



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

2.2 District-related organization: A group directed by a District employee as part of a District program.

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

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

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

2.6 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.

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

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

2.9 ORS: Oregon Revised Statutes.

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, construction 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 facility use 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 Event scheduling responsibility:

3.2.1 Facility Rental office is responsible for scheduling all events at:

3.2.1.1 High School exterior areas.

3.2.1.2 Elementary and Middle Schools interior and exterior areas.

3.2.2 High School Principal or designee is responsible for scheduling all events at:

3.2.2.1 High School interior areas at their assigned school.

3.3 Facility user group category criteria:

3.3.1 Criteria for District event sponsorship:

3.3.1.1 All District sponsored events must be approved by the Chief Operations Officer or their designee and scheduled by the Facility Rental Office.

3.3.1.2 The District will coordinate, fund, plan and/or direct the activity.

3.3.1.3 Revenue and expenditure accounting must be through the District.

3.3.1.4 Instructors or other program staff must be paid through District payroll.

3.3.1.5 Promotional materials must be approved in accordance with policy COM-A002, Dissemination or Display of Materials.

3.3.2 Criteria for District co-sponsorship:

3.3.2.1 All District co-sponsored events must be approved by the Chief Operations Officer or their designee and scheduled by the Facility Rental Office.

3.3.2.2 The District will, through a written contract or agreement, assist in the planning as well as one or more of the following: funding, coordination and/or other in-kind contributions.

3.3.2.3 The contractor must abide by all District policies and procedures, and federal, state and municipal laws.

3.3.2.4 Financial accounting must be submitted to the District, if requested.

3.3.2.5 Promotional materials must be approved in accordance with policy COM-A002, Dissemination or Display of Materials.

3.3.3 Business Partnerships:

3.3.3.1 A local business or organization approved by the Chief Operations Officer or their designee that has entered into a relationship with the District through the Business Partnership program will be considered a Business Partner.

3.3.3.2 Rental fees may be waived for use at the partnership school through a written agreement approved by the Chief Operations Officer or designee.

3.3.3.2.1 Groups sponsored by a private or public business do not qualify for free use.

3.3.3.3 Use of the facility will not be open to the general public.

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

3.3.4 Staff Wellness Activities:

3.3.4.1 District staff may have free use of a District facility or area for a wellness activity approved by the Superintendent or designee, subject to policy HUM-A021, Duties of Employees and the following restrictions:

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

3.3.4.1.2 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 the customary charge to benefit the staff. The Chief Operations Officer or designee must approve the fee being charged.

3.4 Application process:

3.4.1 Event Request. Prior to use of a District facility, an individual or organization requesting the use must complete a Facility Rental Event Request (Form FAC-F011), submit it to:

3.4.1.1 Facility Rental Office for events to be held at:

3.4.1.1.1 High School exterior areas.

3.4.1.1.2 Elementary and Middle Schools interior and exterior areas.

3.4.1.1.3 Other District non-school and program site facilities.

3.4.1.2 High Schools for events to be held at high school interior areas:

3.4.2 Event Request Approval Authority. Facility Rental Event Requests shall be approved by:

3.4.2.1 Facility Rental manager for events to be held at:

3.4.2.1.1 High School exterior areas.

3.4.2.1.2 Elementary and Middle School interior and exterior areas.

3.4.2.1.3 Other District non-school and program site facilities.

3.4.2.2 High School Principal or their designee for events to be held at high school interior areas.

3.5 Proof of Insurance. The District requires a user to provide a certificate of insurance demonstrating that the user has adequate liability coverage.

3.6 Proof of nonprofit organization status. In order to qualify for the discounted use fee, a nonprofit organization must submit its nonprofit corporate registration number when applying for District facility use.

3.7 Facility Rental Use Agreement:

3.7.1 For each approved request, a Use Agreement or contract will be prepared, reviewed and signed by the authorized approver or designee.

3.7.2 Use Agreements are dated and processed according to priority as established in Section 4 of Policy FAC-A011, Use of District Facilities.

3.8 User agreement – approval, cancellation and appeal:

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

3.8.2 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; required personnel are available and assigned, equipment (if needed), and all other items pertinent to defining the use and applicable fees are collected according to this procedure.

3.8.3 Use Agreements are not transferrable and are restricted to the conditions that the applicant and the District approves.

3.8.3.1 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.

3.8.3.2 Changes in the Use Agreement must be requested through the office where the Use Agreement was approved and have approval for changes no later than 48 hours in advance.

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

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

3.8.4.1 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.

3.8.5 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 event approver, or designee.

3.8.6 The principal, or any District administrator may stop an activity and/or event at any time, if in the administrator's judgment, violations of District policies or procedures, and/or federal, state, or municipal law are occurring, or if the administrator deems the activity to be hazardous to persons or the facility.

