

**ORGANIZATION CLASSES**

**Class 1**

Student and community groups that request facilities on a relatively limited basis will have the rental fee waived but will pay any direct costs incurred by the school district associated with this use. Charges could include costs associated with operating facilities in an unoccupied mode. Additionally, groups may be charged for custodial and security costs for events that take place outside of normal times of operation.

***Class 1 Groups***

<ul style="list-style-type: none"><li>• Homeowners Groups</li><li>• Established Community Organizations</li><li>• Local Service Organizations</li><li>• PTO</li><li>• Academic Boosters</li><li>• Athletic Boosters</li><li>• Performing Arts Boosters</li><li>• MSDWT Advancement Center</li><li>• MSDWT Athletics</li><li>• MSDWT Performing Arts</li></ul>	<ul style="list-style-type: none"><li>• Scouts</li><li>• 4-H</li><li>• Panther Youth Leagues</li><li>• WT Swim Club</li><li>• WT Tennis</li><li>• AYS</li><li>• Governmental Units</li><li>• IHSA</li><li>• ISSMA and MIC</li><li>• Approved Student Organizations</li></ul>
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**Class 2 – Non-Profit**

Non-profit groups may be granted use of specific school facilities at the non-profit rental rate. Class 2 groups will pay any direct costs incurred by the school district associated with this use. Additionally, groups will be charged for custodial and security costs for all events.

**Class 3 – For-Profit**

For-profit groups may be granted use of specific school facilities at the for-profit rental rate. Class 3 groups will pay any direct costs incurred by the school district associated with this use. Additionally, groups will be charged for custodial and security costs for all events.

**Staff Hourly Rates**

Groups using interior or exterior facilities may be charged hourly rates for staffing the event. Hourly rates may be charged for services related to custodial, maintenance, technology, kitchen, scoreboards, field lights, auditoriums, etc. The group using the facility/space will be invoiced after the event which will include the cost of the rental space and staffing. Additional charges may be assessed for special set-ups.

## **Natatorium**

All events taking place in the NCHS Natatorium are required to have a lifeguard present at all times. Life guards will be scheduled based on the Marion County Public Health Department requirements listed below.

Lifeguard fee - \$20.00/hour

<b>Lifeguard Requirements (MCPHD)</b>	
<b>Number of People</b>	<b>Number of Lifeguards Required</b>
0-75	1
76-150	2
151-225	3
226-300	4
301-375	5

- All participants must furnish their own towels and swimsuits.
- If the contracting party underestimates the number of participants, the activity is subject to cancellation, or the contracting party must reduce the number of participants to a point where adequate lifeguard supervision can be safely maintained.

## **Use of District Physical Fitness Facilities**

In addition to the use of the District's physical fitness facilities by students and staff, the Board authorizes use of these facilities by community participants other than students and staff subject to the following requirements:

- A. "District physical fitness facilities" means District property, District equipment or a District facility used by a community participant to participate in a physical fitness activity.
- B. "Community participant" means a resident of the community served by the District or a person who uses one or more District physical fitness facilities. Excluded from this definition and therefore this guideline are students participating in an activity as part of an official school function, and current employees who use one or more District physical fitness facilities in the course of their employment by the Board.
- C. "Inherent risks of injury in a physical fitness activity" means a condition, danger or hazard that is an integral part of a physical fitness activity, the use of exercise equipment, or the use of a facility provided by the District as determined by a reasonable person considering the nature of the activity, equipment, or facility. The term includes the negligent acts of a community participant that may contribute to the injury to the community participant or others, including failing to follow instructions; failing to exercise reasonable caution while engaging in an activity; or failing to obey written warnings or postings.
- D. "Operator" means an elementary school or an approved secondary school (that owns, manages, controls, directs, or has operational responsibility for a recreational facility).
- E. "Recreation" includes physical exercise, leisure, or sports.
- F. "Recreational facility" means a building, location or area primarily designed and used for purposes of recreation. The term includes:
  - 1. a gymnasium;
  - 2. a playground;
  - 3. a swimming pool;
  - 4. a stadium;
  - 5. a community center;
  - 6. a court, field or other area designated for sports; and
  - 7. any other building, location or area specifically set aside for recreation.

District physical fitness facilities that are operated by an elementary school or an approved secondary school fall within the definition of “recreational facility” for the purposes of this guideline.

G. “Recreational user” means an authorized user of a recreational facility who is using the facility for the recreational purpose for which it was primarily designed. However, the term does not include a person participating in or attending an intercollegiate or interscholastic event.

A community participant is considered to be a “recreational user” for purposes of this guideline when using District physical fitness facilities that fall within the meaning of “recreational facility” for recreation.

Community participants and recreational users may use the District physical fitness facilities and recreational facilities at times and in a manner approved by the Superintendent or designee.

Community participants and recreational users shall pay a fee as determined by the administrative guidelines as a condition for the use of the District physical fitness facilities or recreational facilities.

Recreational users must adhere to all provisions in the District’s written agreement regarding the use of District facilities.

### **Prohibited Uses of District Facilities**

District facilities shall not be used for activities that:

- 1) violate or encourage or support the violation of laws or harassment or discrimination in violation of applicable Board policies;
- 2) present a substantial risk of injury to a person or property damage greater than the normal risks arising from the use of District facilities;
- 3) are sponsored or organized by persons or an organization that has not complied with this Policy or Rule when using District facilities on other occasions; or
- 4) permit the consumption or use of prohibited substances such as alcohol or tobacco on District property.

