

COMMUNITY RELATIONS

USE OF SCHOOL FACILITIES

I. GENERAL GUIDELINES

- A. The buildings and grounds of the Wenatchee Public Schools are primarily for public school purposes. No other use shall be permitted to interfere with the educational purposes for which these buildings and grounds are primarily intended.
- B. The school district desires to make school facilities equitably available during non-school hours. District-sponsored activities, including curricular and co-curricular functions, retain first priority in use of facilities.
- C. 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. Rent shall be charged in accordance with a fee schedule approved by the school district's board of directors. Such schedule shall provide for uniform levying of rental fees for the recovery of maintenance and operational costs to the district based upon the particular use of the school facility.
- D. The school district reserves the right to deny the use of school buildings or facilities for any use which, in the judgment of the board of directors, may be in any way prejudicial to the best interests of the school or the educational program, or for which satisfactory sponsorship or adequate adult supervision is not provided.
- E. The school district does not wish to compete with private enterprises or to encourage the use of school facilities for commercial or private purposes. It therefore reserves the right to reject any application for use of the school facility when it believes a commercial facility should be utilized.
- F. Authorization for the use of school facilities by a non-district organization does not constitute an endorsement of the organization, its philosophies, or its policies; and a denial of use does not constitute a rejection of an organization's purposes by the district.
- G. The district does not discriminate based on race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability and provides equal access to Boy Scouts of America and other designated youth groups. Community athletics programs that use district facilities will not discriminate against any person on the basis of sex in the operation, conduct or administration of their programs.

Staff Use of Facilities

Employees of the Wenatchee School District and their direct family may use District facilities for personal purposes, provided that the employee does so at their own risk, the facility is available, the facility is the employee's place of work, and there is no significant cost to the district. This right does not extend to employees' friends or organizations with which they are affiliated. Staff members may also apply for use of facilities on the same terms as other members

of the public as provided in this policy. Employees may not use school equipment or consumable supplies without express permission of the superintendent or designee in charge of the facility.

School or Child-Related Groups or Other Government Agencies

School or Child-related Groups or Other Government Agencies include those organizations whose main purpose is to promote the welfare of students, or to provide members of the community access to government programs or opportunities for civic participation. Examples are: Scouts, Campfire, PTA, 4-H, city or county sponsored recreation groups, polling places, political caucuses and governmental groups. When facilities are used outside of regular school hours, or when the district incurs extra utility, cleaning or supervision costs, a fee, established by the superintendent, will be charged to recoup those costs. Additionally, youth organizations engaged in sports activities and using school facilities must provide a statement of compliance with the policies for the management of concussion and head injury in youth sports as required by RCW 28A.600.

Nonprofit Groups

Nonprofit groups and organizations may use school facilities for lectures, promotional activities, rallies, entertainment, college courses, or other activities for which public halls or commercial facilities generally are rented or owned. The district will charge a rental rate in excess of costs incurred. Excess charges may be waived when a service club or other nonprofit group is raising funds for charitable purposes.

To be granted this exception, the charitable organization must be recognized by the Philanthropic Division of the Better Business Bureau. Professional fundraisers representing charities must provide evidence that they are registered and bonded by the state of Washington. Such fundraisers must provide evidence that the charity will receive at least sixty (60) percent of the gross revenues received from the public prior to approval to use the facilities.

Similar treatment may be granted public universities and colleges when offering college courses within the community or when any university/college is offering a course for staff at the request of the district. Nonprofit 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 rental rate, but for no more than two years and may not average more than twelve hours of use per week.

Commercial Enterprises

Commercial Enterprises include profit-making organizations and business-related enterprises. While the district would prefer these organizations use commercial or private facilities, facilities may be rented for non-regular use at the prevailing rate charged by commercial facilities in the area.

District-sponsored activities, including curricular and co-curricular functions, retain first priority in use of facilities. Authorization for use of school facilities will not be considered as endorsement or approval of the activity, group or organization.

Legal References: RCW 4.24.660

Liability of school districts
under contracts with
youth programs

RCW 28A.320.510	Night schools, summer schools, meetings, use of facilities for
RCW 28A.335.150	Permitting use and rental of playgrounds, athletic fields, or athletic facilities
RCW 28A.335.155	Use of buildings for youth programs — Limited immunity
20 USC Sec. 7905	Boys Scout of America Equal Access Act
34 CFR Sec. 108.6	Equal Access to Public School Facilities For The Boy Scouts of America and Other Designated Youth Groups
AGO 1973 No. 26, Initiative No. 276	School districts — Use of school facilities for presentation of programs — Legislature — Elections