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

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

3.8.8.1 Appeals must be directed to the office where the Use Agreement was approved.

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

3.9 Payment of rental and related use fees:

3.9.1 Rental and use fees, found in document FAC-W028, Fee Schedule for Use of District Facilities, applies to all users and will be updated on a regular basis to reflect current conditions and costs, market rates, and a revenue neutral goal.

3.9.2 Rental fees shall be based on:

- 3.9.2.1 The facility user classification.
- 3.9.2.2 Utility, equipment, and personnel costs, including scheduling and coordination.
- 3.9.2.3 Number of hours.
- 3.9.2.4 Type of facility.
- 3.9.3 Additional costs directly related to facility use incurred by the District including, but not limited to: 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.
- 3.9.4 If equipment is installed on District property for the purpose of commercial use, any lease or related fees will be determined by District contract.
- 3.9.5 Payment of all fees, rent, equipment and/or personnel charges may be collected prior to use, with the exception of users approved for ongoing use.
 - 3.9.5.1 Users approved for ongoing use will be billed regularly, typically by the end of each month.
 - 3.9.5.2 Payments collected will be disbursed by the High School or Facility Rental office to the appropriate District account, and deposited or sent to Financial Services.
 - 3.9.5.3 Direct costs incurred will be charged to the user group.
- 3.9.6 A non-refundable application fee will be charged for use of District facilities, including charges and additions to current, active agreements.
 - 3.9.6.1 User groups in Classification A will not be charged an application fee.
- 3.9.7 When a District-sponsored activity incurs a cost for personnel, the appropriate department or school account shall be charged.
- 3.9.8 Nonprofit youth user groups (Classification B) and the Chief Operations Officer or designee may agree to an in-kind trade for the requested facility use in lieu of payment.
 - 3.9.8.1 Approved in-kind trade guidelines, fees, and procedures must be followed.
 - 3.9.8.2 In-kind requests must be included in the original Facility Rental request.
- 3.10 Special facilities, equipment, and uses:
 - 3.10.1 Gymnasiums and multipurpose rooms:
 - 3.10.1.1 Such a facility may be used for activities appropriate to the facility.
 - 3.10.1.2 Footwear and attire, furniture and equipment must be compatible to the facility and may be restricted.
 - 3.10.2 Kitchens:
 - 3.10.2.1 Kitchen facilities may be used only with the approval of the Chief Operations Officer or Facilities Director.

- 3.10.2.2 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 charged to the user.
- 3.10.2.3 The District will assign an appropriate level of staff depending on the activity, the assistance needed, and the level of food preparation required.
- 3.10.2.4 All arrangements must be made with the District prior to the event in order to allow sufficient time for proper planning.
- 3.10.3 Exterior areas:
 - 3.10.3.1 An individual or organization wishing to reserve an exterior area must complete a Use Agreement.
 - 3.10.3.2 The cleanup of an exterior area is the responsibility of the user.
 - 3.10.3.3 A user failing to provide cleanup will be charged for the cleaning of the space according to the Fee Schedule.
- 3.10.4 Labs:
 - 3.10.4.1 A lab will be used only for purposes appropriate to the lab.
 - 3.10.4.2 An additional charge will be made for use of lab equipment, including computers, according to the Fee Schedule.
 - 3.10.4.3 District-sponsored activities are exempt from this fee.
- 3.10.5 Equipment:
 - 3.10.5.1 Equipment may be used, rented for use, and/or moved within the facility only with the permission of the Event Approver or their designee. Only equipment specified in the Use Agreement will be made available to the user.
 - 3.10.5.2 Any damages sustained to District equipment will be paid for by the user.
 - 3.10.5.3 Equipment may be rented for use off school premises with the written permission of the Chief Operations Officer or the Facilities Director. The process to be followed for the loan of District assets is outlined in FIS-W018, Loan of District Assets.
 - 3.10.5.4 At its discretion, the District may charge a deposit for the use or rental of equipment.
 - 3.10.5.5 The District reserves the right to restrict the use of any equipment owned by the user. All equipment must be removed immediately after use.
 - 3.10.5.6 The District will not assume liability in connection with the use, loss or damage of user's equipment.
- 3.10.6 An overnight stay by a group is not encouraged but may be permitted.
 - 3.10.6.1 The principal or designee will notify, utilizing form RSK-F030, Overnight Use of School Facility, 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.

3.10.6.2 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.

3.10.7 Baccalaureate services:

3.10.7.1 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.

3.10.7.2 The District will assume no direct or indirect financial support for baccalaureate services.

3.10.7.3 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.

