TRIO Wolf Creek Distance Learning Charter School #4095

902 FACILITY USE POLICY

I. POLICY

It is the policy of Wolf Creek Charter School to make available the use of school facilities primarily by citizens of the local community. The implementation of this policy requires both individual and community cooperation. School facilities rules and regulations under this policy shall apply to all property owned and managed by the school and shall be in effect at all times when the school property is not in use for regular educational programs.

Organizations using school facilities agree that they do not illegally discriminate on the basis of sex, race, color, national origin, age, religion, or disability.

There will be no gambling or use of alcoholic beverages, chemical substances, weapons, or tobacco in the building or on school grounds. Rowdiness, profanity, or abusive language is prohibited.

The Administration shall develop and execute appropriate guidelines for the use of school facilities. All guidelines will be approved by the Charter School Board.

II. SCHEDULING

The Charter School Administration will process requests for use of all facilities before and after the regular school day, as well as weekends and vacations. Groups interested in using school facilities should make such requests through the Charter School Director, who will determine the availability and appropriate usage of the facilities.

The Charter School reserves the right to cancel or postpone any activity due to conflict, disregard of policies, or other uncontrollable circumstances. If use of a facility is requested at a time it would not be supervised, a charge for personnel (custodial) may be assessed.

III. APPLICATION PROCEDURE

A. A person requesting use of the charter school facilities will:

1. Complete a **"Facility Use Request Form"** (Appendix A) attached at the end of this policy OR available from the charter school website. Forms are also available in the Charter School Director's office at the charter school building.

2. Attach a $15 non-refundable "permit fee" payable to "TRIO Wolf Creek Charter School #4095" and return it either by mail or in person. Reasonable efforts will be made to accommodate permits.

B. The Charter School Administration will review the form, complete the approval section and establish costs according to the Facility Use Policy. The facility use request will be reviewed to:

1. Determine availability and appropriate facility to meet the request (including personnel and equipment, if applicable).

2. Determine estimated cost of application.

C. The applicant will be informed by telephone or through the Facility Use Request Form after the form goes through the approval process.

If the request is to be denied, the requester will to be informed with reason(s). He/She may appeal by calling, writing or meeting with the Charter School Director. If the Director upholds the decision, the requester can appeal to the Charter School Board who will review the request and make a final decision.

D. Requests for use of equipment will utilize the same procedures and applicants will need to complete an "**Equipment Use Request Form"** (Appendix B).

IV. Building Capacity:

Learning Suites A and B = 58 persons for classroom use *(For assembly use=164 seated persons in the Learning Suites A and B)*

Computer Labs = 36 persons each for classroom use *(There are two computer labs w/internet access*)*

Davinci Studio = 16 persons for classroom use

Office areas and common areas = 70 persons

Total = 292 Occupants for classroom use

**Use of the school's internet access will be in accordance with TRIO Policy 524 – Internet, Computer and Equipment Usage.*

V. INDEMNIFICATION AND LIABILITY INSURANCE

All organizations (including an individual, informal groups, commercial entities, political subdivisions, and non-profit entities regardless of legal status) must agree to indemnify and hold harmless the Charter School, its officers and employees against any and all losses, claims, damages or liability to which the organization, its officers, or participants may become subject in connection with the conduct of any activity on the premises by

the authorized organization. All organizations must agree to reimburse the Charter School, its officers and employees in connection with defending any actions relating thereto.

All commercial and nonprofit organizations that wish to use school facilities must be organized in conformance with Minnesota laws. Organizations must annually furnish the school with a certificate of insurance confirming that the organization has purchased liability insurance for personal injury and property damage in amounts not less than $1,000,000 per claimant and $2,000,000 for any number of claims arising out of a single occurrence and that TRIO Wolf Creek Charter School has been named as an additional insured on the policy. Organizations will be required to provide the School with the Certificate of Insurance prior to the actual use of any school facilities.

