

SEDRO-WOOLLEY SCHOOL DISTRICT

Use of School Facilities

The Board subscribes to the belief that public schools are owned and operated by and for its patrons.

District, district-sponsored or district-affiliated activities (Category I) retain first priority in the use of all school district facilities. Priority is based upon the User Categories I-III. The District, in its sole discretion, may cancel or relocate any authorized use without notice to the user or liability to the district. In the event of an emergency school closure, all events are cancelled.

Authorization for use of school facilities shall not be considered endorsement or approval of the activity, group or organization, or for the ideals or beliefs represented. The district may require any user to include a disclaimer of endorsement/approval/sponsorship in any materials distributed in conjunction with the use of the facility.

General Conditions of Use

The user of school district facilities shall hold the District free and without harm from any loss or damage, liability or expense that may arise during or be caused in any way by such use or occupancy of school facilities. The user agrees to protect and indemnify the District and its directors, officers, employees, agents, and contractors from claims, liabilities and suits that may arise or be caused in any way by such use or occupancy of school facilities.

User groups that utilize District facilities at a time when there is not a regularly scheduled custodian on duty may be required to pay for a custodian to be on duty (minimum 2 hour callout). This callout charge is over and above any usage fees charged for the facility. The determination to charge a custodial callout fee will be based upon the size of the group and the activity involved.

The user may need to provide evidence of liability insurance, in the form of a certificate of insurance for limits of not less than \$1,000,000 combined single limit (see application process). The certificate shall name the Sedro-Woolley School District and its directors, officers, employees, agents and contractors as additional insured. This insurance shall be primary and the user shall provide not less than ten (10) days notice of cancellation or material change in the policy. The user agrees not to use school facilities in the absence of said insurance, as it is a condition of use.

The user agrees to immediately report to the district any injuries, incidents or damage to the school facilities or equipment and shall be responsible for its repair or replacement as the district, in its sole judgment, shall see fit.

The district shall at all times retain unlimited access to all school facilities and may, at any time and without notice, cancel, relocate, or limit the use of school facilities for any reason. The user agrees to immediately follow the directions of district supervisory personnel.

The user agrees to provide any city, county or other governmental agency permits required for the intended use of school facilities, provide copies of any permits to the District prior to use and have the permits on-site and available during use.

The safety of all persons and property is a primary concern of the District. The user agrees to use reasonable and appropriate care during the use of school facilities and shall maintain the use of all safety and security systems provided, keep all accesses and exits clear and operational, observe all parking signs and curb markings, notify proper authorities in the event of an emergency, and immediately follow the direction of police, fire, emergency, or district personnel. Not all locations subject to facility use have telephones readily accessible. The user should provide a cellular phone for their use, should an emergency arise. In case of fire, activate the fire alarms provided and/or CALL 911 immediately.

Youth Athletic Programs

Community athletics programs that use district facilities shall not discriminate against any person on the basis of sex in the operation, conduct or administration of their programs.

Additionally, youth organizations engaged in sports activities and using school facilities must provide a statement verifying that all coaches, athletes and their parent guardian have complied with the policies for, the Management of Concussions and Head Injuries as prescribed by HB 1824, section 2 and Sudden Cardiac Arrest Awareness as prescribed by SB 5083, section 3.

Rules

School facilities have special rules, regulations and laws which must be observed at all times and by all users. They are generally more restrictive than those that affect other areas open to the general public or private property and the penalties for violations tend to be greater. For example:

1. Possession or use of firearms or dangerous weapons is prohibited (Police Officers excepted).
2. Possession or use or being under the influence of controlled substances is prohibited.
3. Possession or use of drug paraphernalia is prohibited.
4. Possession, use or being under the influence of alcohol is prohibited.
5. Possession of tobacco products by a minor is prohibited.
6. Use of tobacco products is prohibited.
7. Harassment, intimidation or bullying by any intentional written, verbal or physical act, including, but not limited to, one shown to be motivated by a characteristic such as race, color, religion, ancestry, national origin, gender, sexual orientation, or mental or physical disability is prohibited.
8. Intimidation of or interference with a district employee in the performance of their duties by force, violence, or the threat of force or violence is prohibited.

