

Procedure 6113 MANAGEMENT SUPPORT

USE OF SCHOOL FACILITIES

Community groups within the Mead School District shall be permitted to use school facilities including play fields, for worthwhile purposes when such use will not interfere with school programs. To ensure the safety of all guests using the facilities, and that the use does not negatively affect the cleanliness and maintenance of the facilities, and that the funds intended for the education of students are not used for other purposes, the following procedures have been established.

Facility Use Application

Mead School District Facilities Use Application will not be granted for any use which in the judgment of the district:

- 1. May in any way be prejudicial to the best interest of the schools or the educational system.
- 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.

Requests may be submitted beginning September 15th for the current school year. Requests shall be reviewed on a first-come basis after school programs have been scheduled. Requests for the use of both the facilities and fields/campus will be approved on a seasonal basis in order to accommodate district seasonal athletic schedules prior to external users.

During the summer, use of the school facilities may be restricted if such use interferes with the summer maintenance program. Facilities are generally not available the last two weeks of August and the first week of September due to school start-upactivities.

A Facility Use Application shall be completed online and then routed to the building facility coordinator. It shall be his/her duty to schedule the use of school facilities and approve facility use. Should an organization protest the denial of request for facility use or its classification, the matter may be brought to the building principal for review.

Priority shall be given to school district sponsored events and those community youth organizations that have the highest percentage of students enrolled in Mead School District.

Whenever a conflict exists between a school function and community use, the school shall have first priority. An approved use application may be canceled should a conflict arise. Should two parties request the facilities or fields for the same dates and times, a fair allocation may be determined by the building facility coordinator and/or the building principal.

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

Failure to comply with facility use rules or policies may result in the revocation of the facilities use application and/or denial of the future use of school facilities. The district reserves the right to revoke any facility use contract, at any time, without liability.

Youth Athletes Organizations or Other Youth Activity Use Requirement

In accordance with RCW 28.A600 and RCW 4.24.660, (House Bill 1824) organizations wishing to use district facilities to operate a youth program where there is any reasonable risk of head injury or concussion must meet the following requirements before use of district facilities will be authorized:

- 1. All participants must be insured for bodily injury and/or death with per person limits of at least \$50,000 and per occurrence limits of at least \$100,000. This insurance must be provided with an insurance company authorized to do business in Washington State. If this insurance lapses during the term of the agreement the youth organization facility use will be discontinued until written proof of valid insurance is provided to the district. (The bodily injury and/or death insurance is required in addition to the certificate of liability insurance referenced below.)
- 2. The youth organization shall provide a statement of compliance acknowledging that the youth organization, coaches, volunteers and youth athletes and parent/guardians have reviewed and fully understand the information provided by the WIAA on the risks of head injuries and concussions. This statement of compliance must be provided with each new facility use contract.
- 3. All youth organization coaches, volunteers and participants of all activities covered by this policy shall comply with all provisions of RCW 28.A600 and RCW 4.24.660 and the guidelines, policies and requirements declared by WIAA for the management of head injuries and concussions.

Specific language relating to head injury and concussion policy and procedures and the use of Mead facilities can be found in Mead School District Policy 3412, Head Injury.

All community athletic programs using district facilities shall not discriminate against any person on the basis of gender in the operation, conduct, or administration of their program for either youth or adults.

Application

A Facility Use Application must be submitted online at least ten working (10) days in advance of the facility use to allow adequate consideration by the district. The application link for community use is available on the District website.

A single application may be made for a series of meetings, however, if any of the meetings are found to conflict with school programs or school holidays, such meetings will be canceled or rescheduled for another time/place.

All organizations must submit the following, at the time of the online application:

- 1. Proof of Insurance.
- 2. 501(C)(3) documentation for non-profit groups.
- 3. Head Injury and Concussion statement of compliance, if applicable.

A \$5 non-refundable registration fee, invoiced upon receipt of online application, must be paid before the application is processed.

The building facility coordinator/building principal reserves the right to determine the most appropriate facility location for the event.

Large events may require a meeting with the building facility coordinator and the building principal to determine the appropriate staffing for the event.

Fee Assessment and Payment

Fees will be charged at an hourly rate, to be determined by the Board of Directors. Payment is due upon receipt of the invoice and must be paid in advance of the event online by credit card or by check to: Mead School District Facilities Department at 12510 N Market, Mead, WA 99021.

Facility users on a continued monthly use contract must pay first and last month fees due before use of the facility, and then will be billed monthly. Payment is due upon receipt of the invoice and before continued use.

Only the school district shall pay employees and stagehand crews for services rendered in connection with outside organizational use of the school facilities.

Groups requiring the use of school kitchens will be charged for Mead kitchen staff in addition to the cost of the kitchen facility use.

Insurance

The applicant agrees that Mead School District and its agents or employees will not be liable for any damage to person or property by reason of negligent acts of the applicant, its agents, employees, invitees, or subcontractors.