- 5) are reasonably foreseeable based upon specific articulable facts that the event will interfere with other school-related activities.

### **Rules & Regulations**

- A. A school custodian(s) (appointed by the principal and/or designee) must be on duty during the hours the facility is used. When custodial fees are charged, the hours counted shall be from the time the custodian opens the door until clean-up is completed. The number of such personnel shall be determined by the District.
- B. The kitchen facilities are not normally rented. If approved, a kitchen supervisor shall be assigned by the Director of Child Nutrition. Fees shall be charged from the time the kitchen is opened until clean-up is completed. It shall be the sole duty of the supervisor or designee to supervise, not to prepare or serve food. The clean-up is the responsibility of the organization using the facility unless other arrangements are made with the Director of Child Nutrition. If the clean-up is not satisfactory in the opinion of the Director of Child Nutrition, an additional charge will be assessed.
- C. The use of the facilities and equipment shall be strictly confined to the area designated or included in the agreement. Applicant and his or her organization will be held responsible for the compliance of these rules by all persons participating in or pertaining to the activity. In case of doubt, the school officials or other representatives of the school on duty shall have the immediate authority in any matter covering the use of the building.
- D. Permit applications will be denied or cancelled if requested usage is determined by a District official not to be in the best interest of the District.
- E. Gambling, use or possession of intoxicant drugs, alcohol, flammables, and obscene and profane language are prohibited anywhere on District property. Use of tobacco in any form is prohibited in all facilities. Possession of a firearm on school property is a felony and violates Board policy unless specific exceptions apply.
- F. No furniture or equipment, audio visual/technology equipment, shall be used or moved unless specifically requested on the Permit and approval received from the school official.
- G. Liability: The User agrees that the District shall not be responsible for any injury or property damage. The User agrees to release and hold harmless the District and its employees and agents from any injury or damages of any kind arising from the use of the facilities by the User, a participant in a program, or a third party associated with the User's use of the facilities.
- H. The organization or individual wishing to use the facilities will be required to furnish proof of insurance coverage or self-insurance proof statement to the

principal of the facility upon application. Consultation with the Chief Financial Officer will determine dollar value of insurance required, or, in rare circumstances, if the insurance requirement may be waived.

- I. The use of special equipment such as stage lighting, scenery curtains, projectors, public address systems, folding goals, bleachers, etc. shall be permitted only when operated by school employees or other persons authorized by the school or its representatives.
- J. Signs, displays, or materials shall not be attached to the walls, window glass, woodwork, draperies, blinds, stage curtains, grounds, drives, etc. without approval in the agreement.
- K. Concession and checkroom rights are reserved by the school, unless otherwise stipulated.
- L. When the attendance or other conditions require the use of police, firemen, parking lot attendants, or other types of personnel, these personnel shall be procured by the District and charged to the applicant. These charges shall be evaluated prior to the rental by the Director of Operations and renters and lessees involved and shall be written into the agreement.
- M. Fire Safety and Decorations – fire, health, and safety regulations and codes of the State Fire Marshal, Board of Health, local agencies, and the State of Indiana must be followed at all times. Any permits required shall be the responsibility of the applicant. All material used for decorative purposes must be approved in advance by the school official.
- N. Gymnasium floors - No materials are to be used on floors. Proper rubber soled gym shoes must be used for games or athletic contests on gym or activity room floors. Use of tarp covering may be required.
- O. . Activities using school facilities must be under competent adult supervision and/or leadership. The school official reserves the right to judge the adequacy of such supervision and immediately cancel any function judged not to be adequately supervised.
- P. Damage or misuse of the facilities and equipment shall be paid for in full by the organization chargeable with use. The appraisal of the Superintendent or his or her designee shall be the final determinant in all cases of damage or misuse.
- Q. Rental of school buildings or school facilities does not include the use of recreational equipment, furniture, projection equipment, public address systems, stage lighting, any other special equipment, nor District personnel trained to operate the aforementioned equipment, unless it is specifically provided for in the agreement.

- R. Regular rental of school buildings and facilities does not imply the provision of storage facilities for supplies or equipment.
- S. Facilities shall be used by sponsoring organizations for the purpose of the facilities' design, i.e. gymnasium for games played in gyms, auditoriums and theaters for theatrical/program presentation activities, classrooms for instruction, etc. If requests for usage deviate from the design purpose, the school official shall determine whether the alternate usage is appropriate and allowable.
- T. No sponsoring organization shall be extended continuous use of building rental privileges for a period exceeding one school year.
- U. The sponsoring organization is responsible for the conduct of the group using the building and its representative shall be the responsible person in charge of the group. The person signing the rental contract is responsible for any damage caused by the sponsoring organization.
- V. A damage deposit may be required, based on the judgment of the Director of Operations, as a condition of usage.
- W. All fees may be waived or altered at the discretion of the Superintendent or his designee.
- X. The District is party to exclusive contracts, a list of which will be provided on first use of a school facility. Each organization using a school facility will abide by the exclusivity clause within that contract and only use those products while using the school facility. The Principal, designee, or the Chief Financial Officer are available to assist with any questions on the impact of exclusive contracts.

Metropolitan School District of Washington Township  
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