

Cle Elum-Roslyn School District No. 404

Board Policy

Policy: 4260P

Section 4000: Community Relations

Use of School Facilities

General

In order to support facility repair and replacement activities, and to properly clean the buildings, school facilities will generally not be available for use during Winter Break, Spring Break, or July and August.

Facility Fee Schedule

The Facility Fee Schedule shall be established by the Superintendent and subject to review by the Board of Directors. The Facilities Fee Schedule shall list Group I (Exempt), Group II (Non-Commercial) and Group III (Commercial) fees.

Facility Rentals

Upon receipt of a Facility Usage Application, the Supervisor of Custodial and Maintenance will review the application to ensure that the user request is in compliance with School Board Policies, then may require additional information or reject any application. User procedures and requirements for utilizing school facilities are as follows:

1. Read Facilities Fee Schedule; all rental time shall be computed from the time of requested opening to the closing of the doors.
2. Fill out and sign the Facility Usage Application.
3. Read and sign General Rules and Regulations for Use of School Facilities.
4. District services (i.e., supervisory and support personnel) and equipment (i.e., tables, chairs, furniture, etc.) shall only be provided in association with a facility use request and shall not be used off campus.
5. Youth organizations engaged in sports activities and using school facilities must submit a signed statement of compliance with the policies, described in RCW 28A.600 and RCW 28A.320 for the management of concussion and head injury in youth sports and for awareness of sudden cardiac arrest.
6. A district employee may be required to be present at all times when a school building is open for use by any group to render such service as is necessary for the operation of lights, heat, ventilation, unlocking and locking the building.
7. District Food Service Staff may be required for activities using school kitchen facilities/equipment. Kitchen facilities and equipment are designed for the school breakfast/lunch program and are not normally available for community use. When circumstances require the use of kitchen facilities, District Food Service Staff may be required to supervise and operate kitchen facilities/equipment. No kitchen equipment shall leave the kitchen area for any reason.
8. Sponsoring organizations shall provide sufficient, competent adult and/or special supervision, and the amount of adequate supervision shall be agreed upon at the time the authorization is issued.
9. All applicants for use of school facilities shall maintain accident and liability insurance for persons using district facilities under the applicant's sponsorship. Applicants will be required to provide proof of coverage for comprehensive

General Liability Insurance with limits of \$1,000,000 for each occurrence and a minimum of \$2,000,000 aggregate per year. The District must be provided with a certificate of liability listing the Cle Elum-Roslyn School District as an additional insured. If use of the district's facilities is to be ongoing, the applicant shall provide evidence to the district once every 6 month that the insurance remains in effect.

10. The facility applicant/user shall protect, indemnify, defend, and hold the District, its officers and employees harmless from any and all liabilities, claims, lawsuits, or rights of action directly or indirectly growing out of the use of the premises covered by the application. In the event the District incurs attorney fees and/or costs in the defense of claims or lawsuits, such fees and costs shall be reversed from the applicant/user.
11. In the event that property loss or damage is incurred during use or occupancy of facilities or fields, the individual or group using or occupying the facilities or fields during the time the loss or damage was sustained shall be charged for the loss or damage.
12. The use of fields must be appropriate and compatible with each playing field and its surrounding area. Field use shall not result in destruction, damages, or undue wear or pose a hazard to children or others. Activities which endanger others or cause damage to fields and lawns are restricted and may be prohibited by the district.
13. Boisterous conduct, profane or other improper language will not be tolerated.
14. Alcoholic beverages, illegal drugs and weapons (i.e., guns, knives, etc.) shall not be permitted in school facilities or on school property at any time.
15. Tobacco use is prohibited in school facilities and on District property.
16. Fire and safety regulation of Kittitas County Fire authority and the State of Washington must be observed at all times.
17. Games of chance, lotteries and door prizes are not allowed except as permitted by law and then only with proper licenses, if applicable, from the State Gambling Commission.
18. The District will not be responsible for losses of or damage to personal property by individuals or groups.
19. Per Federal copyright law, it is the sole responsibility of all organizations to obtain permission from the copyright holder if the work, program or performance is copyrighted.
20. An approved request for facility usage carries no right for advertising on school premises.
21. Authorization for use of school facilities shall not be considered as endorsement of or approval of the activity group or organization nor for the purpose it represents.
22. The District reserves the right to cancel any application. In the event of a cancellation, there shall be no claim or right to damage or compensation for any loss, damage or expense incurred by the applicant as a result of such cancellation.
23. If a damage deposit is deemed necessary by the district then a deposit in an amount of 50% of anticipated charges or \$500 may be required to be paid at time of application.
24. Use of facilities requiring district supervision will be contingent upon availability of school staff.
25. School keys or access devices will not be loaned for use by non-employees. Exceptions can only be made by the superintendent or custodial/maintenance supervisor.

