

## USE OF SCHOOL FACILITIES

The board subscribes to the belief that public schools are owned and operated by and for its patrons. The public is encouraged to use school facilities but shall be expected to reimburse the district for such use to insure that funds intended for education are not used for other purposes. The term "facilities" as defined for this policy includes fields and other outdoor areas.

### DISTRICT-SPONSORED OR DISTRICT CO-SPONSORED GROUPS/EVENTS

There is no rental charge to a group or event designated as district-sponsored, or district co-sponsored, that provides a supervised activity, including curricular and co-curricular functions. These activities retain first priority in use of facilities. This applies to both scheduling and actual use. If a scheduling conflict occurs between district-sponsored activities, the Superintendent or his/her designee shall resolve the conflict. In the event that one user is bumped for another, every attempt will be made by the Facilities Scheduler to notify the affected group(s) as soon as possible and arrange for rescheduling options. If a non-district-sponsored user is pre-empted by a district-sponsored activity, the non-district-sponsored user may request a reimbursement of pre-paid rental fees instead of a rescheduled time or place.

### NON-DISTRICT-SPONSORED GROUPS/EVENTS

The superintendent is authorized to establish procedures for use of school facilities, including rental rates, supervisory requirements, restrictions, and security. All non-district sponsored groups or individuals renting school facilities shall maintain insurance for accidents and liability covering persons using the district's facilities under the sponsorship of the renter.

For rental rate purposes, organizations seeking the use of school facilities have been divided into three categories:

#### Category 1:

Local, non-district-sponsored, non-profit groups and governmental agencies – for use by CHILDREN.

Examples are: Scouts, Campfire, 4-H, city or county-sponsored recreation activities for children.

#### Category 2:

Local, non-district-sponsored, non-profit groups and governmental agencies – for use by ADULTS.

Nonprofit groups includes those organizations which might wish to use school facilities for lectures, promotional activities, entertainment, college courses and city or county-sponsored recreation activities for adults.

#### Category 3:

Commercial Enterprises including for-profit organizations and business-related enterprises.

After all district-sponsored activities, priority scheduling will be provided to non-district-sponsored groups or activities that offer recreational or instructional opportunities to students or other children. These groups will have priority in scheduling prior to 8:00 PM. Adult groups may schedule activities after 8:00 PM, or earlier if there are no student/children groups scheduled.

Adequate adult supervision is required at all times during any district-sponsored or non-district-sponsored activity involving children. All district-sponsored activities require the presence of or direct supervision by a district employee.

If the use or rental of facilities is required during a time when no regularly scheduled custodian or other authorized staff member is on duty, the group using the facility will be responsible for the expense of having a district employee present during the time of the rental. The temporary issuance of a key to a designee in-charge may be authorized by the Superintendent. The teacher(s) whose classroom space is being requested should also be notified in advance and/or the Athletic Director, Principal or Superintendent, if necessary. The Facilities Scheduler will notify the person requesting to use the facility whether or not the request is approved; and if approved, whether or not an additional fee will be charged by the district to cover extra utility, set up, cleaning or supervision costs. The amount of an additional fee shall be determined by the Superintendent or his/her designee, on a case by case basis.

School facilities will be unlocked and locked by a custodian, an authorized staff member or the Superintendent's designee, who must be on the premises when any group/individual is scheduled. If a key has been issued to a renter and that key is not

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returned after the scheduled period of use, the renter will be charged \$500 toward re-keying costs.

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.

## NONPAYMENT OF FEES

In the event that a renter has not remitted a contracted rental payment to the district within thirty (30) days after the final scheduled use, the district will take appropriate action to collect payment. If payment is not collected by sixty (60) days after the final scheduled use, the group will not be allowed to rent any district facility thereafter until the bill is paid plus a ten percent (10%) late payment charge.

## NONCOMPLIANCE

Any noncompliance with the rules and regulations of district facility usage as outlined in this policy and its procedures, will result in immediate removal from district property, forfeiture of any prepaid contracted amount, loss of use privilege and referral to law enforcement authorities if necessary.

## CANCELLATIONS

If a scheduled use is cancelled by the non-district-sponsored user group, the district shall refund any pre-paid rental fees for that use to the group within sixty days of the cancellation. If the cancelled use was not pre-paid, the Application/Invoice to Use District Facilities will be adjusted to reflect that the user will not be charged rent for the cancelled event.

