

Community Use of School Facilities - Facility Use Applications

~~Facility Use Applications:~~

School Facilities are primarily used to provide an educational program that promotes the welfare and education of students. From Time to time, community use of school facilities and equipment is permitted when it promotes the attainment of positive educational, cultural, recreational, and social or civic goals and values of the community.

Applications requesting use of ~~the~~ a school facility must be submitted to the ~~Facilities Office Superintendent or designee~~ at least ~~ten (10)~~ fourteen (14) days ~~or more~~ in advance of the ~~time desired~~ event/activity. ~~and~~ The application must be signed by a qualified representative of the organization desiring to use the ~~building~~ facility.

When considering facility use applications, the following ~~should will~~ be taken into consideration:

- a. The activity ~~should will~~ not interfere with the schedule of normal activities of the school or district.
- b. The content of the activity ~~should will~~ be reasonably appropriate in a school setting.
- c. The event is not in conflict with the health and safety of the District or community and does not violate any federal, state, or local ordinance.
- d. The user agrees to follow all health and safety protocols outlined by the District.

**Short-Term Use - Facility Use Agreement**

Application for use of school facilities shall be made for use up to four months.: Terms of use will be further spelled out in the Facility Use Agreement.

**Long-Term Use - Rental Lease**

Application for use of school facilities shall be made for use four months or longer.: Terms of use will be further spelled out in a formal Rental Lease..

~~The~~ Renting Use of school facilities will ~~ordinarily~~ be on a first-come-first-serve basis for eligible organizations, except ~~that~~ school-related activities shall have priority.

For available facilities and times, please view the school district web site at [www.sd83.org](http://www.sd83.org).

## Application Chain:

Building Principal - Community members / organizations may inquire about availability of facilities specific to each building. (during the time the school office opens in the summer and closes in the spring)

Superintendent or Designee - Facility Use Application must be submitted to Superintendent or designee at least 10 14 days prior to the desired dates of facility use.

Business Manager - all payments and final approval once payment is received.

Designee - After confirmation of the Facility Use Application approvals, the Designee will contact the group/individual using the facility to review Use Standards and provide a means to enter the facility.

## Right to Decline Use:

The use of the school premises will be denied when, in the opinion of the Superintendent or designee, such use may be construed to be solely for commercial purposes, there is probability of damage or injury to school property, or the activity is deemed to be improper to hold in school buildings, or if it conflicts with any federal, state, or local public health ordinance or District health policy or procedure. The building principals ~~reserve the authority to may deny the application use of the District facilities~~ for good cause.

## Fees/Rental Costs:

The Superintendent, or designee, shall establish a schedule of fees and make additional adjustments in the fees as necessary for the use of any school facility or school grounds. Fees/rental charges shall cover costs of wages and benefits of school personnel involved and utilities. The Board of Trustees will review this fee schedule annually periodically.

## Categories Defined

For rental purposes, the organizations seeking the use of the school facility have been divided into three categories, please see 4210F for all the fee amounts schedule:

### Category 1

~~Groups in this eCategory 1 are basically is composed of~~ community groups (church or secular) whose memberships involve school-age children whose leaders or advisors are non-paid adults and whose main purpose is to in some way educate the youngest member. ~~These Category 1 groups will not be charged a rental fee for the use of the buildings school facilities. However, they will~~ There may be charged a charge for custodial fees services and minimum consumable items, such as paper products, should their use of the facility require man-hours beyond those

~~which the custodial staff would have needed had the building not been used by the community group beyond the work day and/or work week.~~

~~These include those organizations whose main purpose is to promote the welfare of boys and girls or to provide members of the community access to government programs or opportunities for civic participation. Examples are: Scouts, Campfire, parent teacher groups, 4-H, city or county sponsored recreation groups, garden clubs; polling places, presidential political caucuses and governmental groups. No fee shall be charged provided that additional staff are not employed to supervise or clean the facilities. A rental charge shall be established to recover additional utility costs which are incurred, in the event there are no school staff on duty, to reimburse the district for the costs of providing custodial services.~~