If insurance is not going to be carried, this must be cleared with the Charter School Director and a damage deposit of $150 in the form of a check must be submitted to TRIO Wolf Creek Charter School.

VI. GENERAL RULES AND REGULATIONS

All permits shall be revocable and shall not be considered as a lease. The Charter School Board or its authorized agent may reject any applications or cancel any permit. It may be necessary, on occasion, to pre-empt usage for school requirements. Any rejection, revocation, cancellation, or pre-emption of any application/permit must have the approval of the Director with notification to the user within 48 hours or sooner if possible.

The Charter School will attempt to provide equity in the use of its facilities after regular school sponsored uses. Generally those programs or activities of the school will have first priority.

A charter school employee capable of providing for the security of the school facility must be on duty whenever facilities are being used. Cost for the charter school employee and other charges may be billed to the user.

Permits are non-transferable and are restricted to the stated hours and intended use of the facility as stated on the Facilities Use Request Form. The requester is responsible for notifying the Charter School Director when his/her group wants to make changes to a confirmed permit. A $5 non-refundable rescheduling fee is charged for each revision of an existing permit.

Permit holders are responsible for providing competent and adequate adult supervision for all activities at all times. Children will have adult supervision at all times. Failure to do so may result in a charter school employee being assigned such supervision responsibilities at the user's expense. A charter school employee will supervise the operation of the facilities, but not be required to supervise a group or its activities.

Furniture and equipment owned by the charter school shall not be moved unless authorized. Any apparatus or other equipment moved into the building must have prior approval and must be removed promptly so as not to interfere with the school programming.

All facilities of the Charter School are tobacco-free. Alcohol and other drugs may not be consumed in/on charter school properties. Abusive or obscene language will not be tolerated.

All local and state ordinances and laws of the police and fire department must be observed.

Requester will be responsible for leaving the facilities in the same condition as upon arrival (including returning furniture to original configuration). The requester will be billed for emergency cleaning personnel.

Requester should check permanent equipment at start of usage to determine any previous damage. Such damage should be documented and shown to the building supervisor immediately. Groups will be held responsible for the cost of replacement of any items damaged, lost or stolen from school facilities.

Any use of recreational, audio-visual, music or other school equipment must show item approval on the Facility Use Request Form prior to use. Competent equipment operators, approved by the administration, must be available and any charge will be assessed to the permit holder.

Use of charter school equipment must be checked out using the Equipment Use Request Form. (Appendix B)

The Charter School Board reserves the right to refuse or approve the use of certain school facilities when it determines it would be in the best interest of the community to do so.

VII. FEES

The Charter School's philosophy is to provide use of its facilities at low cost to those interested. Student groups or staff groups that are directly related to the charter school will not be charged any fees and will have first priority at all times.

Cancellation/No Show Charges

"Changes, additions or cancellations" should be made through the Director at least five (5) working days in advance. A $5 non-refundable rescheduling fee is charged for each revision of an existing permit.

"No shows" will forfeit their deposit up to the actual costs and/or $10 fee will be charged.

All charges for "no shows" must be paid prior to further use of school facilities**.**

VIII. PAYMENT PROCEDURES

Payment for facility use Permit Fee of $15 is processed when the permit is submitted. The user will be given a receipt for all transactions.

Deposit may be required for any or all groups at the discretion of Charter School Administration.

Organizations required to pay the assessed rental fee(s) must include 50% payment of the estimated fee with the rental agreement. Balance will be due within ten (10) days of receiving an invoice. Checks are to be made payable to **"TRIO Wolf Creek Charter School #4095"**. Failure to pay may result in future permits being denied.

Rental charges for the commercial use of a facility are to be paid in advance.

IX. SUPERVISION

Custodians or other personnel assigned to the charter school will supervise the use of facilities. Based on the size of events, some events will require more than one supervisor.