Legal References:	AGO 1973 No. 26	Initiative No. 276--	School districts--Use of school facilities for presentation of programs--Legislature--Elections
	RCW	28A.320.510	Night schools, summer schools, meetings, use of facilities
		28A.335.150	Permitting use and rental of playgrounds, athletic fields, or athletic facilities
		28A.335.155	Use of buildings for youth programs---Limited immunity

First Reading: Jul 24, 2008

Second Reading: Aug 28, 2008

Third Reading/Adoption: ~~Sep 25, 2008~~

Orcas Island School District #137

~~Aug 28, 2008~~

*Sept. 25<sup>th</sup>, 2008 according to minutes of  
Aug 28, 2008*

Procedure 4260P  
Use of School Facilities  
Fee Schedule

**CATEGORY 1: for LOCAL Non-School Sponsored/Non-Profit/Gov Groups – KID USE**  
**CATEGORY 2: for LOCAL Non-School Sponsored/Non-Profit/Gov Groups – ADULT USE**  
**CATEGORY 3: Applies to ALL Commercial or For-Profit Entities, Groups, Enterprises or Individuals**

	Category 1 PER HOUR	Category 2 PER HOUR	Category 3 PER HOUR
Cafeteria	\$ 9.00	\$24.00	\$ 40.00
Cafeteria w/Kitchen	\$37.50	\$70.00	\$100.00
Classrooms, general	\$ 9.00*	\$22.00	\$ 40.00
Tech Labs, per computer	\$ 3.00	\$ 6.00	\$ 10.00
HomeEc Room	\$ 9.00	\$20.00	\$ 40.00
HomeEc Rm w/kitchen & equipmt	\$12.00	\$30.00	\$ 60.00
HS Art Room	\$ 9.00	\$20.00	\$ 40.00
HS Art Rm w/kiln, equipmt	\$18.00	\$30.00	\$ 60.00
HS Gym	\$22.50	\$50.00	\$300.00
HS Gym w/locker rms	\$37.50	\$90.00	\$400.00
HS Shop w/tools/equipmt	\$18.00	\$30.00	\$ 60.00
HS Weight Rm w/equipmt	\$18.00	\$30.00	\$100.00
K-8 Gym w/bathrooms	\$12.00	\$20.00	\$150.00
K-8 Gym w/locker rms	\$22.50	\$40.00	\$250.00
Library – front entrance	\$ 9.00	\$24.00	\$ 40.00
Library – West Wing	\$ 9.00	\$24.00	\$ 40.00
Band Room w/o instrumts	\$ 9.00	\$24.00	\$ 40.00
Other Indoor Areas	\$ 9.00	\$24.00	\$ 40.00
Fields, each, w/goals or bkstps	\$ 7.50	\$20.00	\$ 40.00
Tennis Courts	\$ 7.50	\$20.00	\$ 40.00

Long-term vehicle parking, summer months only, with approval of Superintendent: \$50 per month

\* A special half rate for the Orcas Island Rec Program will apply for the Wednesday afternoon half-day day-care program only.

# APPLICATION to Use District Facilities/INVOICE

Today's Date: \_\_\_\_\_

By: \_\_\_\_\_

## Proposed Use

Adult-in-Charge \_\_\_\_\_ Telephone \_\_\_\_\_

Organization Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Facility Requested \_\_\_\_\_

### DATE(S) REQUESTED:

one-time use: M-T-W-Th-F-Sat-Sun \_\_\_\_\_ M \_\_\_\_\_ M  
(circle day of week) (date: mo-day-yr) (beginning time) (ending time)

multiple uses: \_\_\_\_\_ M \_\_\_\_\_ M  
(total days) (day of week) (beginning date) (end date) (beginning time) (ending time)

EXCLUDING the following school vacation days: \_\_\_\_\_ See calendar attached \_\_\_\_\_

Purpose \_\_\_\_\_

Anticipated attendance \_\_\_\_\_ Admission/Fee to participate \$ \_\_\_\_\_ Open/Closed to public? \_\_\_\_\_

## User Categories/Rates

Category 1: Local, NON-district-sponsored, non-profits & governmental agencies – for use by CHILDREN

Category 2: Local, NON-district-sponsored, non-profits & governmental agencies – for use by ADULTS

Category 3: Commercial enterprises including for-profit organizations and businesses.

Based on information provided, you/your group are/is included in User Category \_\_\_\_\_

\$ \_\_\_\_\_ x \_\_\_\_\_ + \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
Rate per hour total hours additional or special charges TOTAL FEE

## Payment Information

\_\_\_\_ I WISH TO DEFER PAYMENT OF THIS FEE UNTIL THE END OF MY TERM OF USE.

\_\_\_\_ PAYMENT IN FULL IS ENCLOSED WITH THIS SIGNED AGREEMENT.

PLEASE MAKE YOUR CHECK PAYABLE TO: OISD and mail to: 557 School Road, Eastsound, WA 98245

A SEPARATE INVOICE WILL NOT BE SENT.

