



PROCEDURE

Use of District Facilities

FAC-P011

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1.0 SCOPE:

1.1 This procedure describes user group criteria, the application process, payment of fees, and other significant requirements for the use of district facilities.

2.0 DEFINITIONS:

2.1 Allocation: The major scheduling of District gyms and athletic fields for organized community sports leagues according to the process outlined in the City of Salem/School District 24J Cooperative Facility Use Agreement.

2.2 Approved youth-serving organization: A locally based, nonprofit organization composed primarily of residents of District 24J and organized to promote civic, educational, charitable or recreational activities for youth. To receive this designation, an organization must be approved by the Superintendent or his/her designee; be registered as a nonprofit corporation with the Secretary of State, Corporation Division; and provide the Facilities Services Department with a current nonprofit corporate registration number and an up-to-date copy of the organization's Certificate of Insurance.

2.3 District co-sponsored activity: An activity which the District must, through a contract or agreement with another agency, organization or individual, assist in planning, as well as one or more of the following: funding, coordinating, and/or providing other in-kind contributions.

2.4 District-related organization: A group directed by a District employee as part of a District program, such as a parent club or similar organization.

2.5 District-sponsored activity: An activity which the District directly and completely coordinates, funds, plans, and directs.

2.6 Facility: District-owned building or grounds, including equipment.

2.7 Lab: A lab is a room that contains specialized equipment other than student desks or tables and chairs.

2.8 Non-commercial: An activity for which the primary purpose is not financial gain, such as in the buying and selling of goods and/or services or business for profit.

2.9 Nonprofit organization: An organization that has received designation as a "nonprofit corporation" according to ORS Chapter 65, requiring the issuing of a nonprofit corporate registration number.

2.10 Ongoing use: Use of a facility for two or more months continuously.

2.11 ORS: Oregon Revised Statutes.

2.12 Regular season: Dates within which an organized community sports league sponsored by an approved youth-serving organization will be allocated facilities for practices and/or games. The organization shall submit its league's regular season dates to the City of Salem Department of Community Services who shall in turn make recommendations for each league's regular season designation to the Facilities Services Department. Final determination will be made by the Facilities Services Department with due consideration given to historical practice, current trends, facility availability/demand, and fair allocation.

3.0 PROCEDURE:

3.1 Access to District facilities:

- 3.1.1 A facility shall be made available for community use only if such use does not interfere with any school program or maintenance.
 - 3.1.2 Equal rights of use shall be granted to all religious groups, political parties, and partisan or political organizations.
 - 3.1.3 Approval of use of a facility by an organization for non-school purposes will not constitute endorsement by the District of the organization nor does it constitute approval or endorsement by the District of the beliefs or purposes espoused by the organization.
 - 3.1.4 The District will not extend use of a facility to any organization or group whose policies advocate overthrow of the government of the United States of America (or any of its political subdivisions).
 - 3.1.5 The District will not extend use of a facility to any organization or group that promotes illegal racist or discriminatory practices.
 - 3.1.6 The District will not be responsible for censoring production, entertainment, or programs presented in a District facility.
- 3.2 Facility user group category criteria:
- 3.2.1 Criteria for District sponsorship:
 - 3.2.1.1 The District will coordinate, fund, plan and/or direct the activity.
 - 3.2.1.2 Revenue and expenditure accounting must be through the District.
 - 3.2.1.3 Instructors or other program staff must be paid through District payroll.
 - 3.2.1.4 Promotional materials must be approved in accordance with policy COM-A002, Dissemination or Display of Materials.
 - 3.2.2 Criteria for District co-sponsorship:
 - 3.2.2.1 The District must, through a contract or agreement, assist in the planning as well as one or more of the following: funding, coordination and/or other in-kind contributions.
 - 3.2.2.2 The contractor will abide by all District policies and procedures, and federal, state and municipal laws.
 - 3.2.2.3 Financial accounting will be submitted to the District, if requested.
 - 3.2.2.4 Promotional materials must be approved in accordance with policy COM-A002, Dissemination or Display of Materials.
 - 3.2.3 Scheduling of District gyms and athletic fields for organized, regular season youth community sports will be the responsibility of the City of Salem Department of Community Services, according to the City of Salem/School District 24J Cooperative Facility Use Agreement.
 - 3.2.4 Business Partnerships:
 - 3.2.4.1 A local business or organization which has entered into an approved relationship with the District through the Business Partnership in Education Program will be considered a Business Partner.

