

## **Community Relations**

### **Use of School Facilities Procedures**

To ensure the safety of all guests using the facilities, that the use does not negatively affect the cleanliness and maintenance of the building, and that the funds intended for the education of students are not used for other purposes, the following procedures have been established.

### **Applicant Categories**

#### **A. District-Sponsored Events and School Partner Non-Profit Groups**

District-sponsored events occurring outside the normal school day and non-profit groups partnered with the Snohomish School District whose purpose is to support the mission of the Snohomish School District (i.e., PTA's, Snohomish School District Foundation, Booster Clubs, etc.). The only fees charged will be under certain circumstances involving significant use of utilities (such as weekends), excessive clean-up, or extensive use of the stadium lighting as determined by the district, the district reserves the right to assess fees according to the established fees.

#### **B. Non-Profit Groups Serving Youth, Non-Profit Organizations Conducting Community Education or Community Service and Public Entities**

To qualify for this category non-profit organizations must submit a 501(c)3 documentation. Non-profit groups serving youth must have open enrollment and open participation of all ability levels. Non-profit groups serving youth who do not have open participation of all ability levels will pay Category B1 fees. Public entities and other organizations with an inter-local agreement with Snohomish School District will be charged according to that interlocal agreement.

#### **C. Non-Profit Organizations and Individual Users**

To qualify for category C, non-profit organizations must submit a 501(c)3 documentation. All other non-profit organizations, groups and individual users who do not fall into Category B fall into Category C. If the Category C user charges admission, collects an offering or donation, or sells merchandise (other than to off-set activity/meeting costs), fees will be assessed as described in Category D.

#### **D. Commercial or For-Profit Organizations**

This group includes organizations and activities that do not qualify in the groups listed above and commercial and for profit promotional activities. Also included are Category C organizations that will be charging an admission and/or a participation fee (other than to offset activity/meeting costs).

### **Facility Use Agreements**

Agreements will not be granted for any use which in the judgment of the district:

1. May conflict with the district's educational mission, policies, or procedures.
2. Lacks satisfactory sponsorship or adequate adult supervision.

3. Might result in undue damage or wear.
4. Is not consistent with the use for which the space was designed.
5. Presents a distinct, undue risk of potential district liability.
6. Presents a reasonably foreseeable risk of substantial disruption or material interference with school activities or operations.

Requests will be reviewed after school programs have been scheduled. Scheduling will be done according to the Guidelines for Facility Use Scheduling (4260G). Space remaining after the seasonal assignments will then be awarded on a first-come basis.

Persons or groups without properly approved Facility Use Agreements will not be allowed to use any school facility.

The district reserves the right to revoke any agreements at any time without liability.

### **Application Procedure**

A Facility/Field Use Permit application form must be submitted to the facilities coordinator at the Resource Service Center at least ten (10) business days in advance of the facility use to allow adequate consideration by the district. Application forms are available on the district website.

A single application may be made for a series of meetings or meetings of like character at a single facility; however, if any of the meetings are found to conflict with school programs, or school holidays, such meetings will be canceled, rescheduled for another time/place or scheduled on a case-by-case basis with the involvement of the building administrator and the Facility Use Office.

All applications will be made in accordance with the school calendar year. Activities extending beyond the school year or that fall within a school holiday will require a separate permit. Additional fees may be assessed to cover the additional personnel costs associated with such usage.

To qualify for nonprofit categorization, professional fund raisers representing charities must provide evidence that the fund raiser:

- A. Is recognized by the Philanthropic Division of the Better Business Bureau;
- B. Is registered and bonded by the State of Washington; and
- C. Will give the charity at least sixty (60) percent of the gross revenues.

### **Indemnity and Insurance**

As a condition of obtaining an Agreement, the applicant agrees that Snohomish School District and its agents or employees will not be liable for any damage to person or property by reason of applicant's use or occupancy of the facility or any negligent acts of the applicant, its agents, employees, invitees, or subcontractors.

The applicant further agrees to protect, indemnify, and hold harmless the Snohomish School District and its officers, employees, directors and agents, as well as their successors and assigns, from claims, liabilities, suits arising from injury to person or property from applicant's use or occupancy of the facility or any negligent acts of applicant, its agents, employees, invitees or subcontractors.

A certificate of liability insurance and an additional insured endorsement will be required for all activities that are not directly sponsored by the district. The user must provide a certificate of insurance satisfactory to the district prior to use of the facility. This insurance must be primary and written for a minimum of \$1,000,000 Combined Single Limit per occurrence. The insurance certificate will list the Snohomish School District #201, its officers, directors, agents and employees as an additional named insured and will provide for notification to the district in the event of cancellation or termination, or material change in the policy, with not less than ten (10) days' notice.