## Indemnity Agreement

The User(s) agree(s) to protect, indemnify and hold harmless the Orcas Island School District, its elected and appointed officials, agents and employees, from any and all claims, liabilities, damages, expenses or rights of action, directly or indirectly attributable to the User's activities and/or use of premises in connection with this agreement. It is the responsibility of the undersigned User to inform participants and spectators of the terms of this indemnity agreement.

**I understand, accept and agree** to abide by the terms of this agreement, including the rules and regulations governing the use of school facilities/premises as stated on the reverse side of this agreement. In addition, I agree to be responsible for prompt and full payment of the fees required by this agreement.

\_\_\_\_\_  
Signature of Adult-in-Charge

\_\_\_\_\_  
Date

Original: Please Sign/Return to OISD \_\_\_\_\_

Applicant's Copy \_\_\_\_\_

OISD Accounts Receivable \_\_\_\_\_

**Conditions for Use of District Facilities**

1. **Alcoholic beverages, illegal drugs and tobacco use shall not be permitted in school facilities or on school property at any time, by anyone.** Noncompliance will result in immediate removal from district property, forfeiture of any prepaid contracted amount, loss of use privilege and referral to law enforcement authorities, if necessary.
2. District-sponsored activities, including curricular and co-curricular functions, retain first priority in use of facilities. This applies to both scheduling and actual use. If a scheduling conflict occurs between two district-sponsored activities, the Superintendent or his/her designee shall resolve the conflict in the interest of the greater good. In the event that one user is bumped for another, every attempt will be made by the Facilities Scheduler to notify the affected group(s) as soon as possible and arrange for rescheduling options. If a non-district-sponsored user is pre-empted by a district-sponsored activity, the non-district-sponsored user may request a reimbursement of pre-paid rental fees instead of a rescheduled time or place.
3. Authorization for use of school facilities shall not be considered as an endorsement or approval of the activity, group or organization, nor for the purpose it represents.
4. Applicants for rental/usage shall provide sufficient, competent adult and/or special supervision at all times.
5. Applicants for rental/usage and all participants thereof, shall hold the district free and without harm from any loss, damage, liability or expense that may arise or be caused in any way by an emergency, natural disaster or unforeseen event/action which would prohibit the use or occupancy of these premises. All scheduled users will be notified as soon as possible of cancellations or changes in scheduling.
6. All (non-school-sponsored) applicants for use of school facilities shall maintain accident and liability insurance for persons using district facilities under the applicant's sponsorship. Users must provide a Certificate of Liability Insurance to the District, prior to use of facilities, proving the user has at least \$1 million combined single limit liability insurance, and ensuring the user's policy has been endorsed naming the school district as an additional insured.
7. In the event that district property loss or damage is incurred during the applicant's scheduled use or occupancy, the cause and amount of damage shall be determined by the Superintendent and a bill for damages may be presented to the applicant, group or individual using or occupying the facilities during the time the loss or damage was sustained.
8. School facilities will be unlocked and locked by a custodian, an authorized staff member or the superintendent's designee, who must be on the premises when any non-school group/individual is scheduled. **If a key has been issued to a renter and that key is not returned, for any reason, after the scheduled season or period of use, the renter will be charged \$500 toward re-keying costs.**
9. The district subscribes to the belief that a public school is owned and operated by and for its patrons. The public is encouraged to use school facilities but shall be expected to reimburse the district for such use to insure that funds intended for education are not used for other purposes.
10. **If the use or rental of facilities is required during a time when no regularly scheduled custodian or other authorized staff member is on duty, the group using the facility will be responsible for the expense of having a district employee present for the time of the rental.**
11. Fees shall be charged to all non-district-sponsored users, including teams/groups that practice regularly and/or hold competitions. Outdoor areas include the seven designated playing fields, tennis courts, the covered play area and other multi-purpose outdoor areas.
12. In the event that the contracted rental fee is not remitted to the district within thirty (30) days after the final scheduled use, the district will take appropriate action to collect payment. If payment is not collected by sixty (60) days after the final usage, the group/individual will not be allowed to rent any district facility thereafter until the amount is paid in full plus a ten percent (10%) late payment charge.
13. Reservations for use of the entire Buck Park facility (e.g. family reunion, concert) shall be on an individually negotiated basis between the user and the district.
14. See SUPPLEMENTAL AGREEMENT FOR USE OF SCHOOL GYMS for requesting special equipment and additional gym rules.
15. **Any noncompliance with the rules and regulations of district facility usage as outlined in policy 4260 and 4260P, will result in immediate removal from district property, forfeiture of any prepaid contracted amount, loss of use privilege and referral to law enforcement authorities if necessary.**

Date: Sep 25, 2008