Groups in this Category 1 are basically composed of *Board recognized community groups organizations* (church or secular) whose memberships involve school-age children ~~whose with~~ leaders or advisors *that* are non-paid adults and ~~whose main purpose is to in some way educate the youngest member and~~ promote the welfare of youth or provide members of the community access to government programs to engage in opportunities for civic participation. ~~These groups will not be charged a rental fee for the use of the buildings. However, they will~~ There may be ~~charged~~ a charge for custodial fees services and minimum consumable items, such as paper products, should ~~their use of the facility require man-hours beyond those which the custodial staff would have needed had the building not been used by the community group~~ beyond the work day and/or work week when additional staff are needed to supervise or clean the facilities.

Examples are: Scouts, Campfire, parent-teacher groups, 4-H, city or county sponsored recreation groups, garden clubs; polling places, presidential political caucuses and governmental groups.

## Category 2

~~This e~~Category 2 includes community non-profit organization with IRS Section 501- ( c ) 3 status (IRS numbers) and community groups of people whose leaders, advisors or coaches are paid adults who wish to use facilities owned by the school district which may require membership dues of entrance fees for lectures, promotional activities, political rallies, entertainment, college courses, athletic groups, exercise groups, dance groups, church services or church activities for which public halls or commercial facilities generally are rented. The district shall charge a rental rate, which will recover utility, capital expense, maintenance, energy and overhead costs for the use of the facility. Should there be custodial costs incurred as a result of the use, additional custodial costs will also be charged.

## Category 3

~~This group~~ Category 3 shall include for-profit organizations not ~~listed defined~~ in Category #1 or Category #2 and non-profit organizations from outside the community

The following Custodial Fees apply:

1. \$20 when the custodian is required to open and close the building, but is not required to supervise or clean after the activity. At no time will a custodian supervise the activity.
2. When a custodian is required to open, clean, and close an area, ~~they~~ the custodian will receive the appropriate overtime rate based on the standard rate of pay for each employee. The custodian ~~must~~ will arrive one-half hour before the meeting starts, to ensure appropriate building use, clean as needed, and secure the building at the close of the activity.

Fees will be invoiced ~~and~~ to the sponsoring organization whose name appears on the application shall be held responsible for any and all damages to school property and equipment. All fees/charges must be submitted to the ~~Facilities Director~~ ~~Director of Finance~~ District Office for final approval ~~before~~ of the ~~Facility Use Application is used~~ and or the renter will not be allowed to use the building until all fees/charges have been paid in full.

School Equipment: *(This section was moved from behind insurance coverage.)*

Each group is to use its own equipment, not that of the school unless special arrangements are made in advance. Under no conditions shall materials or equipment be taken from students' lockers or desks.

Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing and may be granted by the procedure by which permission to use facilities is granted. The user of school equipment must accept liability for any damage to or loss of such equipment that occurs while it is in use. Where rules so specify, no item of equipment may be used except by a qualified operator. No District equipment shall be removed from the premises for use by non-district personnel unless otherwise provided for in ~~policy~~ procedure. All equipment used must be thoroughly cleaned and disinfected by the user.

Proper and accepted footwear shall be worn to ensure care of gym floors. Use of the gym can be cancelled immediately if not observed.

Tables and Chairs:

The District will charge a pre-paid fee of \$5 per table per day and 50 cents per chair per day to all community individuals or non-public agencies using these items off school premises. The renting individual or agency will also pay for any district costs associated with transporting these items, as well as all costs for replacement of any items lost or damaged during use. The funds collected for rental of these items will be placed in an account for purchase of replacing tables and/or chairs. District personnel and the renting individual/agency will inventory the number and condition of all items when they are taken and when they are returned to the district.

Keys/Card Keys:

Arrangements for Open/Close are the responsibility of the User and must coordinate with the ~~Facilities Director~~ **Superintendent or designee** at least one week prior to the first requested date of facility use. Keys will be provided by the building principal's office. There is a \$15 refundable key deposit, which will be forfeited if the key/card key is not returned on the agreed upon date entered on the Facility Use Agreement - 4220. If keys are not returned the ~~Facilities Director~~ **Superintendent or designee** is to be contacted immediately to deactivate card keys.

