

Brighton Board of Education Resolution Third Party Usage of BAS Facilities

WHEREAS, the Brighton Area Schools may receive requests for third party usage of district facilities; and

WHEREAS, the Revised School Code Section 11a grants school districts general powers to consider such requests; and

WHEREAS, Board of Education policy 3304 states that “the use of District grounds and facilities shall not be granted for any purpose which is prohibited by law.”

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Any requests for third party usage of district facilities with a duration of less than 6 months shall be governed by the most recent board-approved facility usage scale and appropriate board policies.
2. Any third party facility use requests, which extend beyond six months in duration must be approved directly by the Brighton Board of Education.
3. Unless a collective bargaining agreement expressly authorizes otherwise, any third party utilizing a district building or district facility space shall comply with the following rules unless expressly authorized in writing by the superintendent or designee:
 1. *District policies* – Third parties organizations and their representatives shall comply with all district policies while on district property, including but not limited to policy 3304.
 2. *Building Use* – Requests must be submitted following the appropriate district and/or building-level reservation processes utilized by non-BAS organizations. School district facilities, equipment or other publicly funded resources shall not be used directly or indirectly to assist with political activity as defined in the Michigan Campaign Finance Act 388 of 1976 section 169.257.
 3. *Printer and/or Copier Use* – Paper and toner for any third party usage of district printers or copiers shall be the financial responsibility of that organization.
 4. *Technology* – District technology (computers, copiers, printers) will not be provided for use by any non-BAS employee or for any office space dedicated exclusively for non-BAS activities unless memorialized in a rental agreement. District technology staff are prohibited from servicing non-district technology or assisting with any other non-BAS usage of technology unless memorialized in a rental agreement.
 5. *Phone* – District phone service will not be provided for use in any office space dedicated exclusively for non-BAS activities unless memorialized in a rental agreement. A district phone may be provided within an office space for internal

Usage

1. No unlawful activity or violations of district policy will be permitted or tolerated.
2. Per the Michigan Campaign Finance Act 388 of 1976 section 169.257, the use of office space or any other publicly funded resources within the Brighton Area School to directly or indirectly assist with political activity is prohibited.
3. The office space may only be used during times when custodial staff is regularly scheduled.
4. Any third party agent or individual regularly and continuously working on district property is subject to appropriate background checks and security clearance.
5. Any advertising and/or promotional signage displayed in areas visible by students, beyond the employee bulletin board memorialized above, is prohibited unless directly approved by the BAS administration.
6. Any physical modifications to district office space (doors, walls, ceiling, and flooring) can only be done with the approval of BAS administration.
7. District phone service, technology, network access, copiers, printers or furniture will not be provided unless included in a usage agreement.
8. District office space will be accessible by building and district administration following a similar lock and key model used for teacher classrooms.
9. If the third party wishes to access district custodial services, please notify district leadership with your request so that an appropriate fee structure can be established. Whether the third party chooses to access district custodial services or not, it is the expectation that third party will maintain the cleanliness standards found in other district offices.
10. While collaboration is intended, BAS reserves the right to re-assign the space available to a third party with 30 days notice.
11. Prior non-compliance by a third party, including but not limited to the Brighton Education Association (BEA), with any of these terms or conditions shall not be a sole

basis for termination of the use of the office space and the district will allow continued occupancy of office space so long as the third party, including the BEA, hereafter complies with these terms and conditions, subject to any future collective bargaining agreement modifications.

A violation of any of these rules, whether independently or in combination, may forfeit the third party's continued use of or access to district property.

The superintendent is directed to develop an administrative guideline consistent with this resolution.

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security reasons, but calls to or from external sources will not be permitted.

6. *Website* – Third party website will not be directly linked from the Brighton Area Schools website unless expressly approved by the superintendent.

7. *Email Use* – District email addresses will only be provided for employees directly employed by the Brighton Area Schools.

8. *Mail Use* – Any postage or other costs associated with the third party usage of the direct mail service shall be the responsibility of that organization.

of office Space within the Brighton Area Schools

BE IT FURTHER RESOLVED THAT:

this resolution, having been adopted by the Brighton Area Schools Board of Education, be made a permanent part of the records of this School District.