Management Resources: *Policy News*, August 2009

Concussion and Head Injuries
Legislation

Adoption Date: 06.27.06

Wenatchee School District

Revised/Reviewed: 12.00; 08.09; 6.14.11; 2.28.12

Classification: Essential

Wenatchee School District Rental Fees and Labor Billing Rates

School/Facility	Purpose	School or Child Related		Nonprofit	Commercial Enterprises		<u>Labor Costs</u> <u>Per Hour **</u>	
		Class 1	Class 2	Class 3	Class 4	Class 5		
Wenatchee HS								
Auditorium								<u>Custodial Fees</u>
	Performance			\$275.00	\$275.00	\$300.00	Reg. Time - \$28.75	
	Rehearsal/Meeting			\$137.50	\$137.50	\$150.00	Overtime - \$43.13	
Commons				*\$5.00/Hr	\$68.75	\$75.00	Double Time - \$57.50	
Cafetorium				*\$5.00/Hr	\$50.00	\$55.00		
Kitchen (see guidelines)	Class 1 & 2 User Groups			*\$5.00/Hr	\$27.50	\$30.00	<u>Auditorium Manager</u>	
Classroom	will only be charge			No Charge	\$18.75	\$20.00	Reg. Time - \$30.75	
Library	labor costs as needed			*\$5.00/Hr	\$27.50	\$30.00	Overtime - \$46.13	
Pool (see guidelines)				*\$5.00/Hr	\$137.50	\$150.00	Double Time - \$61.50	
Gymnasium								
	Recreation			*\$5.00/Hr	\$82.50	\$90.00	<u>Student Help</u>	
	Playoffs/Tournaments			*\$5.00/Hr	\$137.50	\$150.00	\$14.50	
	Performance				\$275.00	\$300.00		
Middle Schools								
Gymnasium								
	Recreation			*\$5.00/Hr	\$60.00	\$70.00	<u>Technical Support</u>	
	Tournaments			*\$5.00/Hr	\$137.50	\$150.00	Reg. Time - \$30.50	
Cafeteria				*\$5.00/Hr	\$27.50	\$30.00	Overtime - \$45.75	
Kitchen				*\$5.00/Hr	\$27.50	\$30.00	Double Time - \$61.00	
Library				*\$5.00/Hr	\$27.50	\$30.00	<u>Kitchen Supervisor</u>	
Classroom				No Charge	\$18.75	\$20.00	Reg. Time - \$25.50	
Elementary Schools								
Gymnasium								
	Recreation			*\$5.00/Hr	\$55.00	\$60.00	Overtime - \$38.25	
	Tournaments			*\$5.00/Hr	\$55.00	\$60.00	Double Time - \$51.00	
Multipurpose Room				*\$5.00/Hr	\$27.50	\$30.00	<u>Lifeguards</u>	
Kitchen				*\$5.00/Hr	\$27.50	\$30.00	2 minimum - \$44.50	
Classroom				No Charge	\$18.75	\$20.00	Hourly for 3- \$66.75	
District Office								
Main Boardroom				*\$5.00/Hr	\$165.00	\$180.00	Hourly for 4 - \$89.00	
North Boardroom				*\$5.00/Hr	\$66.00	\$72.50		
Apple Bowl								
	Performance				\$220.00	\$240.00	<i>Rates subject to change based upon contract negotiations, COA min wage, or other factors</i>	
	Playoffs/Tournaments				\$137.50			
Rec Park								
	Performance			*\$5.00/Hr	\$220.00	\$240.00		
	Playoffs/Tournaments			*\$5.00/Hr	\$137.50			

*The \$5.00/Hr surcharge is only assessed when a custodian is not normally on duty (i.e. weekends, etc).

** 2 hour minimum required for some personnel groups; such as call-out duties

Additional charges may be assessed when food services staff are required. See "Guidelines for Kitchen Use"

All pool user groups are required to have a 2 certified lifeguards. See "Guidelines for Pool Users"



**CONTRACT FOR USE OF
SCHOOL FACILITIES**

WENATCHEE SCHOOL DISTRICT #246
235 Sunset Avenue, PO Box 1767
Wenatchee, WA 98801

TO BE COMPLETED BY APPLICANT: REQUIRED SUPERVISION IS THE RESPONSIBILITY OF APPLICANT

Sponsoring Organization _____

Person Applying _____ Phone Number: _____

Alternate Contact _____ Phone Number: _____

Address _____

Purpose of Facility Use _____

School Requested _____ Facility Requested _____

	<u>Date/Dates</u>	<u>Start Time</u>	<u>Finish Time</u>
Set-up:	_____	_____	_____
Rehearsal:	_____	_____	_____
Program:	_____	_____	_____
Other (specify):	_____	_____	_____

Equipment Requested: _____

RENTAL CHARGES: Billing and collection of exact charges will be made by the District Office after the actual use of the facility. Payment for charges related to use of facilities is due 30 days from date of invoice. If payment is not received by the due date, late fees may be charged at the rate of 18% per year (1.5% per month). Any invoice that is 90 days overdue is subject to collection action. The undersigned agrees to pay all fees associated with collection proceedings and/or legal fees required to enforce satisfaction of fees related to facilities use charges.

INSURANCE: The requesting organization or individual agrees to provide evidence of insurance in a form of a certificate for limits of not less than One Million Dollars (\$1,000,000) combined single limit. The certificate shall name the School District, its officers, directors and employees as additional insureds, and provide not less than ten (10) day's notice of cancellation or material change.