During approved activities by outside groups only authorized personnel may allow admittance to any building. The building principal for one-time use may give out keys. No non-school person may have a building key on a semi-permanent or permanent basis.

#### Insurance Coverage:

The Board ~~may~~ **requires** facility users to carry a commercial general liability insurance policy with a minimum limit per occurrence of \$1,000,000 and a \$2,000,000 aggregate limit. A Certificate of Insurance for the policy, naming the West Bonner County School District as an additional insured, ~~may also be~~ **is** required along with the facility use request. The Board reserves the right to require increased insurance coverage on any event. All non-school groups must have proof of liability insurance on file at the District Office.

Each group is responsible to see that only its members are admitted **to the activity/event**.

Groups or individuals who use school property are responsible for any and all people they admit during their rental time. It is ~~recommended~~ **required** that groups limit access to facilities to their group or provide a person to monitor activity by members of the public who just show up. In any case, the renting group will be held responsible for the behavior of all people during their rental time.

#### **Inventory of Facility/Equipment**

**The District or organization renting the facility may create an inventory, including a graphic record to assure the facility/equipment is left in usable condition without repair needing to be made after use.**

#### Supervision:

At least one District employee must be on hand, paid for by the **community** organization, when in the opinion of the Superintendent or designee it is necessary to supervise the individuals and protect school property. The number of paid employees shall depend on the type of service, number to be served and number of volunteer helpers.

Whenever ~~a cafeteria~~ **kitchen equipment** is used, it shall be under the supervision of a ~~school~~ **Child Nutrition** employee. The group using the facility shall ~~reimburse~~ **pay** the District ~~for~~ the ~~salary~~ **hourly rate and benefits** of the employee **for supervising use of the kitchen equipment**.

~~No school building or facility shall be used for any purpose which could result in~~ Activities prohibited by law as well as picketing, rioting, disturbing the peace and school operations are not permitted or allowed as these acts may cause, ~~or~~ damage to district facilities and/or equipment property ~~or for any purpose prohibited by law.~~

No access to other rooms or equipment in the building shall be permitted unless designated ~~by agreement~~ in the application.

#### Outdoor Facility Usage:

Because of the value of the District's playing fields and the community's total recreational opportunity, all residents may use the fields. Use must be appropriate and compatible with each playing field and its surrounding area. Such use shall not result in destruction, damage or undue wear or pose a hazard to children or others. Activities, which endanger others or cause damage to field and lawns, are prohibited. Should damage to fields or lawns occur, the Superintendent shall make a reasonable effort to obtain restitution for the damage.

The following applies to all District outdoor facility rentals:

1. The rental group shall be responsible for the full replacement cost of any facility or equipment damage.
2. The procedure for cancellation of outdoor events due to threatening weather and/or field conditions is as follows:
  - a. If field conditions are such that play is not recommended, the ~~Facilities Director~~ Superintendent or designee shall notify the rental group as far in advance as possible that contests must be cancelled. Practice field rental will be substituted, if possible.
  - b. If there is rain the day of the scheduled contests, the game field rental is considered cancelled and game fields are not to be used. Questions can be answered by calling the ~~Facilities Director~~ Superintendent or designee.
3. All equipment items the rental group desires must be listed on the rental agreement.
4. Requests for night rentals will be reviewed on a case-by-case basis.
5. Rental Groups are responsible for picking up trash at the field. If custodians are required for clean up rental groups will be assessed a custodian fee.

#### Fees:

All fees collected by West Bonner County School District from community use of the facilities will be ~~designated~~ credited to the school facility account in which the facilities use of the facility takes place.

Legal Reference: I.C. § 33-601      Real and personal property – Acquisition, use or disposal of same.  
I.C. § 33-602      Use of school property or buildings for senior citizen centers  
Lamb’s Chapel v. Center Moriches Union Free School Dist., 113 S.Ct. 2141

Policy History:

Adopted on: March 12, 2008  
Revised on: October 15, 2014  
Revised on: August 19, 2020  
Revised on: February 6, 2024  
Revised on: February 6, 2025