

Community Use of School Buildings and Facilities

The Board 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 KG - Community Use of School Buildings and Facilities and KGF/EDC - Authorized Use of District Equipment and Materials.

1. Application for Facility Use

- a. Local community groups shall make their requests through the school administrator. Written requests for building use shall be made by the organization to the building principal at least two weeks in advance of the intended use, and on an as-available basis thereafter.
- b. The building principal shall provide the organization with a Use of School Facilities Application (contract) to be completed and signed, then returned to the principal for his/her approval. The application will include the terms and conditions of usage and shall become binding on the district only when signed by the principal or other bonded designee.
- c. 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 preempt public uses as necessary.
- d. Nonprofit organizations, which by their nature and purpose, usually implement programs primarily for the benefit of school-age youth may be permitted to use school buildings and facilities at no charge. Subject to the approval of the administration, nonprofit organizations may use the building/facilities without rental costs. These include, but are not limited to, scouts, campfire, 4-H clubs, PTA, state/county/national elections, youth basketball association, little league and local Blue Mt. Community College classes.

Any use of the school facilities and equipment by any person for private, for profit purposes is discouraged and may be prohibited.

- e. Appeals will be handled in accordance with district procedure on public complaints.

2. Facility Use Decisions

- a. The building principal in accordance with district policy shall decide whether or not to approve the application within 30 days.
- b. Permission to use district facilities shall be given without regard to religious or political affiliation.

- c. 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 or unacceptable to the community or not in the public interest.
- d. Cafeteria kitchens are not normally available for use by outside organizations. If use of the kitchen is necessary, care must be taken to keep school food supplies secure and school equipment properly used. Children are not allowed in the kitchen areas. A \$100 deposit is required if the kitchen is used (stoves, other equipment). A school employee must be present when kitchens are used. A Temporary Restaurant Permit may be required to use the kitchen. It will be the group's responsibility to verify this requirement with the Health Department and provide documentation.

Specific rules and procedures for the use of a building's kitchen facilities shall be created and made available to kitchen users prior to the signing of the Use Contract.

- e. Violation of the terms and conditions of the Use Contract shall constitute grounds for revocation of the contract and for refusal of permission to use the facilities at any future time.

3. Responsibilities of the User

- a. An authorized use of school facilities is not transferable to another organization or individual.
- b. 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.**
- c. The user will be required to provide the district with a certificate of insurance documenting adequate liability insurance coverage.
- d. Persons using school facilities at any time for any purpose shall not have in their possession, consume, sell, give or deliver any alcoholic beverages or illegal or illegally obtained drugs in the school building or grounds. Tobacco use is prohibited in school buildings or on school grounds.
- e. The user shall confine the use of facilities to the area or areas specified in the contract. Patrons or participants shall remain in the authorized area or room and not be allowed to roam the halls.

4. Facility Use Fees

- a. The district shall, subject to the terms of its policies, charge certain fees to offset costs incurred by the district when facilities are used. Organizations shall be informed of the applicable fees before the facility use agreement is completed.
- b. The amount of the required fees or conditions for exemption from such fees, shall be set forth in the "Facility Use Fee Schedule" which shall be available at each school site.
- c. A school employee is required to be on duty or in attendance during the entire time a building is in use because of the district's liability issues. Said employee is responsible for securing the building and for 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. This applies to all organizations, even those who are not charged a rental fee.

Note: This fee may be waived if the organization can prove to the district's satisfaction, that it has assigned supervisors who will ensure safety and security during the event.

- d. If the user requires use of additional school furniture or equipment, it will be so designated in the written request for building use. Any charges for such items will be included in the Use Contract. Custodial staff are not authorized to provide or allow use of additional furniture or equipment not included in the Use Contract.
- e. Fees from all district facility use will be paid to the district business office and be accounted for as revenue to the district.
- f. For use of gyms, cafeterias and other large-group areas, the district shall charge a damage deposit of up to \$100 to be collected at the time the Use Contract is signed. The deposit shall be refundable, less the amount of any damage attributable to use by the organization which has signed the building's Use Contract. The appropriate building principal shall determine the extent of any damage and withhold reimbursement, but shall notify in writing any organization whose damage deposit is reduced, of the reasons for such reduction.