TO BE COMPLETED BY DISTRICT:

<u>ESTIMATE</u>	<u>ACTUAL</u>
Event Custodian _____ hr @ _____ = \$ _____	_____ hr \$ _____
Saturday Custodian _____ hr @ _____ = \$ _____	_____ hr \$ _____
Sunday Custodian _____ hr @ _____ = \$ _____	_____ hr \$ _____
Stage Manager _____ hr @ _____ = \$ _____	_____ hr \$ _____
Student Help _____ hr @ _____ = \$ _____	_____ hr \$ _____
Kitchen Help _____ hr @ _____ = \$ _____	_____ hr \$ _____
Facility Charge Auditorium \$ _____	\$ _____
Facility Charge Other \$ _____	\$ _____
<u>Total Estimated Charges:</u> \$ _____	
Adjustments after use (Reason): _____	\$ _____
_____	<u>TOTAL:</u> \$ _____

• ESTIMATE COPIES: School & Applicant

• FINAL COPIES: School & Applicant

Indemnity and Liability: The Applicant, requesting organization, and its directors, officers, employees, agents and successors and assigns agree to:

- a) Pay for and assume full liability for any loss or damage to person or property or claims resulting to or arising from the use of District property or facilities by the applicant, organization, or those granted access to the facility thereby, whether from an occurrence at the property or facility during such use, before or after such use, going to and from such use, in or about available parking area, or otherwise;
- b) indemnify and hold harmless the District, its directors, officers, employees, agents and successors and assigns from all liability for suits, claims, demands, damages, action or cause of action (upon any legal or equitable theory, whether contractual, common law, statutory, federal, state or otherwise, including all expenses of litigation and reasonable attorney’s fees), injury to or death of any person or for damages to any property to the extent that such injuries, death or damages are caused by their negligence, gross negligence or willful acts or by the failure to follow its obligations as set forth under this Contract; and
- c) pay any attorneys’ fees and costs paid or incurred by the District to enforce any obligation in this Contract.

Policies and Procedures: The Applicant, requesting organization, and its directors, officers, employees, agents and successors and assigns agree to abide by all relevant policies of the District, and specifically to the policies and procedures regarding the use of school facilities. These are available at the Wenatchee School District Office or on the website at: <https://www.wenatcheeschools.org/board/policies-and-procedures>

Health Department Guidance:

The Applicant, requesting organization, and its directors, officers, employees, agents and successors and assigns agree to abide by and enforce all relevant laws, rules, guidance and regulations pertaining to public health (i.e. COVID-19, etc.) of any Local, State, or Federal authorities as related to the Applicants specific business, activity or use. The Applicant assumes full liability for any loss or damages arising from any public health (i.e. COVID-19, etc.) issues associated with the use of District property or facilities as outlined in the Indemnity and Liability section of this Agreement.

Force Majeure: If the performance of any part of this contract by the Parties is prevented, hindered or delayed because of acts of God, strikes, failure of utilities, facility damage, pandemic, disease, or public health concern, measures of any Governmental Authority, or any other cause that is reasonably beyond its control, such party shall not be liable to the other for any damages resulting from such failure to perform. The party claiming to be affected thereby shall give notice to the other party within a reasonable time after the happening thereof of the nature and extent of any force majeure condition claimed to exist and the terms and conditions of this paragraph shall not become operative unless such notice has been given.

Choice of Law: This Contract is governed by the laws of the state of Washington. The jurisdiction of any action hereunder shall be in the Superior Court, Chelan County, Washington.

Authority: By submitting this application, the Applicant represents and warrants that he/she has the necessary authority to do so and to bind the requesting organization and its directors, officers, employees, agents and successors and assigns under this Contract.

Amendment, Modification, and Waiver: No amendment to this Contract shall be binding upon either party unless set forth in writing or confirmation signed by both parties hereto. No purported oral modification, waiver or rescission of this Contract by an employee or agent of the Parties shall operate as a modification, waiver, or rescission of any of the provisions of this Contract. No course of prior dealing, usage or trade or course of performance shall be used to modify, supplement or explain any terms of this Contract.

Entire Contract: This Contract constitutes the entire contract between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous contracts, understandings, negotiations, and discussions, whether oral or written, of the Parties.

Applicant Signature	Date	Principal/Designee Signature	Date
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By signing and submitting this application, the Applicant and requesting organization acknowledge that they have read, understand, and agree to abide by the terms set forth in this Contract.

NONDISCRIMINATION STATEMENT FOR SCHOOL PUBLICATIONS AND PUBLIC ANNOUNCEMENTS

The Wenatchee School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups.

The following employees have been designated to handle questions and complaints of alleged discrimination:

Title IX Coordinator, Section 504

Mark Helm, Assistant Superintendent

Civil Rights Compliance and ADA Coordinators

Mark Helm, Assistant Superintendent (for students)

helm.m@wenatcheeschools.org

Kelly Lopez, Executive Director of Human Resources (for staff)

lopez.k@wenatcheeschools.org

235 Sunset Ave, Wenatchee WA, 98801 (509-663-8161)

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