3.2.4.2 Rental fees may be waived for use at the partnership school.

3.2.4.3 Use of the facility must not be open to the general public.

3.2.4.4 Use must be non-commercial and only for the benefit of the business or organization and its employees.

3.2.5 Staff Wellness Activities:

3.2.5.1 District staff may have free use of a District facility or area for a wellness activity approved by the Superintendent or his/her designee, subject to the following restrictions:

3.2.5.1.1 The wellness activity and the use of the facility or area are not open to the general public but for District staff only.

3.2.5.1.2 If an outside contractor is hired to provide a service at a District site, the contractor will pay the usual facility use fee or will reduce by a like amount his/her customary charge to benefit the staff. The Superintendent or his/her designee must approve the fee being charged.

3.3 Application process:

3.3.1 Prior to use of a District facility, an individual or organization requesting the use must complete an Application and Contract for Use of School District Facilities (Use Agreement), submit it to the appropriate school or District office and have it approved by the principal or his/her designee responsible for the facility requested.

3.3.1.1 For each request to use an elementary, middle or high school, a Use Agreement will be prepared and reviewed by the principal, his/her designee, or the District's facility use coordinator.

3.3.1.2 For each request to use other District facilities, a Use Agreement will be prepared and reviewed by that facility's designated facility use coordinator.

3.3.2 District and school sponsored activities must be scheduled in advance.

3.3.2.1 Before-school and after-school activities must be scheduled according to 3.1.1; a written, electronic, or phone notification may be substituted for the Use Agreement.

3.3.2.2 Activities during the school day must be scheduled by the principal or his/her designee; Use Agreements are not necessary.

3.3.3 All Use Agreements are dated and processed on a first come, first served basis according to priority as established in Section 4 of Policy FAC-A011, and handled as promptly as possible.

3.3.3.1 District and school calendars must be established before space allocations can be confirmed for any community use requests.

3.3.3.2 Use Agreements will be kept pending until District and school calendars are established each fall.

3.3.4 The District may require a user to provide a certificate of insurance demonstrating that the user has adequate liability coverage.

3.3.5 A nonprofit organization is required to submit its nonprofit corporate registration number when applying for District facility use.

3.4 User agreement – approval, cancellation and appeal:

3.4.1 The District reserves the right to grant or deny or cancel any and all facility use requests at its sole discretion when it deems such action to be in the best interest of the District.

3.4.2 Each Use Agreement will be approved only after it is determined that the facility is available on the date(s) and time(s) requested; the exact area to be used has been identified; a supervisor has been approved by the principal or his/her designee; required personnel, equipment (if needed), and all other items pertinent to defining the use and applicable fees are collected according to section 3.5 of this procedure.

3.4.3 Use Agreements are not transferrable and are restricted to the conditions to which the applicant and the District agree.

3.4.3.1 Use Agreements are not to be considered by the user as a lease, and the District reserves the right to cancel or revoke any Use Agreement with or without cause.

3.4.3.2 Changes in the Use Agreement must be requested through the office where the Use Agreement originated and have approval 48 hours in advance.

3.4.3.3 If the user fails to notify the District of a cancellation at least 48 hours in advance, a cancellation fee may be charged.

3.4.4 The user shall be accountable for fulfillment of the terms of the Use Agreement.

3.4.4.1 Failure to comply with the terms of the Use Agreement will be grounds for revocation of the agreement and/or refusal of permission for facility usage in the future.

