner at the pool. Please call 406-268-6821 for more information.
- 46 2) All general regulations of facility use shall apply.

1 3) When use of the pool is allowed to any non-school group, the applicant agrees to
2 reimburse the District for the repair of any unreasonable damage done to the pool or pool
3 areas sustained by reason of such use. The representative of the District shall be the sole
4 judge of any damages sustained.
5
6

7 Cross References:

8 Policy 2520 Animals-Pets in Schools
9 Policy 4330 Community Use of School Facilities
10 Policy 4332 Conduct on School Property
11 Policy 8425 Service Animals
12 Policy 8225 Tobacco Free Policy
13 Policy 8425R Service Animals Inquiries
14
15

16 Legal References:

17 § 27-1-702, MCA Comparative Negligence –Extent to Which Contributory Negligence Bars
18 Recovery in Action for Damages
19 FDA Food Code 2013.2.2
20

21 Policy History:

22 Adopted on: July 1, 2000
23 Revised on: September 23, 2002
24 Revised on: June 11, 2012
25 Revised on: February 13, 2017
26 Revised on: March 14, 2022