

BUILDING USE POLICY

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AUTHORITY AND RESPONSIBILITY

Superintendent Responsibility

The Superintendent of Kane School District or the designee is hereby authorized to enter into contracts with groups, individuals, etc. for the use of school facilities, which, in the Superintendent's opinion, are in the best interests of the Kane School District, subject to review or approval by the Board of Education.

School Principal Responsibility

The Principal, subject to approval and direction of the Superintendent, shall allow occasional use of school facilities and shall also be responsible for collection of rental money, notification of personnel involved (custodian, lunch manager, technicians, etc.), and the determination of free and occasional use of the building according to policy.

The Principal shall be responsible for adequate supervision of the school and school equipment during rental hours. Any non-school group occupying school property shall provide adult supervision adequate to maintain order and prevent the destruction of school property. Facilities shall not be available at the time of use unless the supervisor or supervisors are present as agreed.

At the time of rental, the user or organization shall make arrangements for adequate supervision. In the absence of the principal or his/her designee, the custodial staff shall represent the best interests of the School District as it relates to the use of the building and grounds.

COMMUNITY USE

The Kane School District Board of Education, in accordance with Utah laws governing the use of school property, shall permit the use of District property as long as the permitted use does not interfere with school activities or District policy. This use is to be conducted without cost to the Kane School District. All use shall be under the direction of the Board of Education and shall be subject to the conditions, rules, and regulations it prescribes.

When in the opinion of the Superintendent or the Superintendent's designee, the requested use of school facilities is not for recreational, educational, political, economic, artistic, moral, scientific, social or other civic purpose on the interest of the community, the Superintendent or the designee will bring the proposed activity to the School Board for approval or denial.

RENTAL PROCEDURES

The rental rate for use of school and School District facilities for other than school use shall be according to the User Fee Schedule as approved by the School Board. The following procedures apply to rental of school buildings:

1. The "Use of School Facilities Application" form will be filled out and presented to the principal of the school where the activity is to take place.
2. A certificate of liability insurance is required with limits of not less than \$1,000,000. The School District shall be named as an additional insured.

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- a. Except as provided later in Policy GC, this provision can only be waived by action of the School Board of Education.
 - b. A Hold Harmless Agreement shall also be entered into at the time the use application is signed and submitted.
3. A user fee schedule shall be developed and approved by the School Board of Education.
 4. The user fee shall be collected by the Principal, be recorded, and all fees shall be sent to the School District Office.
 5. Personnel charges will be added according to the rates listed on the user fee schedule.
 6. Users will leave chairs, tables and other equipment in exactly the same position in which they were found.
 7. All areas used shall have all garbage, paper and clutter picked up and placed properly in garbage cans and bins as provided and or specified by the School District.

CONTRACTS

All contracts shall be in writing on forms approved by the Superintendent, furnished by the School District and executed for and on behalf of the Board of Education by the Superintendent or the designee.

A lessee, by entering into a contract, shall thereby waive any claim against and shall indemnify, save and hold harmless the Kane School District and its agents and employees against claims of any and all persons for injury to persons or damage to property.

An application for contract must be initiated at least five (5) days, but not more than one year prior to the date(s) requested. However, no contract will be acted upon for a succeeding school year until after the school calendar is set.

STANDARDS OF BEHAVIOR

The principal of the school shall accept application from only those individuals or groups who can assure adherence to the standards of behavior of the school. Adults shall be expected to observe the same standards of dress, speech, and conduct as required of students attending that school. Tobacco, intoxicating drinks, drugs, and boisterous conduct are expressly prohibited of all participants, spectators and visitors. The following will not be tolerated and are expressly prohibited by the School Board:

1. Vandalism;
2. Use without consent, or abuse of school furniture or other school property;
3. Appropriation, use or abuse of books, supplies or athletic equipment belonging to the school or to its students.

INSURANCE

The Kane School District requires a certificate of insurance from the organization requesting use of District facilities showing that the organization has obtained \$1,000,000 of public liability and property damage insurance. This policy must name the District as an additional insured and must cover any and all use of school property by or under the sponsorship or control of the user organization. Responsibility for obtaining such insurance coverage rests solely with the organization requesting use of District facilities. Responsibility for reporting to the principal of the facility involved any losses or damages rests solely with the organization using the District facilities.

EXCEPTION TO INSURANCE REQUIREMENT

The Kane District Building use policy works well in most circumstances. However, when it comes to small events like class reunions, family reunions, family dinners, wedding receptions and other small personal type of activities, it is unreasonable to require the user to obtain a \$1,000,000 liability and property damage insurance policy. Therefore, when building use is requested for these types of activities, the following guidelines will apply.