9. Gambling is prohibited.
10. Skateboarding, roller blading or skating, and bicycle riding are prohibited.
11. Unruly, unsafe conduct, and the use of profanity, although not illegal, are prohibited.
12. Facility use hours are as stated on the completed facility use agreement. Users shall not enter the facility prior to their scheduled use time and shall vacate the facility by the time specified on the facility use agreement.
13. User agrees to clean the facility and remove debris immediately following use. The expectation is that the facility will be ready for normal, school use upon completion of the facility use. **If the facility is not ready for normal use, the user will be charged for custodial time necessary to clean the facility.**

Memorial Services

Memorial services held during the school year may be a disruption to the education process of our students. Therefore, use of our facilities for memorial services will be approved by the District Office on a case-by-case basis.

Custodial Time

Custodial time is not a part of the rental fee. If a custodian is needed, the rental group will be charged for custodial time in addition to the rental fee. Depending on the date, time, type of activity and the size of the event, a custodian may be assigned to the event.

Use of the Kitchen Facilities

If the use of the facility includes the kitchen, 10-days advance notice shall be given.

- I.** Users/Renters wishing to use either the CMS or SWHS kitchen will need to have a Sedro-Woolley School District food service worker present – no exceptions. There will be a charge for having the food service worker on hand at their event. If a food service worker is not available, the renter has two options, either cancel their event or obtain their own health permit from the Skagit County Health Department.
- II.** Renters wishing to use an elementary serving kitchen will need to provide proof that one group member who will be on site and in charge of preparing/serving food have a valid Skagit County Food Handler's card. If the group does not have a member present that has a valid food handler's card, the user/renter has two options, either cancel their event or make arrangements for a Sedro-Woolley School District food service worker to be present while food is being prepared and served. There will be a charge for having a Sedro-Woolley SD food service worker on hand at their event.
- III.** If any food is being prepared off-site of a Sedro-Woolley School District facility, then the sponsoring group must show proof that the food being served was prepared in a permitted and inspected food service facility. Food products not prepared in a permitted and inspected facility will not be allowed to be served in a Sedro-Woolley School District facility.

Accessing/Securing Facilities

Approved user groups will either be issued a FOB or facility doors will be scheduled to unlock for all events. It is the user group's responsibility to make sure all facilities are secured before leaving. User groups are responsible for notifying the facilities department of all event changes and cancellations at least 24 hours prior to the scheduled event. All FOBs and facility keys need to be returned to the Facilities Department within 48 hours after the event concludes. The Sedro-Woolley School District reserves the right to assess a \$25.00 key/FOB fee if these items are not returned.

Cleaning Deposit

Renters who use school district facilities and plan on serving food will be required to provide a \$100.00 cleaning deposit. This deposit will be returned upon inspection of the facility to make sure that the facility was adequately cleaned.

User Classifications

Category I:

District, District-Sponsored or District-Affiliated Groups, non-profit youth groups

- Activities conducted by ASB, athletic teams or classes
- Activities conducted by PTA/PTO, district charitable foundation, or booster clubs
- Community ceremonies or memorial services that have widespread community or district interest or involvement and could not be suitably conducted elsewhere
- Public election activities (See 4400 & 4400P Elections Activities for campaigning guidelines)
- Professional development providers targeting district staff and/or parents whose services have been solicited by the district.
- District solicited partnerships that address academic achievement needs for students and families.
- Community groups providing programs (i.e. athletic, drama, music) operating outside of school district programs and comprised of at least 80% Sedro-Woolley students.
 - *Youth that live within Sedro-Woolley School District boundaries and/or attend Sedro-Woolley Schools are considered to be Sedro-Woolley School District students.*
 - *Upon request, the renting organization agrees to provide team/group rosters.*

Category II:

Non-Profit Groups Conducting Community Education, Non-Profit Community Groups, Individual Community Members and Informal Groups, Other Governmental Agencies, Religious Groups and Public Colleges and Universities

- Activities that are religious in nature, such as religious services or ceremonies, religious study or education and prayer meetings.