It is incumbent that the user plan carefully in advance to disclose all essential facts about the planned activity. Failure to do so may result in the assessment of after-the-fact charges for which the user will be responsible. Proper activity planning includes a complete listing of anticipated space, equipment and services required for the activity, along with their associated costs. Under this policy, all rental fees and associated

direct/indirect costs related to an event or specific rental agreement will be assigned to the user who incurs such rental fees or direct/indirect costs based on the appropriate Facility Fee Schedule category.

Group I (Exempt) Users

Group I (Exempt) USERS – Rental fees may be waived; however, any associated direct costs determined by the business office to support all exempt requests shall be recovered. Exempt groups consist exclusively of: 1) CERSD ASB Groups, 2) CERSD Education Foundation / PAC / Booster Groups who are recognized as a booster/support organization by the Board and who meet the Board’s guidelines for School-Support Organizations listed in Board Policy and Procedure 4120 (i.e., incorporated as a nonprofit 501 c 3, articles of incorporation and by-laws filed with Secretary of State, etc.) and who annually report their fundraising activities to the Board in accordance with Board Policy and Procedure 3530, 3) Service Clubs or other non-profit groups raising funds for charitable purposes and specifically recognized by the Philanthropic Division of the Better Business Bureau (must be listed in the BBB Accredited Charily Directory: Scouts, 4H, American Cancer Society, etc.) and 4) Grandfathered Local Organized Youth Activities: community theater and artistic groups, PeeWee Wrestling, AAU groups located within the boundaries of CERSD and adult open gym activities approved by the district; rental fees for AAU practices are waived; however, all tournament activities, banquets, fundraisers, and special meetings will be considered a Group II request (requestors must provide a statement of compliance with the policies for the management o concussion and head injury in youth sports as required by RCW 28A.600.190).

Group II (Non-Commercial) Users

Noncommercial fees apply to any organization that is not a Group I (Exempt) user or Group III (Commercial) user. Both rental fees and associated direct costs will be charged to Group II (Non-Commercial) users. Indirect costs shall not be charged for Group II (Non-Commercial) users.

Group III (Commercial) Users

Commercial users include any individual who obtains a private benefit (i.e., teachers or coaches providing private instruction) or profit-making organizations and business-related enterprises (i.e., Supplemental Education Service providers). Rental fees, associated direct costs and indirect costs will be charged to Group III (Non-Commercial) users.

Payment

Payments for facility use, services and equipment shall be made to the Cle Elum-Roslyn School District at the time of application or at the end of the scheduled event at the discretion of the district business office.

Prohibition of Use

Any individual or organization with an outstanding balance will not be allowed to schedule facilities, equipment or services until all bills are paid.

Interlocal Agreements

Individual interlocal agreements negotiated by the superintendent supersede this procedure

Emergency Use

1. In the event of emergencies such as the closure of Snoqualmie Pass, the superintendent is authorized to provide school facilities for use by the public at a rate equal to the actual costs incurred by the school district.
2. State and Federal emergency response crews may be accommodated.

Non-Use

1. Political parties shall not be permitted to use school facilities, except as a public forum, with all parties represented.
2. Private parties, public (non-school related) dances or weddings will not be permitted on school facilities.