3.4.5 If an approved use must be canceled due to the scheduling of a District activity, at least three days' notice and a reason should be given to the user by the principal, his/her designee, or the District's Facility Use Coordinator.

3.4.6 The principal or his/her designee may stop any activity at any time, if in his/her judgment, violations of District policies or procedures, and/or federal, state, or municipal law are occurring, or if he/she deems the activity to be hazardous to persons or the facility.

3.4.7 The District may cancel an approved use due to the scheduling of a District or school activity.

3.4.8 An appeal of any facility use related decision must be made in writing within ten (10) calendar days of the decision to be appealed.

3.4.8.1 Appeals must be directed to the office where the Use Agreement originated.

3.4.8.2 If the appellant is dissatisfied with the response, he/she may appeal the decision to the Superintendent or his/her designee.

3.4.8.3 A decision of the Superintendent or his/her designee may be appealed in writing to the School Board.

3.4.9 Use Agreements for ongoing use shall expire annually on June 30.

3.5 Payment of rental and related use fees:

- 3.5.1 The District Facility Use Fee Schedule will be updated on a regular basis to reflect current conditions and costs, market rates, and a revenue neutral goal.
- 3.5.2 Rental fees shall be based on:
 - 3.5.2.1 The facility user classification.
 - 3.5.2.2 Utility, equipment, and personnel costs, including scheduling and coordination.
 - 3.5.2.3 Number of hours.
 - 3.5.2.4 Type of facility.
- 3.5.3 Additional costs directly related to facility use incurred by the District for utilities, custodial service, building supervision, security, technical staff support, food services supervision, and/or equipment-related expenses, will be charged to all users according to the Fee Schedule.
- 3.5.4 If equipment is installed on District property for the purpose of commercial use, any lease or related fees will be determined by District contract.
- 3.5.5 Payment of all fees, rent, equipment and/or personnel charges must be collected prior to use, with the exception of users approved for ongoing use.
 - 3.5.5.1 When the Use Agreement is completed and approved for ongoing use, the application fee and first month's rent will be collected.
 - 3.5.5.2 Users approved for ongoing use will be billed for each succeeding month prior to use.
 - 3.5.5.3 Estimated personnel costs will be paid in advance.
 - 3.5.5.4 After the use has occurred, actual personnel charges will be entered into the payroll (Munis Financial) system by building personnel and a copy sent to the Facilities Services Department for billing verification, indicating clearly the reference number of the Application and Contract for Use of School District Facilities form signed by the user.
 - 3.5.5.5 Payments collected will be disbursed by the Facilities Services Department to the appropriate account by a Revenue Activity form and sent to Financial Services.
 - 3.5.5.6 Direct custodial or security costs incurred will be charged to the user group.
- 3.5.6 A non-refundable application fee will be charged for each separate Use Agreement completed for use of District facilities, including charges and additions to current, active agreements.
 - 3.5.6.1 User groups in Classification A will not be charged an application fee.
- 3.5.7 Use Agreements and payments will be forwarded to the Facilities Services Department for processing and recordkeeping.
- 3.5.8 When a District-sponsored activity incurs a cost for personnel, the appropriate department or school account shall be charged.
 - 3.5.8.1 The hours must be entered in the payroll (Munis Financial) system by building personnel.
 - 3.5.8.2 Copies of the payroll (Munis Financial) system entry and custodial time slip must be sent to Custodial Services and the Facilities Services Department.

3.5.9 Nonprofit youth user groups (Classification B) and the principal or his/her designee may agree to an in-kind trade for the requested facility use in lieu of payment.

3.5.9.1 Approved in-kind trade guidelines, fees, and procedures must be followed.

3.6 Special facilities, equipment, and uses:

3.6.1 Gymnasiums and multipurpose rooms:

3.6.1.1 Such a facility may be used for activities appropriate to the facility.

3.6.1.2 Footwear and attire, furniture and equipment must be compatible to the facility and may be restricted.

3.6.2 Kitchens:

3.6.2.1 Kitchen facilities may be used only with the approval of Food & Nutrition Services and the principal or his/her designee.