The user will be required to complete a, Kane School District Use of School Facilities Application Form, and must comply with all provisions contained in this form, except that the user will not be required to provide proof of liability and property damage insurance coverage. The user will also be required to a complete a form described as, “Addendum to Kane School District Use of School Facilities Application Form”.

BUILDING SECURITY

Principals shall have the responsibility for building security and issuing of keys, subject to the following guidelines:

1. All employees are to sign when checking a key in or out and will be given an authorization slip properly signed by the principal;
2. No master key shall be issued to, or used by, other than School District authorized personnel;
3. Employees who copy a key or disregard this policy, or who do not follow this policy will be subject to disciplinary action or termination;
4. Students shall not be issued keys or allowed in a building without adult employee supervision;
5. No keys are to be issued to any member of the community, club or organization;
6. The maintenance department will be notified immediately whenever it is discovered that a school key is lost or stolen.

NON-PROFIT RECIPROCAL ORGANIZATIONS – CLASS I

1. This category is for certain types of activities generally considered to be directly associated with the District and/or a non-profit group serving the youth of the District and community such as: church, parent organization, booster groups, KEA, Boy Scouts, Girl Scouts, Arts Council, etc.
 - a. User fees will not be charged when the funds raised are to be used to directly support school related activities.
2. This category may also include groups sponsored by governmental agencies that have entered into a formal Facilities Use Agreement with the School Board. This would include users groups such as city or community recreation programs.

NON-PROFIT COMMUNITY PRIVATE ORGANIZATIONS – CLASS II

1. This category includes community groups who want to use facilities for services or other special functions. Also included are family groups, wedding receptions, class reunions, civic groups, state tax supported institutions, service organizations and other “non-profit” groups.
2. Class II users who are conducting a fund raising activity will be charged as a Class III user unless all sponsors, participants and/or performers reside in Kane County.

COMMERCIAL PROFIT MAKING ORGANIZATIONS – CLASS III

This category is for an individual or groups desiring to use a District facility to make a profit, or to support an ongoing “for profit” operation. They do not qualify as a civic, service, religious, educational, or governmental agency.

USER FEE SCHEDULE

See User Fee Schedule attached to this policy.

RENTAL POLICY FOR FINE ARTS ORGANIZATION

The Fine Arts Councils in each of the communities, where they are organized, may use the school facilities for the purpose of presenting their programs and workshops for the general public. The organizations may be charged up to \$7.50 per night depending on services provided to the local schools. The use of the facility shall include the following at no additional cost:

1. Facilities will be opened at the scheduled time to allow performers adequate set-up opportunity. These facilities shall include public rest rooms, entrance halls and so forth;
2. Sound and microphones will be turned on prior to performance time;
3. One light “set up” will be provided which shall light the entire stage;
4. Access to sound and light switches will be provided to allow Council Members to provide a minimum production operation such as volume control on the sound;
5. If student technicians are required, the fine arts council will be expected to make necessary arrangements for the required services through the school and may be expected to reimburse the students for their time.

When special “outreach” programs and/or workshops are also presented during the school day to any of the students in the School District in connection with the evening presentations this rental fee will be waived.

All school facilities must be scheduled through the building Principal. Requests for facilities should be scheduled at least seven (7) days in advance.

Arts Council members will be responsible to see that the areas they use are reasonably clean and generally left the way the area was before they used it.

Food and drink shall not be allowed in the auditorium areas without specific permission from the Principal.

USE OF SCHOOL FIELDS AND GROUNDS FACILITIES

1. The use of school fields and grounds facilities will be allowed at no cost provided fields are not abused or used during extremely wet conditions or other times when the fields would be damaged.
 - a. Community groups such as Little League type sports programs will be allowed to use specified areas of the school grounds as approved by the Principal. Intergovernmental agreements and contracts pertaining to use of certain outdoor facilities located on School District property will supercede the policy.
 - b. The constant use of certain school playing fields during the regular school program, and the necessity of restoring them to good condition for league play, makes regular use of these school fields by non-school groups impractical.
 - c. The possibility of damage to rubberized tracts from cleats further restricts the opportunity for regular use of playing fields enclosed within these cocks by non-school groups.
 - d. One time use of outside facilities requiring lighting will require reimbursement according to the User Fee Schedule. Continued use of facilities requiring lighting will require reimbursement at the Class III rate.
2. School facilities are available to community organizations, however, these facilities should not be used at any time which would significantly or unreasonable interfere with or disrupt the regular school program.
3. No rental shall be charged for track equipment other than for costs of setting up and taking down equipment, repair, and equipment replacement cost. Equipment must be inventoried prior to and immediately following its use.