The requirement to provide insurance and the amount of the insurance required may be waved or reduced at the discretion of the district administration based upon the nature of the scheduled event or activity, including the risk of injury, educational benefit to the school and students, and reasons that the user cannot obtain insurance.

For any activity involving youth sports, athletics, or recreation, prior to use of the facility the user must also provide statements of compliance with the policies for management of concussion and head injury in youth sports and for sudden cardiac arrest awareness as set forth in RCW 28A.600.190 and .195.

### **General Provisions**

Tobacco products, alcoholic beverages, controlled substances and weapons are not permitted at any time on school district premises, including all grounds and playfields.

Animals, except trained guide dogs and service animals, are not allowed on district grounds and playfields.

Officials representing the school district reserve the right to enter the school building at any time.

Failure to comply with facility use rules or policies may result in the revocation of the facilities use agreement and/or denial of the future use of school facilities.

Users must not charge fees for parking on school grounds without written permission from the district.

## **Fee Assessment/Payment**

The Superintendent or designee will develop and recommend to the Board a fee schedule applicable for use of school facilities. The fee schedule will be evaluated periodically.

All groups or organizations using facilities are responsible for set-up or clean-up costs incurred during facility use. The district reserves the right to assign properly trained district staff to supervise and clean the facility in accordance with district standards.

Large events may require a meeting with the facilities department and the principal to determine the appropriate staffing and fees for the event.

The district may require that the full facility use fee be paid two weeks in advance of the use. In some cases, facility users will be billed after the event. Payment is due upon receipt of the invoice.

Agreements will be cancelled for lack of timely payment and outstanding unpaid invoices will impact approval of future facility use requests.

## **Responsibilities of User**

All groups or organizations using district facilities must provide sufficient, competent adult and/or special supervision (age 21 or over), and the amount of adequate supervision will be agreed upon at the time of authorization is issued. Persons will not be admitted to the facility until the adult supervisor arrives. The adult supervisor(s) must remain with the group during use of the facilities and will be responsible for the group's compliance with all appropriate laws, rules and regulations.

The user named on the Agreement and the group in whose name the Agreement is used must accept responsibility for any damage to district property. The user and all members of the group occupying school facilities are responsible for reasonable and proper care of the facility used and any material or equipment found therein. Any loss or damage resulting from activities of the group, or activities of any person present because of the activity scheduled, will be billed to the user. If there is damage, the user will accept the district's estimate of the cost for repair or replacement and will make payment promptly to the district. Failure to comply with this regulation and to pay any damage charges which may be assessed will result in denial of further privilege of use of school facilities and may result in legal action.

Because of the value of the district's playing fields to the community's total recreational opportunity, the fields may be used by all residents. The use must be appropriate and compatible with each play field and its surrounding area. Such use must 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 lawn are restricted. Should damage to fields and lawns occur, the Superintendent or designee will make reasonable efforts to obtain restitution for the damage.

The group or organization using district facilities is responsible for the conduct of all persons in attendance.

The use of the facilities must be completed and the premises completely vacant by the end time that is listed on the Agreement.

User must not tamper with or make adjustments to the heating, lighting, furnishings or equipment in the facility.

Users are responsible for their own set-up and clean-up. All users must leave school facilities in a clean and orderly condition, with all furniture in the same location that it was found. Users will be charged if custodial or other labor is required to set-up or clean a facility.

Non-street gym shoes are required for all gym floors and elsewhere for activity-type games such as basketball, volleyball or badminton.

No decorations or application of material to walls or floors will be allowed without the permission of the building administrator.

Any promotional activities in conjunction with non-district sponsored events must clearly state that event is not sponsored or endorsed by Snohomish School District.

School fields (playgrounds, practice fields, baseball diamonds, soccer/football, tennis courts, and tracks) may be used in accordance with the following conditions:

Use that subjects the grounds to undue damage or wear or which creates a hazard or unreasonable restriction of use by others will not be allowed. Continued use of a field by an organization will be dependent of said organization leaving a field clean and in good order when they have completed the activity.

All markings and pre-game preparations will be the responsibility of the organization scheduled for use. Field lining and marking must be pre-approved by the school's athletic office.

The use of baseball diamonds, track, or other athletic fields for golf practice, flying motorized airplanes, drones, operating vehicles, skateboards, motorized scooters or exercising animals is prohibited.

There will be no access to a building by persons using the fields unless special arrangements have been made to use the building facilities. An additional charge may be assessed if access to a building is needed.

### **Cancellation/Changes by the User**

In the event a group wishes to cancel the use of a facility, it must notify the Facility Use Office at least two working days in advance. Failure to do so will result in charges and/or cancellation of the remaining dates on the Agreement. Date or time changes must be approved by the Facility

Use Office at least two working days in advance. Failure to do so will result in charges for the time scheduled or actual hours used, whichever is greater. An additional fee may be charged for multiple changes to an Agreement as outlined in the fee schedule.