3.6.2.2 Such approval will be noted on the Use Agreement and will include an estimate of labor to be charged. Actual costs for labor and supplies will be billed by Food & Nutrition Services.

3.6.2.3 Food & Nutrition Services will assign an appropriate level of staff depending on the activity, the assistance needed, and the level of food preparation required.

3.6.2.4 All arrangements must be made with Food & Nutrition Services prior to the event in order to allow sufficient time for proper planning.

3.6.3 Outside areas:

3.6.3.1 An individual or organization wishing to reserve an outside area must complete a Use Agreement.

3.6.3.2 The cleanup of an outside area will be the responsibility of the user.

3.6.3.3 A user failing to provide cleanup will be charged for school personnel labor according to the Fee Schedule.

3.6.4 Labs:

3.6.4.1 A lab will be used only for purposes appropriate to the lab.

3.6.4.2 An additional charge will be made for use of lab equipment, including computers, according to the Fee Schedule.

3.6.4.3 District-sponsored activities are exempt from this fee.

3.6.5 Equipment:

3.6.5.1 Equipment may be used, rented for use, and/or moved only with the permission of the principal or his/her designee. Only equipment specified in the Use Agreement will be made available to the user.

3.6.5.2 Any damages sustained to District equipment will be paid for by the user.

- 3.6.5.3 Equipment, such as chairs or bleachers, may be rented for use off school premises with the written permission of the principal or his/her designee. The process to be followed for the loan of District assets is outlined in FIS-W018, Loan of District Assets.
- 3.6.5.4 At its discretion, the District may charge a deposit for the use or rental of equipment.
- 3.6.5.5 The District reserves the right to restrict the use of any equipment owned by the user. All equipment must be removed immediately after use.
- 3.6.5.6 The District will not assume liability in connection with the use, loss or damage of user's equipment.
- 3.6.6 An overnight stay by a group is not encouraged, but may be permitted.
- 3.6.6.1 The principal or his/her designee will notify Facilities Services, Risk Management, and the fire department if facilities are to be utilized for sleeping quarters, indicating the area to be used and the number of participants.
- 3.6.6.2 An out-of-District school or other Classification A group that uses a facility for an overnight stay will be charged a flat rate, plus any related and/or personnel costs.
- 3.6.7 Baccalaureate services:
- 3.6.7.1 A baccalaureate service must be under the full sponsorship of a private organization(s) which will assume total responsibility for financial support including rental and personnel costs incurred in the use of the facility.
- 3.6.7.2 The District will assume no direct or indirect financial support for baccalaureate services.
- 3.6.7.3 The date, time and place of a baccalaureate service are information that is to be distinctly separate from graduation information and not provided through District publications.
- 3.6.7.4 Attendance at a baccalaureate service will be strictly voluntary.
- 3.6.7.5 Involvement of District staff:
- 3.6.7.5.1 District staff will not take part in the planning of a baccalaureate service during the school day.
- 3.6.7.5.2 District staff will exercise caution in participation in baccalaureate services so that the District will not be perceived as sponsoring the service.
- 3.7 Supervision:
- 3.7.1 The principal or his/her designee and the representative of the user will review applicable District policies and procedures, specific supervision requirements, maintenance, and telephone procedures prior to use of the facility.
- 3.7.2 An individual or organization will be granted use of a facility only if a supervisor approved by the principal or his/her designee, has been identified.
- 3.7.3 The principal or his/her designee and the representative of the user will agree on the level and type of supervision necessary and will clearly define the role of the supervisor.

3.7.4 The principal or his/her designee may require that a District employee or District services, such as a campus monitor or Custodial Services, be utilized for the purposes of building supervision, access, lock-up and/or cleaning.

