

COMMUNITY USE OF DISTRICT FACILITIES

The Crook County School District Board of Directors supports and encourages community use of district facilities for worthwhile purposes when such uses do not interfere with district programs or the educational mission of the district. Approval of the use of district facilities for non-school purposes by the Board or its agents shall not constitute endorsement or approval of the groups or organizations (“user(s)”) sponsoring the activity or the sentiments or purposes they espouse.

Use of School Building and Facilities

The Board of Education shall be responsible for the care and upkeep of the district's buildings and other facilities. They shall have the authority to open any or all school buildings for what they deem to be appropriate use of said buildings by community organizations, according to the terms and conditions set forth in district policy.

A. Application for Building Use

1. Written request for building usage shall be made by the user to the Communication and Event Specialist at least two weeks in advance of the intended use and on an as-available basis thereafter.
2. The Communication and Event Specialist shall provide the user with a facility use contract, which may be in electronic format, to be filled out and signed by the user and returned to the Communication and Event Specialist for his or her approval. The contract shall include the terms and conditions of usage and shall become binding on the district only when approved and accepted by the Communication and Event Specialist.
3. Appeals will be handled in accordance with the district procedure on public complaints.

B. Building Use Decision

1. The Communication and Event Specialist, in accordance with the district’s procedural guidelines, shall inform the user of the decision to approve the application for building use within 5 working days of receiving a written application.
2. It is recognized that school facilities are intended primarily for the benefit of public education and that use by the community is an important but secondary function of the facilities. Therefore, school use of facilities shall have priority over other community uses and shall pre-empt public uses as necessary, except that pre-arranged use of the Southwell Auditorium shall not be pre-empted. In addition, when weighing competing requests for the same space, organization/event Type A use shall have priority over Type B use and Type B use shall have priority over Type C use (See Section D.1).
3. Permission to use district facilities shall be given without regard to race, religion, gender, national origin, disability, sexual orientation, parental or marital status or age.
4. No organization shall be eligible to use school facilities when, in the judgment of the decision-making authority, the activities proposed are detrimental to the building or its contents. The District may impose reasonable time, place and manner restrictions to ensure the activities do not interfere with the operation of the schools in the District. Further, the District reserves the right to restrict use of the building for the purposes of engaging in unprotected speech as defined by the U.S. Supreme Court, including, but not limited to, obscenity, true threats, incitement to imminent lawless action, and libel or slander.

C. Responsibilities of the User

1. An authorized use of district facilities is not transferable to another organization or individual.
2. The user shall be responsible for the conduct and control of both patrons and participants and shall see that all safety laws and regulations are followed.
3. The user will be required to provide the district with a Certificate of Insurance documenting adequate liability insurance coverage and naming the district as an additional insured.
4. Persons using school facilities at any time for any purpose shall not have in their possession, consume, sell, give or deliver any alcoholic beverage or illegal or illegally obtained drugs in the school buildings or on the school grounds.
5. The user shall confine the use of the facilities to the area or areas specified in the contract. Participants shall remain in the authorized area or room and not be allowed to roam the halls.
6. The user shall require and ensure that persons using school facilities and patrons on school facilities do not use tobacco products, e-cigarettes, or marijuana on school grounds.
7. Should the district deem appropriate, the user may be required to retain security services at the user's expense.
8. Any cooking, heating or re-heating of food items is to be done in the kitchen facilities, culinary classrooms, or other designated areas as approved by the district. Cooking in any other location is forbidden and will result in loss of the full security/damage deposit and/or will forfeit any further building use from the offending group.
9. Concessions that require only heating or re-heating are not required to use kitchen staff or the kitchen facilities. Cooking in kitchen areas require use of district food service personnel.
10. All groups serving food items are subject to local health regulations.
11. As a condition of use of the facility, the user shall comply with policy JFCJ in regards to dangerous or deadly weapons or firearms.
12. Violation of the terms and conditions of the facility use contract shall constitute grounds for revocation of the contract and may result in a ban on future use of the facility for up to 12 months for the person or group reserving the facility.

