

COMMUNITY RELATIONS

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Community Use of School Facilities

School facilities are available to the community for educational, civic, cultural, and other noncommercial uses consistent with the public interest, when such use will not interfere with the school program or school-sponsored activities. Use of school facilities for school purposes has precedence over all other uses. Persons on school premises must abide by District conduct rules at all times.

Student and school-related organizations shall be granted the use of school facilities at no cost. Other organizations granted the use of school facilities shall pay fees and costs. The Superintendent will develop procedures to manage community use of school facilities, which will be reviewed and approved by the Board. Use of school facilities requires the Superintendent's approval and is subject to the procedures.

Administration will approve and schedule various uses of school facilities. A master calendar will be kept in the office for scheduling dates to avoid conflicts during the school year. Should a conflict arise, the District reserves the right to cancel an approved request when it is determined that the facilities are needed for school purposes. Requests for use of school facilities must be submitted to the Superintendent's office in advance of the event.

The School Facilities and Grounds Use and Liability Release Agreement can be obtained by contacting the District Office. The School Facilities and Grounds Use and Liability Release Agreement must be completed, signed, and returned to the District office prior to the use of the facilities or grounds.

Legal Reference: § 20-7-805, MCA Recreational use of school facilities secondary
Lamb's Chapel v. Center Moriches Union Free School Dist., 113 S.Ct.
2141

Policy History:

Adopted on:

Reviewed on:

Revised on:

**SCHOOL FACILITIES/GROUNDS USE AND LIABILITY RELEASE AGREEMENT
Cascade School District**

Organization or Individual Requesting Facility Use: _____
Facility Requested: _____
Date and Hours of Requested Use: _____
Purpose of Use: _____
Will there be an admission fee? _____ If so, how much? _____

Premises and Conditions

Conditions of Facilities Use - Use of District facilities is conditioned upon the following covenants:

1. That no alcoholic beverages, tobacco, nicotine products, or other drugs are sold or consumed on the premises by the requesting organization or individual or any of its employees, patrons, agents, or members.
2. That no illegal games of chance or lotteries will be permitted.
3. That no functional alteration of the premises or functional changes in the use of such premises shall be made without specific written consent of the District.
4. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of District facilities.
5. The presence of weapons, including firearms, must be previously reviewed and approved by the Board of Trustees in accordance with Montana law.

Rent and Deposit

Generally, there will not be a charge for the use of a school facility except when, 1) An admission is charged to the event conducted in the school, or 2) There is a private business profit motive in the school facility use. The requesting organization or individual agrees to pay the District, as rent for the premises and as payment for special services (if any) provided by the District, up to \$40.00/hour. The requesting organization or individual shall be responsible for the actual cost of repair or replacement, including costs, disbursements, and expenses, resulting while it has use of the premises. To use the building for events for a full day, up to \$650.00 + custodial; half day up to \$325.00, to be paid in advance at the discretion of Administration.

Indemnification

The requesting organization or individual, by signature below, hereby guarantees that the organization shall indemnify, defend, and hold harmless the District and any of its employees or agents, from any liability, expenses, costs (including attorney’s fees), damages, and/or losses arising out of injury or death to any person or persons or damage to any property of any kind in connection with the organization or individual’s use of the District facility, which are not the result of fraud, willful injury to a person or property, or willful or negligent violation of a law on the part of the School District. The undersigned organization or individual accepts and assumes all such risks and hazards and does hereby release the School District from any and all liability including, but not limited to bodily injury, personal injury, and/or property damage which are not the result of fraud committed, willful injury to a person or property, or willful or negligent violation of a law on the part of the School District.

Insurance

The user of the facility shall provide the District with a certificate of insurance and endorsement to their property and liability policy. Said certificate and policy endorsement shall name the District as an additional insured. The certificate and policy shall show coverage for comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility. The insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person or resulting from any one accident, and \$1,000,000 for property damage in any one accident or the policy may provide a combined single limit for bodily

injury and property damage for \$1,000,000. The certificate shall contain a provision that the insurer not cancel or refuse to renew without giving the District written notice at least 10 days before the effective date of the cancellation or non-renewal.

Special Events Coverage

The district requires the event holder to purchase a special event liability policy for the event, and to name the district as an additional insured on the policy. The event holder should provide the district with a certificate insurance outlining the coverage limits and that the district has been named as an additional insured on the policy. Minimum coverage limits of \$1,000,0000 per occurrence and \$2,000,000 aggregate should be purchased.

Assumption of Risk

The requesting organization agrees to indemnify, release and hold harmless the District, inclusive of its employees, administration, board of trustees, and insurers from any and all civil liability involving any and all forms of injury except those that may arise as a result of willful, wanton or reckless conduct by the District or its agents adding unwarranted danger to participation in such event.

The requesting organization understands that the District will take all reasonable precautions to insure the risk of injury to individuals accessing the facilities or grounds is minimized. However, even though these precautions are taken there is still a chance of injury, and in rare instances even severe injury and death. The requesting organization understands the risks involved.

The School District DOES NOT provide medical insurance for any individuals who choose to access and use the facilities.

Non-Discrimination

The District will consider requests for use of district facilities for political purposes and activity in accordance with Montanan law. The requesting organization or individual agrees to abide by non-discrimination clauses as contained in the Montana Human Rights Act and the Governmental Code of Fair Practices.

District's Rights

The District reserves the right to cancel this Agreement, when it is determined by the District that the facilities are needed for school purposes.

DATED this ____ day of _____, 20__.

