

Community Use of District Facilities

Categories and Fee Classification

Categories of Use

1. Nonprofit (by IRS classification) organizations composed primarily of students/patrons of this district (e.g., 4-H, Scouts, Campfire) engaged in activities involving no additional expenses to the district, and substantially related to the educational programs of the district, will pay no fee except Class I fees, as applicable.
2. Organizations composed of employees of the district engaged in general meetings, educational projects, and similar activities directly related to their employment, or engaged in district supported programs shall pay only classification I fees as applicable. If engaged in activities primarily related to the general purposes of the organization and not specifically related to the district, they will pay Class I and II fees, as applicable.
3. Nonprofit (by IRS classification), political, economic, artistic, civic, social, fraternal, religious or similar organizations meeting for the stated purposes of the organization will pay Class I and II fees, as applicable.
4. Nonprofit (by IRS classification) organizations composed of residents of the district engaged in fund raising activities, if the net proceeds thereof are specifically identified and retained and segregated for the general benefit of children of the district, will pay Class I fees, as applicable.
5. Nonprofit (by IRS classification) organizations composed substantially of residents of the district engaged in fund raising activities, where the net proceeds are identified and retained for the direct benefit of the patrons, will pay Class I and II fees, as applicable.
6. Nonprofit (by IRS classification) organizations or persons desiring to use the facilities for fund raising activities will pay the appropriate Class I and II fees, as applicable.
7. Profit-making organizations or persons desiring to use district facilities will pay the appropriate Class I and III fees, as applicable.
8. The district may require deposits or charges for special requests not covered by the policy.
9. The district retains the right to deny anyone further use due to security breach, damage to facilities or other improper action. Problems with user groups (damage, etc.) will be documented and may preclude future use.
10. OSAA sanctioned competitions shall be charged based on negotiated contract agreements between OSAA representatives and Lebanon Community School District representatives.

11. If there is a question as to the group's classification, it will be reviewed by the facilities services office and a decision will be rendered.

Fee Classification

The district will seek to achieve maximum economic benefit from its ability to rent or lease District facilities, but may establish criteria for circumstances that justify a reduced fee.

1. Class I: Where applicable, salaries for custodians, cooks, and other auxiliary employees, which will include both the direct out-of-pocket costs and a sum for overhead and administration. A fee for utilities costs is included in the charges to all user groups.
2. Class II: A nominal rental charge for the use of buildings, facilities, or equipment. Reasonable rental charge is defined as an amount less than estimated actual cost.
3. Class III: A reasonable rental charge for the use of the buildings, facilities, or equipment. Reasonable rental charge is defined as an amount approximating estimated actual cost.

Appeal of Category of Fee Classification

1. The director of facilities or designee has the discretion to apply such fees as deemed appropriate. Fees may be established for long time use agreements.
2. When an applicant objects to the category and fee classification assigned by the director of facilities or designee, the director of facilities or designee will refer the application to the superintendent for action.

Use of District Equipment

In order to assure that equipment provided in the schools for the education of young people will be most beneficially used for that purpose, school equipment normally will not be loaned or rented for use outside the building or off the grounds of the school, to non-school organizations. In unusual circumstances the facilities service department may authorize such loan or rent.

Limitations on Use, All Groups or Individuals

Illegal Activities

The use of buildings or properties of the district will not be granted to any organization or individual if there is a prima facie showing that the organization or individual will use said facilities for or in the promotion of illegal activities.

Drugs, Smoking and Gambling

The use of alcoholic beverages and illegal drugs in any form is prohibited in school buildings and on school grounds. Gambling is prohibited in school buildings and on school grounds. Smoking is strictly prohibited in all district facilities and on school grounds.

Use of School Grounds

The rules pertaining to school grounds stated in current board policy apply to all users.

Public Solicitation in District Facilities

The advertising or sale of merchandise in buildings or on school grounds by nonstudents will not be permitted except with the consent of the business office and/or principal. (Also refer to KI).

Attendance Limits

The maximum number of people permitted in auditoriums, gymnasiums and cafeterias (or any posted area) in the various buildings will be restricted to their capacity as specified by the fire codes.

Rules for Use of District Facilities by Outside Agencies:

1. A schedule of all events will be provided to the Facilities Services Department. The schedule should show:
 - a. Specific times and dates of events and games;
 - b. Arrival and expected departure time of participants;
 - c. Name and arrival time of supervisor;
 - d. Names of team scheduled to play and coaches
2. Participants are not to enter the building until the time specified in the Use Agreement.
3. All participants and accompanying audience are to remain in the agreed upon area as described by the Use Agreement.
4. The user is responsible for control of audience and participants to prevent running around the building, playing on unauthorized equipment or damaging property.
5. Harassment of school district personnel by members of the scheduled groups trying to get early admission will be basis for the cancellation of the Use Agreement.
6. Whenever possible, activities will be scheduled at facilities appropriate to the age of students involved, i.e., elementary at elementary schools, Boys and Girls Club at middle schools, etc.
7. Any damage or unusual occurrence will be reported to the administrator and/or Facilities Services Department. The user will be billed for custodial time to clean up, replace furniture and mats and repair damages.
8. Any complaints that users have are to be reported to the administrator and/or facilities services department.
9. District funded programs have priority on the use of facilities and may have to cancel use by outside groups. Every effort will be made to give at least 48 hours notice. Known dates of conflict should be listed when the Use Agreement is prepared.