D. Building Use Fees

1. Building use fees will be charged based on the user's organization type:
 - a. Type A: School, not-for-profit, and educational groups that cooperate with schools to implement or produce programs primarily for the benefit of school-age youth; public meetings of governmental agencies, PTO meetings, and booster club meetings.
 - b. Type B: Community groups charging a fee to participants, community memorial services, and government and not-for-profit organizations or events that do not meet Type A requirements.
 - c. Type C: All other users and events.

When use of the facility occurs outside of normal facility custodial hours, a minimum two-hour custodial fee will be charged.

The superintendent, in consultation with the board chair, may override the stated fee when in the public interest.

The superintendent may negotiate facility use contracts that override the fee schedule when in the public interest.

2. The district shall, subject to the terms of its policies, charge certain fees to offset costs incurred by the district when facilities are used by the community. Organizations shall be informed of applicable fees before the facility use contract is finalized.
3. The amount of the required fees shall be published on the district's web site.
4. If the user requires the use of additional school furniture, equipment, audio-visual equipment, utilities, or services, arrangements for such items must be noted in the user's written request for use of the facility. Additional charges may be assessed for such items.

5. Fees charged for Southwell Auditorium will be recorded in a separate fund to offset costs for equipment maintenance / repair and replacement. All other fees from district facilities use, shall be recorded as revenue to the General Fund.
6. For use of gyms, cafeterias and the Southwell Auditorium, the district may require a deposit to be collected at the time the facility use contract is signed. The deposit shall be refundable, less the amount of any damage attributable to use of a building by an organization which has signed a facility use contract. The Director of Facilities and Safety shall determine the extent of any damage and withhold reimbursement, and shall notify the Communication and Event Specialist of any organization whose deposit is to be reduced and the reasons for such reduction. The invoice will include detail of the damage and assessed charges.
7. If damage or excessive wear and tear occurs and cost of repair exceeds the deposit, a fine equivalent to the actual cost of repair or cleaning will be assessed plus a \$25 processing fee.
8. Cancellations that occur within 72 hours of the scheduled event may be assessed a fee of up to \$75 if the district determines that costs have already been incurred by the district to prepare for the event. When school is cancelled due to an emergency closure, the facilities may be closed for all other events. There will be no charges to the user for cancellations due to emergency closures.
9. Fees must be paid to the district no later than 30 days after invoice date. The district may require all or part of the fees to be paid in advance. Any organization in default of this policy due to non-payment will not be allowed to schedule any district facilities until paid in full.
10. The District may offer a credit to Type A organizations for purchases made by such organizations that will also be used for school-related purposes. Only non-consumable equipment or facility improvements will qualify for this credit. The credit will be calculated at up to 80% of the documented purchase price and can only be applied to facility-related charges. Consumable supplies or items for individual student use will not be considered for credit.

E. Other Building Use Procedures

1. A regular district employee must be on duty or in attendance during the entire time a building is in use. The building principal or his/her designee shall appoint an appropriately trained employee to monitor each event. Said employee will be responsible for the security, safety and proper use of the facility. If the use of the facility is at a time when no custodian or other regular employee is on duty, a fee will be charged to cover this cost. Exceptions are allowed if the district and the user have entered into a written agreement that includes supervision provided by the user.
2. Specific rules and procedures for the use of a building's kitchen facilities, locker rooms and showers, auditorium, and stadium shall be made available to users prior to the signing of the facility use contract.
3. Keys may be checked out to users and must be returned after the event. Users will be charged an additional fee for unreturned key(s).

Crook County Board of Education Policy AC, "Non-Discrimination", applies to all building use.

END OF POLICY

Legal Reference (s):

ORS 329.705
 ORS 330.430
 ORS 332.107
 ORS 332.172

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