USE OF SCHOOL EQUIPMENT

The following guidelines shall govern use of school equipment:

1. The principal may authorize the use of school equipment at the school for community service provided only authorized personnel operate it.
2. Equipment of one school may be loaned or rented to another school of the District, provided arrangements are made between the principals involved.
3. School equipment shall not be used by individuals to unreasonably compete with business and industry for commercial purposes or for private gain except as included in the building rental policy.

EQUIPMENT FOR PERSONAL USE

The following guidelines govern the use of school facilities and equipment by school personnel:

1. Equipment may not be used for personal use by school personnel or the general public.
2. School personnel may use equipment to produce a personal article that may be used for demonstration purposes at the school provided the employee pays for the cost of the article after the school needs for the item have been completed.

OFFICE MACHINES

The following guidelines govern use of office machines:

1. As a convenience, school employees by paying the standard rate approved by the Administration may make personal copies from the copy machine. That standard rate should be similar to commercial rates in the area and the service will be provided only to school employees.
2. Employees may use the laminating machines that are owned by the School District for personal use provided costs of materials are paid and authorization is given by the administrator responsible for the equipment.
3. Employees whose regular job requires them to use District computers may use those computers for personal use after regular working hours, but the computers must not be taken from the premises. Computer disks used for personal data input should either be supplied by the employee or purchased from the School District.
4. Portable computers furnished by the School District for employee use at home may be checked out for a specified time through the check out procedure established by the principal.

WASHING MACHINES AND CLOTHES DRYERS

Washing machines and clothes dryers placed in the schools by the School District may not be used to wash personal clothing. These machines are only to be used for the intended purpose for which they were placed at the school.

**Kane School District
Use of School Facilities Application**

FOR OFFICE USE
At least \$1,000,000 INSURANCE PROVIDED

For Use at (Name of school building) _____

I NAME OF APPLICANT / ORGANIZATION

Purpose _____ Will admission or other fee be charged? Yes () No ()

Address _____

Supervisor / Instructor _____ Telephone (home) _____ (work) _____

Alternate contact person _____ Telephone (home) _____ (work) _____

II FACILITIES REQUESTED (Only those facilities and equipment specifically requested are to be used.)

Specific Facilities Requested _____
Auditorium, Cafeteria, Kitchen, Gym, Classroom, etc.

_____ #adults _____ #children _____

Special Equipment Needed _____

III TIME Starting Date_End Date _____ Hours from _____ to _____ month/day/year
month/day/year

Day(s) of Week _____ District Person Assigned _____

IV AGREEMENT

The undersigned hereby makes application to Kane School District for use of school facilities described above and certifies that the information given in the application is correct. The undersigned further states that he has the authority to make this application and agrees that the applicant will observe all rules and regulations of the Board of Education and the Principal of the school in which the facilities are requested. The applicant agrees to exercise the utmost care in the use of the school premises and property and to hold Kane School District harmless from all liability resulting from the use of said facilities and further agrees to use only those facilities indicated under item II above. Applicant further agrees to read and abide by the rules and regulations set forth on the back of this application. The applicant further agrees to reimburse the Kane School District for any damage arising from the applicant's use of said facilities. A minimum of \$1,000,000 of liability and property insurance will be secured.

PAYMENT OF RENTAL FEES: Determination of users who will pay a fee and the amount charged per hour will be decided by the School Principal based on the latest established rental rates. Rental fees are payable in advance to the Kane School District, unless prior billing arrangements are made.

_____ I have read and agree to abide by the rules and regulations on the reverse side of this application.
(initial)

_____ I understand that user fees of \$ _____ are payable in advance to Kane School District unless prior billing arrangements are made.

Signature of Applicant Date

V	FEES	Number of days scheduled	_____	SCHOOL DISTRICT APPROVAL
		Per Use	_____	The above group has been classified
	Equipment Fees	_____	_____	Class I _____ Class II _____ Class III _____
	Estimated room rental	_____	_____	
	Total	_____	_____	Signature of Building Principal _____ Date _____