It is the responsibility of the renter to pay all needed supervisors accordingly. Administration will be responsible to inform the facility user of the rules and regulations specific to the facility.

In addition, cleaning expectations by the renter will be accessed if necessary. If excessive janitorial services are needed after any given event, the charge for these services will be the responsibility of the renter.

The charter school reserves the right to require police supervision at any event as deemed necessary by the administration. The requester will pay for police supervision.

X. FOOD, BEVERAGES AND SMOKING

Food and beverages must be served in the cafeteria or other approved lounges or locations within the charter school building. Food and beverages are permitted in designated areas only.

The use of alcoholic beverages or illegal drugs in any form is prohibited. All charter school facilities are tobacco-free and alcohol-free.

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XI. EMERGENCY PROCEDURES

The charter school reserves the right to cancel facility use if weather conditions require it.

Local radio stations will carry announcements of school closings, and when possible, the charter school administration will notify the facility user.

When school is closed due to inclement weather, all facility use permits will be cancelled and no fee will be charged.

XII. DAMAGES AND MAINTENANCE

Any person found willfully damaging or defacing property belonging to the charter school shall be held responsible for the replacement or repair of such property and all costs shall be the obligation of the offender. Criminal charges may be filed against the offender.

If the individual offender is not known, the group/requester is liable for damage costs. If the group refuses to make payment, they will not be allowed to use the charter school facilities again.

Photographs should be taken of any damages resulting when using the building, and notations made detailing the date, time and location and the amount of repair. The administration should be notified.

XIII. EQUIPMENT

The primary purpose of equipment in a school is for the education of students by charter school staff. Requests for equipment may be made with Charter School administration at the time a facility is reserved.

The Charter School will include equipment requests on all facility confirmations. Designated personnel will be responsible for the supervision and operation of requested equipment**.**

The charges for equipment will be paid prior to the activity.

Property belonging to the Charter School shall not be removed from the premises without a written release from the Charter School Director and/or authorized personnel at the charter school. When a usage cost is involved, the requester will pay the charge. Any loss or damage to equipment shall be the full obligation of the borrower.

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XIV. OUTSIDE AREAS

The use of outside areas (parking lots and garden areas) will require the Facility Use Request Form to be completed. The same request process and timeline for scheduling and confirming use of outside areas, such as other areas will be followed.

Organizations using outside areas will be expected to clean up all trash and anything littering the grounds, gardens or parking areas. Organizations not providing the clean-up will be charged for groundskeeper/custodian wages as indicated on the fee schedule.

All outside facilities of the charter school are tobacco-free. Alcohol and other drugs may not be consumed in/on charter school properties. Abusive and obscene language will not be tolerated.

The Charter School may require users to allow a minimum of one-half hour between the end of school activities and the beginning of events.

XV. FACILITY USE CHARGES (Per hour)

A. TRIO Wolf Creek Charter School Building, which includes all the following areas:

1. Student Kitchen and/or Staff Kitchen, Great Room, Outdoor Areas, Restrooms, Learning Suites, Computer Labs, etc.

2. The rental fee for the facility will be $150.00 for 1-3 hours. Plus the cost of a supervisor at $30.00 an hour. Minimum charge= $240.00 ($150 + 30 + 30 + 30= $240.00). The groundskeeper/custodial rate can be up to $100.00/hour if additional cleaning is required.

3. For time over three (3) hours, a fee of $50.00 per hour will be charged.

4. No additional charge for the supervisor will be charged over the three (3) hour mark. *
   * *Wolf Creek staff can be their own supervisor and avoid that cost.*

B. Equipment/Room Charges for In-House Rental

1. Internet Access/Computer Labs = $50/use per room *(There are two computer labs w/internet access)*

2. Davinci Studio = $10/use

3. Copy Machine use = 10 cents per copy

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C. Equipment Charges for Out-of-House Rental (See Appendix B: Equipment Loan Request Form)

1. LCD Projector = $25/use
2. Folding chair = $1 per chair
3. Folding tables = $5 per table
4. Podium = $10/use

XVI. Revenue from Equipment Rental

Revenue from equipment rental will be deposited into an account as directed by the Charter School Director. Other charges for facilities not identified in this policy shall be determined when the request for facility use is made. Extra charges for air-conditioning or other special services may be added to these charges. Other equipment charges not identified in this policy shall be determined when the request for equipment is made.