10. Use by profit-making organizations or persons will be limited to outside normal operating hours and subject to Use Agreements. Exceptions may be approved by the director of facilities or his/her designee.
11. A refundable key deposit of \$25.00 will be collected from local nonreligious/nonprofit youth groups or other groups with a fee waiver, when using the facilities at times requiring a key. A refundable card deposit of \$5.00 will be collected from local nonreligious/nonprofit youth groups or other groups with a fee waiver, when using the facilities at times requiring an access card.
12. A refundable cleaning deposit of \$30.00 will be collected from all users of district facilities (except the Lebanon High School stadium, track and turf field) with or without a fee waiver.
13. A refundable cleaning deposit of \$50.00 will be collected from local nonreligious/nonprofit youth groups or other groups with a fee waiver using the Lebanon High School stadium, track and turf field. A refundable cleaning deposit of \$100 will be collected from profit-making organizations or persons using the Lebanon High School stadium, track and turf field.

Procedures and Regulations for Community Use of Facilities:

Application forms and copies of the procedures, regulations, and fee schedules are available on the district website and at the facilities services offices.

Application

1. The use of any building, facility or equipment of the district for other than regular school district activities should be initiated by written application to the facilities services department not less than five days prior to the date of use. Applications will be accepted for the current school year only.
2. Such application for use of school property will be upon the forms provided and signed by an official of the requesting organization.
3. The application, when completed by the user, will be reviewed by the facilities office for facility availability and determination of rental fee.
4. If there are conflicting requests for use, or if there is a question regarding the suitability of the proposed use, the matter will be submitted to the director of facilities or designee. After a decision has been made, the director of facilities or designee will notify the organization of the decision and why that decision was reached. If an organization does not agree with the director of facilities decision, it may appeal in writing to the superintendent for final decision.

Supervision

1. The user will designate a person in charge. Also, a district staff representative will be in attendance whenever organizations use large group facilities such as auditoriums, cafeterias, or gymnasiums or as recommended by the administrator.

2. A user designee who fails to secure the building will be responsible for damages resulting from it not being secured. A second occurrence of failure to secure the building by the same person will result in a change of designee or cancellation of the Use Agreement.

Custodians

1. During regular custodial working hours:
To assist the user in preparing a building for use and subsequent cleanup, a custodian will need to be present. The user will be charged Class I rates for all custodial time. There is no charge for custodial time to lock and unlock a building during regular custodial hours. The user will be billed for custodial time to clean, replace furniture and mats, repair damages, or provide other services.
2. On weekends and during custodial non-working hours the user will be billed at Class I rates for all custodial time to assist the user in preparing a building for use and subsequent cleanup; e.g., replacing furniture and mats, repairing damages, unlocking, locking and/or securing the building, or providing other services. Cleanup following each event is the responsibility of the user or group.

Cooks

1. Due to health standard requirements and the complexity of the kitchen equipment, a district cook will be present whenever a kitchen is used. This person's role is to ensure that the use of district kitchen facilities and equipment is consistent with health and sanitation standards and the related charge does not cover work done by the cook for the user. If any such work is to be done, pay is a separate matter between the cook and the nutrition services director but the responsibility of the user.
2. No person less than 16 years of age will be allowed to assist in the kitchen with any duties whatsoever. Children under 16 years of age will not be allowed in the kitchen while their parents are performing kitchen duties.
3. The user will be billed at the Class I rate for a cook's overtime if applicable.

Insurance

1. An agency using district facilities shall maintain in-force insurance policies for the duration of the occupancy of the district premises. If insurance is not available, adherence to the districts Hold Harmless agreement will be required.
2. A nonprofit group is required to carry commercial general liability coverage written in a company admitted in the state of Oregon and having an AM Best rating of at least A-7. Total liability coverage shall be a minimum of \$500,000. The agency shall provide a certificate of insurance as evidence of required coverage and shall name the district as an additional insured. The superintendent may waive the certificate of insurance requirement for nonprofit agencies.
3. A profit group is required to carry commercial general liability coverage written in a company admitted in the state of Oregon and having an AM Best rating of at least A-7. Total liability coverage limit shall be a minimum of \$1,000,000. The agency shall provide a Certificate of Insurance as evidence or required coverage and shall name the district as an additional insured.

Miscellaneous Expenses

1. Any damage to district property will be charged to the approved user group. The district property must be left in the same condition as found.
2. Because of the special hazards in moving pianos, both to the physical well-being of persons moving and to the piano itself, pianos will not be moved from floor to floor except by professional piano moving organizations, and fees for such services will be assessed to the organization using the facilities. Fees may include tuning.
3. Whenever organizations require special equipment such as public address systems, projection equipment, additional electric facilities, etc., installation as necessary will be made with the approval of and under the direction of school district personnel, and Fee Classification I charges will be made to cover the cost of labor and material.
4. Any organization sponsoring the use of playgrounds or athletic fields during the summer months will provide a supervisor without cost to the district for the entire time the grounds are in use, and will also assume all liability for any accidents that may occur upon the grounds during the time school grounds are in use under its supervision.
5. Payment for the use of buildings, facilities, and equipment, will be made after billing by the facilities service department. Exception: When an estimate for payment for the use of buildings and/or grounds exceeds \$500.00, a performance bond may be required.
6. Request for the cancellation of agreements for use of buildings, facilities and equipment will be made in writing not later than one day preceding the scheduled use. A charge will be made in accordance with the schedule of fees for each school engaged and not used, unless such notice to cancel is given.