3.10.7.4 Attendance at a baccalaureate service will be strictly voluntary.

3.10.7.5 Involvement of District staff:

3.10.7.5.1 District staff will not take part in the planning of a baccalaureate service during the school day.

3.10.7.5.2 District staff will exercise caution in participation in baccalaureate services so that the District will not be perceived as sponsoring the service.

3.11 Supervision:

3.11.1 The Facility Rental office 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.

3.11.2 The Facility Rental office 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.

3.11.3 The Facility Rental office may require that a District employee or District services, such as a campus monitor, security, or Custodial Services, be utilized for the purposes of building supervision, access, lock-up and/or cleaning.

3.11.3.1 A District employee assigned to supervise a facility event will be paid by the District and the user will reimburse the District according to the Fee Schedule.

3.11.4 The Facility Rental office may approve non-District employee supervisors to oversee approved facility uses; such approval will be made in writing.

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

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

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

3.11.6 If a complaint regarding supervision cannot be resolved by the Facility Rental office and the representative of the user, a written formal complaint (in accordance with District policy and

procedure ADM-A005, Complaints: Public and ADM-P008, Complaints, Public: Process for Resolving) will be forwarded to the Chief Operations Officer or Facilities Director.

3.11.7 The Facility Rental office may, at their discretion, issue a key to an individual, subject to satisfying the conditions of supervision in Section 3.11 of this procedure and District policies and/or procedures relating to the use of keys and/or electronic key cards.

3.12 Maintenance and damage:

3.12.1 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.

3.12.2 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.

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

3.12.4 The principal, Facilities Rental office, and Risk Management shall be notified by the user of any damage that occurs as a result of facility usage. In accordance with District Policy RSK-P005, Property Loss Reporting and Replacement a property loss report may be submitted to Risk Management.

3.12.5 An investigation may be conducted to determine the extent of damage and cost of repair.

3.12.6 The Risk Management Department will send a bill to the user in a timely manner for costs related to the damage.

3.13 Scheduled use of facilities:

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

3.13.2 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.

3.13.3 The maximum number of people permitted in any facility shall be restricted to its seating capacity as indicated by the appropriate fire marshal.

3.13.4 Possession, use, manufacturing, distribution, or sale of tobacco, tobacco products, tobacco look-a-likes, or electronic cigarettes, alcohol, other controlled substances or other drugs is prohibited in all District facilities, on all District property including in personal and District vehicles, at all District sponsored activities, and/or to and from school and constitutes grounds for revocation of the Use Agreement and/or refusal of permission for facility usage in the future. (See ADM-A003, Drug, Alcohol, and Tobacco Free School District)

3.13.5 Consumption of foods is permitted only in areas designated by the District.

3.13.6 No person will discharge, set off, or explode any firecracker, fireworks, or explosive devices of any kind in or on a facility. Fireworks sales of any kind are strictly prohibited.

3.13.7 Go-carts or other power-driven equipment shall not be used in or on a facility, other than for normal delivery or for purposes attendant to regularly authorized school or community use.

- 3.13.8 Animals shall not be allowed in or at a facility except with permission of the site administrator. The process for requesting permission to bring an animal into a District facility is outlined in procedure INS-P010, Animals in District Facilities.
- 3.13.9 No heating appliances (e.g., hot plates, hair dryers, portable heaters) will be allowed except in those areas specifically designated, and approved by the Facilities Director.
- 3.13.10 No temporary electrical wiring or electrical extension cords other than heavy-duty, three-pronged cords are permitted for use.

4.0 ASSOCIATED DOCUMENTS:

- 4.1 Dissemination or Display of Materials (Policy), COM-A002
- 4.2 Duties of Employees (Policy), HUM-A021
- 4.3 Facility Rental Event Request (Policy), FAC-F011
- 4.4 Use of District Facilities (Policy), FAC-A011
- 4.5 Loan of District Assets (Work Instruction), FIS-W018
- 4.6 Overnight Use of School Facility (Form), RSK-F030
- 4.7 Complaints: Public (Policy), ADM-A005
- 4.8 Complaints, Public: Process for Resolving (Procedure), ADM-P008
- 4.9 Property Loss Reporting and Replacement (Procedure), RSK-P005
- 4.10 Drug, Alcohol, and Tobacco Free School District (Policy), ADM-A003
- 4.11 Animals in District Facilities (Procedures), INS-P010
- 4.12 Fee Schedule for Use of District Facilities (Work Instruction), FAC-W028

5.0 RECORD RETENTION TABLE:

- 5.1 See Facilities Services Document Matrix.

6.0 REVISION HISTORY:

Date	Revision Ref.	Description
12/06/2013		Document Approved
1/28/2020	1	Document Updated

7.0 APPROVAL AUTHORITY:

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

Signature

Date