- Non-profit groups of the kind that, in most communities, have their own facilities (churches, lodges, veterans groups, granges, etc.) who wish to use district facilities on a regular, but temporary, basis may do so under this procedure. However, such use is limited to no more than two years and may not be more than twelve hours per week. The district prefers that these groups use commercial or private facilities available in the community.

Category III:

For-Profit Groups, Private Colleges and Universities, Informal Groups and Individuals from Outside the Community

- Activities conducted in order to yield a financial return or other benefit to the promoters, sponsors or other individuals or groups, such as professional or semi-professional sports, concerts, shows, flea or farmer's markets, swap meets and garage sales.

Application Process

Groups wishing to rent school facilities shall fulfill the following procedures or conditions:

Obtain an application form from the facility rental office or from local school. The form may be obtained during regular school hours. The form must be completed and returned 5 days in advance of the time request for use of the facility. Those using school facilities shall maintain insurance for accident and liability covering persons using the District's facilities under the sponsorship of the organization. Groups are required to present proof of \$1,000,000 in General Liability and General Aggregate insurance coverage, obtain accident coverage for their members and agree to hold the District harmless for all injured or damage sustained.

1. A responsible adult must be identified on the application. This individual is the one designated as in charge and responsible for all the activities of the group during the rental period.
2. The responsible adult must agree to take full responsibility for the conduct of the people admitted and for any infraction, and to pay the cost, as determined by the school district, for any damages caused by anyone admitted to the premises during rental/use.
3. The renter must agree to pay the cost of extra custodial time as required at time and a half plus social security and retirement benefits. A custodian may be required to be on duty for rentals during non-school hours.
4. All opening and closing must be agreed upon in advance.
5. Those using the facilities should only use the areas agreed upon, together with necessary halls and restrooms.

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6. The renter must agree to pay for the employment of a school cook at time and a half plus social security and retirement benefits if a kitchen is to be used for the preparation of food or serving food other than coffee and cookies or other such light refreshments. If a food service worker is not available, the renter has two options, either cancel their event or obtain their own health permit from the Skagit County Health Department.
7. The renter must agree to enforce all restrictions of use imposed by the rules and regulations of the school district. The renter must agree to leave the facilities clean and ready for school use.

Specific Restrictions

1. No dances shall be held in school facilities other than school-sponsored dances except with the approval of the superintendent.
2. The application of materials to walls, ceiling, or floors is prohibited unless approved in advance.
3. No alcoholic beverages shall be consumed on school premises.
4. Smoking or the use of any kind of tobacco product is prohibited on all district property including athletic fields and district vehicles.
5. School facilities may be used on Sunday by community groups, providing all conditions listed herein have been met. A custodian will be required to be on duty for all Sunday rentals.
6. Consideration for use of football field will be limited to youth football. Other considerations will be extended as determined by the Athletic Director pending condition of the field.
7. All non-profit youth sports group, verifies all coaches, athletes and their parent/guardian have complied with mandated policies for the management of concussions and head injuries as prescribed by HB 1824, section 2.

Other Provisions

1. The board recognizes that a physically fit and healthy employee is an asset to his/her position and the district. To encourage staff to maintain physical fitness, the district will waive fee requirements for before or after hours use contained in the facilities policy, provided that:
 - a. Advanced scheduling of all organized faculty activities occurs.
 - b. Such use does not conflict with student activities or with pre-arranged community use of facilities.
 - c. All other conditions excepting fee requirements contained in the school facilities policy are met.

- d. Full responsibility for the care of the facility and equipment is assumed by the group.
 - e. Effort is made by faculties of different schools to, wherever possible, combine their use of facilities.
2. All use of school facilities by student groups or activities shall be arranged by the advisor or coach through the building principal(s). The activity to be conducted shall have the sanction of the building principal and advisor. The responsibility for supervision and care of the facility shall rest with the sponsoring advisor and principal. All scheduling of facilities will be done through the Maintenance Department.

