



CROOK COUNTY SCHOOL DISTRICT

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Adopted:	04/18/94
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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 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 organization to the building principal or designee at least two weeks in advance of the intended use and on an as-available basis thereafter.
2. The building principal or designee shall provide the organization with a Use Contract, approved by the district, to be filled out and signed by the organization and returned to the principal or designee for his or her approval. The contract shall include the terms and condition of usage and shall become binding on the district only when signed by the building principal or other board designee.
3. 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 Center shall not be pre-empted. In addition, when weighing competing requests for the same space, Schedule A use shall have priority over Schedule B use and Schedule B use shall have priority over Schedule C use, and Schedule C use shall have priority over Schedule D use.
4. Appeals will be handled in accordance with the district procedure on public complaints.

B. Building Use Decision

1. The building principal or designee, in accordance with district policy, shall decide whether or not to approve the application for building use within 5 working days of receiving a written application.
2. 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.
3. 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 that 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.

4. Cafeteria kitchens shall not be operated by users. If kitchens are necessary, they shall be contracted through the district food service personnel. Users who require kitchen personnel will pay for actual labor costs incurred including associated payroll costs and any overtime incurred.

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. Depending on the kind of activity and the extent of the risk involved, the user may 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. Assurance that persons using school facilities and patrons on school facilities do not smoke on school grounds.
7. Should the district deem appropriate the person/organization using the facilities may need to retain security services at their expense.
8. Any cooking, heating or re-heating of food items is to be done in the kitchen facilities, home ec 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 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 (see B.4).
10. All groups serving food items are subject to local health regulations.
11. As a condition of use of the facility, the user shall not allow or engage any person to possess a dangerous or deadly weapon or firearm on district property during the time period of facility use. This prohibition includes those who may otherwise be permitted by law to carry such weapons that include a person licensed to carry a concealed handgun.
12. Violation of the terms and conditions of the 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. Because of the district liability coverage, a regular district employee is required to 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. The exception to this procedure is the district's agreement with the Crook County Parks and Recreation Department.
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 "Building Use Contract" is signed. In certain instances, the superintendent, in consultation with the board chair, may override the stated fee when in the public interest.

3. The amount of the required fees or conditions for exemption from such fees shall be set forth in policy KG-AR "Building Use Fee Schedule" which shall be available at each school in the district.
4. If the user requires the use of additional school furniture, equipment, A-V equipment, utilities, or services arrangements for such items must be noted in the user's written request for use of the facility. If additional charges are assessed for such items, those charges must be included in the Building Use Contract.
 - a. If the user requests additional furniture, equipment or services, the cost associated with such a request will be deducted from the damage deposit, or billed to the user.
5. Fees charged for Southwell Auditorium will be recorded as revenue in Fund 250-Southwell Auditorium to offset costs for equipment maintenance / repair and replacement. All other fees from district facilities use, other than personnel charges, shall be recorded as revenue to the General Fund. An annual interfund transfer to Maintenance Reserve shall include 50% of rental revenue from the previous year to offset wear and tear on district facilities.
6. For use of gyms, cafeterias and the Southwell Center, the district shall charge a damage deposit of \$300 (but not limited to that amount) to be collected at the time the Building 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 Building Use Contract. The appropriate building principal shall determine the extent of any damage and withhold reimbursement, but shall notify the Business Manager by phone and in writing any organization whose damage deposit is reduced and the reasons for such reduction. The principal shall send a copy of his/her letter to the person/organization that used the facility.
7. If damage or excessive wear and tear occurs and cost of repair exceeds the \$300 deposit, a fine equivalent to the actual cost of repair or cleaning will be levied plus a \$25 processing fee.

E. Other Building Use Procedures

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.

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

Crook County Board of Education Policy AC "Non-Discrimination"