At the discretion of the Charter School Director, a minimal number of events per year will be allowed in the building waiving the fees listed above based on the participants donating a reasonable donation to the charter school student alumni scholarship fund or other TRIO Wolf Creek Charter School project in need of funding.

APPENDICES:

Appendix A - Facility Use Request Form
Appendix B - Equipment Use Request Form

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Access for Noncurricular Purposes)
Policy 524 (Internet, Computer and Equipment Usage)

Cross References: Policy 801 (Equal Access to School Facilities)
MSBA Policy 901 (Community Education)

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Appendix A
FACILITY USE REQUEST FORM

Date Form is being completed_____

Group_____

Contact Person_____

Phone (____)_____ Cell phone (____)_____

Address_____

Email_____

Date for use of facility: _____

Time in (30 minutes before start time)_____

Time out (30 minutes after end time) _____

Rooms requested;

TRIO Wolf Creek Building (common areas) _____

Computer Labs/Internet Access _____ *(specify use of one or both labs)*

Davinci Studio _____

Activity/Purpose_____

Number of persons in attendance_____

Number of persons under the age of 18 in attendance_____

Is food being served? YES ☐ NO ☐

Equipment or set up needed? * YES ☐ NO ☐ (*If "Yes", please complete the **"Equipment Use Request Form"**).*

Please note that all groups are required to assist in set up and clean up by custodial staff.

Please return form(s) and $15.00 non-refundable deposit fee made out to "**TRIO Wolf Creek Charter School #4095**" to:

Attn: Tracy Quarnstrom, Director
TRIO Wolf Creek Charter School
29678 Karmel Avenue
Chisago City, MN 55013

*The above is the **mailing** address for TRIO. (The TRIO **Building** location is: 10363 Liberty Lane, Chisago City, 55013.) If you have any questions, contact Tracy Quarnstrom via email at tquarnstrom@wolfcreekhs.org or by phone at 651-213-2017.*

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[Facility Use Request Form (continued)]

For office use only:

Approved ☐

Not Approved ☐ *Rationale*_____

Fees: _____

_____

Supervision fees: _____

Additional fees: _____

TOTAL: _$_____

Deposit check received: _____#_____

Certificate of Insurance Form attached? YES ☐ NO ☐ (*or Already on File w/TRIO* ☐)

Equipment Use Request Form completed? YES ☐ NO ☐ N/A ☐
(if YES, form is attached ☐*)*

Additional info needed:
Supervision_____
Police_____

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Appendix B
Equipment Use Request Form

Organization/individual requesting equipment:

_____

Phone contact numbers: (____)_____

Email_____

Activity:_____

Location where equipment will be used_____

In TRIO building_____ Outside of TRIO building_____

Time equipment needed for check out _____Date_____

Time equipment will be checked back in_____ Date_____

Equipment / set-up requested: _____

_____

_____

_____

Signature indicates that this individual is taking responsibility for safe return of all equipment checked out from Wolf Creek. In the event of damage or loss, this individual will be responsible for replacement costs of the equipment.

Signature_____Date_____

Please return form(s) and $15.00 non-refundable deposit fee made out to "**TRIO Wolf Creek Charter School #4095**" to:

Attn: Tracy Quarnstrom, Director
TRIO Wolf Creek Charter School
29678 Karmel Avenue
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TO BE COMPLETED BY CHARTER SCHOOL DIRECTOR:

Cost _____ Funds Received_____

Approved ☐ Not Approved ☐

Copies to: _____