Use of School Equipment/Furniture

School equipment may be loaned to responsible community groups for a worthy educational, civic, or charitable purposes pending approval of the building principal or his/her designee.

1. The group borrowing the equipment agrees to accept full responsibility for repairing or replacing any equipment damaged or lost while in its possession.
2. The equipment is not both unusually expensive and also subject to easy damage.
3. The equipment is in good condition.
4. The group will provide a competent operator for any machine/equipment loaned.
5. When in need of additional equipment/furniture from other school sites, the group borrowing the equipment and/or furniture agrees to pay the full-staffing costs associated with transporting the items to the desired destination and for returning the items to the original site.

Facility Use Fee

Please see attached addenda for Facility Use fees. It should be noted that:

- With the Superintendent's approval, the Facility Use Department and/or the Superintendent's Designee has the authority to negotiate facility pricing for large frequent user groups.
- The facility use fees may be waived at the discretion of the Superintendent or his/her designee.

Priority/Cancellation

- District-sponsored activities, including curricular and co-curricular functions, retain first priority in use of facilities. Authorization for use of school facilities shall not be considered as endorsement of or approval of the activity group or organization nor for the purposes it represents.
- Any use agreement or authorization may be canceled by the District on thirty (30) days' notice.

Inclement Weather

If inclement weather is expected, the district reserves the right to cancel all scheduled events for safety reasons. Should a scheduled event be canceled, notice will be given to all renting groups as soon as possible. If a renting group disagrees with the Facilities Office decision to cancel an event, they may appeal the decision to the Superintendent or Designee.

If the district approves facility use during adverse weather, the renting group will be required to pay the extra charge for custodial/maintenance support to ensure public/facility safety (icy sidewalks, snowy parking lots, etc...) before/during/after the event.

District facilities may be closed for flooding, high winds (outdoor fields), lack of power, snow/ice, lack of heat in facilities, shortage of support staff due to the weather, etc... If the high school turf field has accumulated any amount of snow or ice, rentals will be canceled.

Auditorium Scheduling/Use Approval

- Scheduling the auditorium during the school year will be coordinated between the high school principal, auditorium manager, and facility rental coordinator in order to effectively facilitate the use of the hall by schools and community.
- A calendar of events will be maintained and coordinated by the high school principal and the auditorium manager.
- Scheduling is based on an “as available” basis.
- Food and beverages are not permitted in the auditorium area.
- It is the renter’s responsibility to enforce the Auditorium Rules (see facility use paperwork). An auditorium cleaning fee of \$100 may be charged to the renting group, per the auditorium manager’s discretion.
- Fees shall be established based on all direct costs of operating the auditorium at the level of services requested by facility users. Therefore, all facilities, equipment, times and dates must be accurately listed on the application. Facility use will be strictly limited to the details listed on the approved agreement.
- The Facility Rental Coordinator will provide a written estimate to each facility requester.
- The district shall establish minimum levels of staff support for the stage and lighting services requested by a given applicant. Costs for staff will be fully recovered in the final billing for services.

Facility Use Fees

- A separate fee schedule and staffing wage will be established by the superintendent or designee and approved by the board.
- Fees are calculated on the basis of the Facility Use Application and the approved Facility Use Agreement.
- Facility use fees are due within 30 days from the invoice date unless other arrangements have been made with the Sedro-Woolley School District Business Office.
 - *Renting groups with outstanding invoices (past 30 days) will not be allowed to rent Sedro-Woolley District facilities until the past due amount is paid in full. Furthermore, if the group wishes to rent a Sedro-Woolley School District facility in the future, it will be required that payment is made for at least half of the season PRIOR to the first event.*

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- All checks for payment of facility use fees are to be made payable to Sedro-Woolley School District.
- Any refunds will be determined on a case-by-case basis. Cancellations caused by district action or weather will normally result in waiver or refund of the facility use fee. However, untimely user cancellations will result in assessment of related staff time costs.

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