The applicant agrees to protect, indemnify, and hold harmless the Mead 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 negligent acts of applicant, its agents, employees, invitees or subcontractors.

A certificate of liability insurance shall be required for all activities that are not directly sponsored by the district. The user shall provide a certificate of insurance, satisfactory to the district, prior to use of the facility. This insurance shall be primary and written for a minimum of \$1,000,000 Combined Single Limit, per occurrence. The insurance certificate shall list the Mead School District, its officers, directors and employees as an additional named insured and shall 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.

General Provisions

The school district reserves the right to deny use of school facilities to any applicant when the intended use, or the principles, philosophy, or background of the applicant organization, would be detrimental to the best interest of the school district and its educational program. Appeals may be made in writing to the Executive Director of Business Services.

Any and all use of district facilities shall be totally free from obscure and controversial purposes and purposes of a disruptive nature. Facility Use Applications will not be granted for any use that may be detrimental to the best interests of the schools, or for which satisfactory sponsorship or adequate adult supervision is not provided. This shall include police and fire protection, when necessary, in the judgment of the administration.

The school district reserves the right to cancel any permit given, and to refund any payment made for the use of school facilities when it deems such action advisable and for the best interest of the school district, or to modify or change its rules at any time, with or without cause, and that in the event of such revocation or cancellations, there shall be no claim or right to damages or reimbursement on account of loss, damage, or expenses whatsoever.

The group or organization using district facilities is responsible for the conduct of all persons in attendance. Boisterous conduct, profane and improper language and any other objectionable practices will be ample reason for terminating a permit. Weapons, alcoholic beverages, tobacco use and illegal drugs are prohibited in school facilities or on school property, including all grounds and playfields, at any time.

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

Administrators representing the school district reserve the right to enter the school building or playfields /grounds at any time.

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 facility coordinator in advance of the event.

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

Responsibility of the User

All groups or organizations using district facilities must provide qualified adult supervision (age 21 or over). 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 rules and regulations. The adult supervisor must have a signed copy of the facility use agreement with him/her at all times.

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.

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

- Use that subjects the grounds to undo 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 director.
- The use of softball/baseball diamonds, track, or other athletic fields for golf practice, flying
 motorized airplanes, 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 will be assessed if access to a building is needed.

Cancellation/Changes by the User

In the event a group wishes to cancel or make changes to the agreement for the use of a facility, it must notify the building facility coordinator at least two working days in advance. Failure to do so will result in charges and/or cancellation of the Facility Use Agreement. In addition, the building facility coordinator must approve date or time changes 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.

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 shall 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 food service employees.

The district is not required to make district-owned computers, audiovisual, technical, or other special equipment available. In the event that use of such equipment is authorized, a district-approved operator/technician may be assigned, at the discretion of the district, and the cost will be charged to the user. The user must comply with all district requirements related to the use of district equipment. Any damage to the equipment will be repaired or replaced by the user.

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

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

Chairs, tables or other equipment must be arranged for prior to the event through the building facility coordinator and be requested/listed on the Facility Use Application form.

Athletic equipment (volleyball nets, balls, etc.) is not included with gym rentals. Special arrangements must be made with the District Facility Coordinator to use said equipment.

Damages, Defacement and Loss

The individual named on the Facilities Use Application 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 the school facilities and may result in legal action.

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 and/or 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

A school district employee must be on duty either in a custodial and/or supervisory capacity while the facility is in use.

When no regular employee is on duty, the building facility coordinator or the building principal shall specify the supervisory and/or custodial employees necessary and an additional fee will be charged.

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 as a result of an event.

The assigned supervisor or custodian is responsible to ensure that the organization is following the district policies for proper conduct and shall personally check to see that the building is properly secured after each use, including but not limited to locked doors, secured windows, and the security system armed.

Building keys will not be issued or loaned on any occasion to anyone other than the assigned supervisor or custodian. The assigned supervisor or custodian shall not let building keys out of his/her possession, nor give security codes to any other person.

Supervisory and/or Custodial Requirements

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 is required for certain usage times and activities, at the discretion of the district. The district reserves the right to assign properly trained district staff to clean the facility in accordance with district standards. There is a two (2) hour minimum charge for custodians and/or one (1) hour minimum charge for supervisors.

A district approved/assigned supervisor and/or custodian shall be in attendance at all facility usage occurring during off-hours. The district reserves the right to require additional paid district employees at its discretion. The user will be responsible for the cost of any paid employees based upon the fee schedule approved by the Board of Directors.

Facilities used shall be limited to those specified on the facility use agreement. The assigned supervisor/custodian does not have the authority to permit use of facilities or equipment not indicated on the agreement.

The user shall report to the district assigned supervisor/custodian all damage and infractions of the building use regulations. All damage and infractions of the building use regulations shall be reported to the building facility coordinator the next normal business day.

Adopted: September 28, 2009

Revised: May 20, 2019