3.7.4.1 A District employee who supervises a facility will be paid by the District and the user will reimburse the District according to the Fee Schedule.

3.7.5 A principal or his/her designee may approve non-District employee supervisors to oversee approved facility uses.

3.7.5.1 The supervisor may be an employee of the user or a recognized volunteer who is acting as an agent of the user.

3.7.5.2 The user is responsible for the actions of all employees, volunteers, and other agents.

3.7.6 No one will be admitted to the facility until the supervisor is present. The approved supervisor must be present throughout the use.

3.7.7 If a complaint regarding supervision cannot be resolved by the principal or his/her designee and the representative of the user, a written formal complaint (in accordance with District policy and procedure ADM-A005 and ADM-P008) will be forwarded to the Superintendent or his/her designee.

3.7.8 The principal or his/her designee may, at their discretion, issue a key to an individual, subject to satisfying the conditions of supervision in Section 3.7 of this procedure and District policies and/or procedures relating to the use of keys and/or electronic key cards.

3.8 Maintenance and damage:

3.8.1 A user will not damage facilities or equipment and will ensure that the facility is cleaned and free from litter and garbage at the end of the period of usage.

3.8.2 The user will be responsible for the cost of repair or damage and for the cleaning of used spaces and removal of litter caused by the use of the facility.

3.8.3 Destruction or improper conduct will be grounds for revocation of the Use Agreement and/or refusal of permission for facility usage in the future.

3.8.4 The principal, Facilities Services, and Risk Management should be notified of any damage that occurs as a result of facility usage.

3.8.5 An investigation will be made to determine the extent of damage and cost of repair.

3.8.6 The Facilities Services Department will send a bill to the user in a timely manner for costs related to the damage.

3.9 Scheduled use of facilities:

3.9.1 A user must comply with all federal, state, and municipal equal opportunity laws and regulations regarding discrimination.

3.9.2 The user shall be responsible for the conduct and control of participants and shall ensure that all state, county, fire district, and School District regulations are followed.



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- 3.9.3 The maximum number of people permitted in any facility shall be restricted to its seating capacity as indicated by the appropriate fire marshal.
3.9.4 Possession, use, manufacturing, distribution, or sale of tobacco or tobacco products, alcohol, other controlled substances or other drugs; exclusive of legally obtained prescription drugs and over-the-counter medication; is prohibited in all District facilities, on all District property including in personal and District vehicles, at all District sponsored activities and constitutes grounds for revocation of the Use Agreement and/or refusal of permission for facility usage in the future.
3.9.5 Consumption of foods is permitted only in areas designated by the principal or his/her designee.
3.9.6 Except for a public fireworks display that is permitted under the appropriate city or county jurisdiction, no person will discharge, set off, or explode any firecracker, torpedo, rocket, or fireworks of any kind in or on a facility.
3.9.7 Other than for normal delivery or for purposes attendant to regularly authorized school or community use, go-carts or other power-driven equipment shall not be used in or on a facility.
3.9.8 Animals shall not be allowed in or on a facility except with permission of the site administrator.
3.9.9 No heating appliances (e.g., hot plates, hair dryers, portable heaters) will be allowed except in those areas specifically designated, such as kitchens, restrooms, or other suitable rooms.
3.9.10 No temporary electrical wiring or electrical extension cords other than heavy-duty, three-pronged cords will be used.

4.0 ASSOCIATED DOCUMENTS:

- 4.1 Use of District Facilities (Policy), FAC-A011
4.2 Rental Application & Contract (form), FAC-F010

5.0 RECORD RETENTION TABLE:

- 5.1 See Facilities Services Document Matrix.

6.0 REVISION HISTORY:

Table with 3 columns: Date, Revision Ref., Description. Row 1: 12/06/2013, [blank], Document Approved.

7.0 APPROVAL AUTHORITY:

- 7.1 Director of Facilities & Planning (approval on file)

Signature _____ Date _____