Cascade School District:

By _____

Requesting Organization or Individual:

By _____

Address _____

Phone _____

Additional Obligations:

Revised on: October 16, 2012, 10/17/17



CASCADE PUBLIC SCHOOLS

Building and Facility Use Agreement Form

School Facilities may be used for various school sponsored and community activities. Facilities may be used during non-school hours with proper approval and organization. Use of school facilities for school purposes has precedence over all other uses. All requests must be received at least one week prior to the event.

Organization Information:

Name of Group or Organization: _____ Representative: _____

Phone: _____ Address: _____ Email: _____

Event Details:

Purpose of Requested Use: _____

Date(s) of Use: _____

Event Time: _____ Setup Time: _____

Area Requested (i.e. gyms, commons, cafeteria): _____

Equipment and/or Setup Requested:* _____

School Personnel Requested:** _____

Will technology support be needed? (i.e. projectors, laptop) If yes, please be specific: _____

Will admission be charged? ___Yes ___No Time Facility is to be opened/closed if outside of school hours: _____

(After hours entrance and lockup is to be coordinated with business office staff during business hours.)

Facility Agreement: I, _____, hereby make request for use of facilities as outlined and agree to the terms and conditions as stated on front and back of form. The District reserves the right to cancel this Agreement, when it is determined by the District that the facilities are needed for school purposes.

Signature of Organization's Representative _____ Date ___/___/___

To Be Filled Out by Principal/AD/Building Administrators

Will Custodial Staff be required to open/close building? ___ Yes ___ No Will District Supervision be required? ___ Yes ___ No

Will Custodial Staff be required during time of use? ___ Yes ___ No

All personnel with unsupervised access to students have met the requirements of NCPA and Policy 5122***: ___ Yes ___ No

Additional instructions or conditions: _____

Athletic Director Signature: _____ ___ Approved ___ Denied

Supervising Principal Signature : _____ ___ Approved ___ Denied

Superintendent Signature: _____ ___ Approved ___ Denied

*The District no longer loans or rents out school equipment, such as tables and chairs, for private events or use.

** Custodians are available for school sanctioned events only. Nonsanctioned and community events are responsible for their own set up and clean up, including trash removal. Custodial services for nonsanctioned events are \$25-\$40/hr.

*** The National Child Protection Act of 1993 and School Board Policy 5122F requires a federal criminal history background check to determine the fitness of an employee, volunteer, vendor or contractor, or any person with unsupervised access to children, the elderly, or individuals with disabilities.

Cascade School District

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Electronic Resources and Social Networking

The _____ School District recognizes that an effective public education system develops students who are globally aware, civically engaged, and capable of managing their lives and careers. The District also believes that students need to be proficient users of information, media, and technology to succeed in a digital world.

Public school employees are held to a high standard of behavior. The Montana Department of Education *Professional Educators of Montana Code of Ethics* requires District staff to maintain a professional relationship with each student, both in and outside the classroom. The District encourages all staff to read and become familiar with the Code of Ethics.

~~Therefore, the _____ School District will use electronic resources as a powerful and compelling means for students to learn core subjects and applied skills in relevant and rigorous ways. It is the District's goal to provide students with rich and ample opportunities to use technology for important purposes in schools just as individuals in workplaces and other real life settings. The District's technology will enable educators and students to communicate, learn, share, collaborate and create, to think and solve problems, to manage their work and to take ownership of their lives.~~

The ~~School Board discourages~~ school district staff **shall not socialize** ~~from socializing~~ with students on social networking websites (during school or out-of-school) **in a manner contrary to this policy**. Staff are reminded that the same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium, is unacceptable when done through the use of technology. In fact, due to the vastly increased potential audience digital dissemination presents, extra caution must be exercised by staff to ensure they don't cross the line of acceptability.

~~What in other mediums of expression could remain private opinions, when expressed by staff on a social networking website, have the potential to be disseminated far beyond the speaker's desire or intention, and could undermine the public perception of fitness of the individual to educate students, and thus undermine teaching effectiveness. In this way, the effect of the expression and publication of such opinions could potentially lead to disciplinary action being taken against the staff member, up to and including termination or nonrenewal of the contract of employment.~~

Accessing social networking websites for individual use during school hours is prohibited, unless asked to do so by administration. Except in an emergency situation, staff shall not access social networking sites using district equipment or personal equipment, including during breaks or

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preparation periods. All school district employees who participate in social networking websites, shall not post any school district data, documents, photographs, logos, or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

The Board directs the Superintendent or his/her designee to create strong electronic educational systems that support innovative teaching and learning, to provide appropriate staff development opportunities and to develop procedures to support this policy.

Staff should contact the administration if they would like to establish an educational related social media presence.

~~Note: ⁴What is and is not acceptable staff/student interaction on social networking sites is an education community decision, and will vary from district to district. As a general rule, the greater the degree of real-life connections and interactivity between staff and students that occur in the community, the greater the tolerance will be for virtual connections and interactivity. Use the following list to help guide discussions with staff to determine which should be included in the policy and with what modifications/stipulations. It is as important to include in the policy what is permitted as what is **not** permitted. The discussions may elicit additional bullets to include in the policy:~~

- ~~● Sharing personal landline or cell phone numbers with students;~~
- ~~● Text messaging students;~~
- ~~● Emailing students other than through and to school controlled and monitored accounts;~~
- ~~● Soliciting students as friends or contacts on social networking sites;~~
- ~~● Accepting the solicitation of students as friends or contacts on social networking sites;~~
- ~~● Creation of administratively approved and sanctioned “groups” on social networking sites that permit the broadcast of information without granting students access to staff member’s personal information;~~
- ~~● Sharing with student’s access information to personal websites or other media through which the staff member would share personal information and occurrences.~~

Cross Reference: 5015 Bullying/Harassment/Intimidation
 5223 Personal Conduct
 5255 Disciplinary Action
 Professional Educators of Montana Code of Ethics

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