### **Large/Special Events**

Large events may require a meeting with the facilities department and the building administrator to determine the appropriate staffing and fees for the event.

When large crowds are anticipated, it will be the responsibility of the user to notify police and fire for aid in providing security and fire protection and, when applicable, to obtain an events permit. The user is responsible for notifying the Facility Use Office in writing as to what fire and security arrangements have been made and to provide a copy of the event permit. Any additional costs related to these requirements will be borne by the user.

Permits – The user may be required to obtain an event permit from the City of Snohomish if the event is located within city limits. It is the responsibility of the user to check with the City of Snohomish to determine if an event permit is necessary. The district may require a copy of the permit or a letter indicating that the permit is not necessary.

Traffic – The user may be required to provide an off-duty law enforcement officer if the district anticipates traffic congestion as a result of an event.

Parking – The user may be required to provide an off-duty law enforcement officer; to hire district security person(s) and/or to organize and provide adult parking supervisors if the district anticipates parking problems as a result of an event. Users may not charge parking fees for district lots without written district approval.

Fire – The user is required to follow all precautions for fire safety, to comply with all applicable fire safety rules and regulations, and to obey the fire marshal's edicts. This will include but not be limited to maximum occupancy loads and ensuring that all fire lanes and exits remain clear.

Security – The user may be required to hire district security personnel and/or to provide an off-duty law enforcement officer if the district anticipates security problems, either as a result of an event's size, inherently dangerous activities by attendees, or that present a reasonably foreseeable risk of substantial disruption of or material interference with school activities or operations.

### **Equipment Usage**

If kitchen facilities are to be used to prepare a meal (using cooking and dish washing equipment, ranges, etc.), a district food service employee must be in attendance. This employee will be considered the supervisor in the kitchen if volunteers are used in assisting with the preparation of food. An additional fee is assessed as per the fee schedule for use of the kitchen equipment and the food service employee wages.

The district is not required to make district-owned computers, audiovisual, technical, or other special equipment available. Such equipment may be made available at the discretion of the principal or designee based on demonstrated need and educational benefit to the school and students or community. In the event that use of such equipment is authorized, the user must comply with all district requirements relative to providing a knowledgeable district-approved operator be present. Any damage to the equipment will be repaired at the user's cost. A district approved operator/technician may be assigned at the discretion of the district, and the cost will be charged to the user.

Facility users cannot use district-owned expendable supplies other than restroom facility supplies.

Chairs, tables or other equipment must be arranged for prior to the event through the building administrator and be requested/listed on the facility use application form.

Athletic equipment, such as volleyball nets, balls, etc., is not included with gym rentals. Special arrangements may be made at the discretion of the building administrator for use of said equipment based on demonstrated need, risk of damage, and participation of district students, and additional fees may be applicable.

An additional fee for equipment use may be assessed.

### **Damages, Defacement and Loss**

Should any damage to school district premises and/or equipment occur, the user will be responsible for the cost of any repairs or replacement necessary to restore the premises/equipment to their original condition as determined by the district.

The school district assumes no responsibility for any personal property brought on district premises by the user, and the school district is not liable for any loss, damage or destruction to such personal property that may be sustained by the user in connection with any service to be carried out under the terms of the agreement.

### **Security/Facility Use Attendants/Custodial Services**

A district employee, or in some cases an-authorized person (facility use attendant), will be in attendance at all facility usage occurring during after school hours. The user (the individual signing the facility use agreement), their alternate, district employee, or district-approved facility use attendant will be on-site at all times during after school hours facility use. The district also reserves the right to require additional paid district employees at its discretion based on event size, inherently dangerous activities by attendees, or reasonably foreseeable risk of substantial disruption of material interference with school activities or operations. The user will be responsible for the cost of any paid employee's based upon the fee schedule.

The respective building administrators control keys to the individual schools. Building keys will not be issued or loaned on any occasion to anyone other than a district employee or district-

approved facility use attendant. The district employee or facility use attendant must not let building keys out of their possession, nor give security codes to any other person.

The district employee and/or facility use attendant is responsible for familiarizing themselves with the light controls, security systems, equipment, and the building use regulations for the facility being used.

Facilities used will be limited to those specified on the application. Neither the district employee or facility use attendants have the authority to permit use of facilities or equipment not indicated on the application.

The district employee and/or facility use attendant is responsible to ensure that the organization is following the district policies for proper conduct.

The district employee must personally check to see that the building is properly secured after each use, including, but not limited to, doors locked, windows secured, and the security system armed.

The district employee and/or facility use attendant must report to the building administrator the next normal working day all damage and infractions of the building use regulations. It is the intention of the district to have all facilities clean and in good order for the start of the next school day; therefore, custodial service may be required for certain usage times and activities at the discretion of the district. The user is responsible for the cost of the custodian services as per the fee schedule.

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