1. It is the goal of the Kane School District Board of Education to make school facilities available for the widest community use. However, school functions shall have priority over community use requests
2. Applications for use of buildings or ground facilities must be submitted at least five (5) days, but no more than one year, prior to the date for which facilities are requested. However, no contract will be acted upon for a succeeding school year until after the school calendar is set.
3. Approval will not be granted for any meeting which may be in any way prejudicial to the best interest of the school district.
4. All costs for adequate supervision shall be the responsibility of the applicant. This shall include proper police and fire protection where necessary.
5. Keys needed to open facilities for contracted purpose shall only be checked out to district employees and only for specific contract events.
6. Decorations or application of materials to walls or floors will not be allowed without special permission of the building principal.
7. Profane language, possession or use of intoxicating liquor and/or drugs, smoking in the buildings, boisterous conduct, betting or other forms of gambling shall not be permitted on school premises.
8. Footwear appropriate for the playing surface shall be worn for all activity-type games.
9. Applicants will leave chairs, tables and other equipment in exactly the same position in which they were found. Furthermore, applicants are required to remove, at their expense, furnishings or rubbish left after use of the school facilities.
10. Custodians should not be asked to set up P.E. or other equipment; or to provide additional equipment not indicated on the application.
11. Facilities used and activities held shall be limited to those specified on the application.
12. The applicant must exercise the utmost care in the use of school premises and must hold the Kane School District harmless from the use of requested facilities and equipment.
13. All fire, building, and other safety codes shall be adhered to by all patrons.
14. Administrators and caretakers shall have access to all facilities at any and all times. Premises will be vacated, doors and windows secured and lights turned out at the time specified.

ADDENDUM
**TO KANE SCHOOL DISTRICT USE OF
SCHOOL FACILITIES APPLICATION FORM**

1. Warranty of Inspection:

User has inspected the Facilities and warrants to the District that the Facilities are acceptable and appropriate for all Event activities. User accepts full responsibility for all conditions on the premises that can be identified by reasonable inspection, if it fails to give District written notice of any objectionable conditions, no later than one week before the date of the Event.

2. Set Up For Event:

User understands and accepts it has full responsibility for safely and appropriately setting up all equipment, marking the site, and for all other activities necessary for staging the Event.

3. Safety & Security:

User understands and accepts it has full responsibility for all security measures necessary for the safety of all those involved in the Event including, but not limited to, parking lot safety, crowd control, and participant and spectator safety.

4. Supervision:

User warrants to the District that it will provide all the supervision necessary for the safe use of Facilities. User understands and accepts that it will provide all needed supervision and that the District has no supervisory responsibility for the Event.

5. Medical & Emergency Care:

User understands and agrees it takes full responsibility to provide medical and emergency care to all those involved in the Event, including participants and spectators. User warrants to the District that all medical and emergency care will be appropriate and sufficient.

6. Indemnification:

User agrees to indemnify, hold harmless and defend the District, and all it's boards, officials, officers, employees, agents and volunteers ("Indemnities") from any and all lawsuits, claims, damages, liabilities, costs and expenses, including attorneys fees, arising out of or in any way connected with this Agreement or use of the Facilities.

7. Signing & Dating:

This User Agreement is entered into this (Date) _____

Signatures:

User _____

School District _____

USER FEE SCHEDULE
Kane School District
Community Use of School Facilities

	Class I Hourly Rate	Class II Hourly Rate	Class III Hourly Rate
Auditorium – Rehearsal	None	\$5	\$15
Auditorium –Performance	None	\$20	\$50
Auditorium – Student Auditorium Technician	\$6	\$6	\$6
Cafeteria – High School	None	\$10	\$30
Classrooms	None	\$5	\$15
Gymnasiums	None	\$15	\$40
Outside Facilities without Lights	None	\$20	\$40

Dances in the Gym by outside groups are prohibited

Kitchens	All food service employees will be hired At their actual salary and benefit costs		
Kitchens may only be used if a school food services employee is hired to supervise the operation, use, and clean-up phase.			
Multipurpose Room – Elementary School	None	\$5	\$20
Stadium with lights	\$63	\$83	\$103
Techno – Teaching/EDNET Rooms @ each room	None	\$15	\$40
Techno Teaching/EDNET room Facilitators	\$15	\$15	\$15
Facilitators are required for each Techno-Teaching/EDNET Room used. Use of all of the equipment associated with each Techno-Teaching site is included in the rental fee.			
Technician – Hub	Time and a half salary cost if after After hours, (2) two hour minimum.		
May not always be required, but should Techno classes need special assistance, and call out is needed.			
Other District Employees	When other employees are required, Their actual salary and benefit cost Must be covered.		

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4. This category is for certain types of activities generally considered to be directly associated with the District and/or a non-profit group serving the youth of the District and community such as: church, parent organization, booster groups, KEA, Boy Scouts, Girl Scouts, Arts Council, etc.
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