

# Coos Bay School District 9

Code: **KG-AR(1)**  
Revised/Reviewed: 12/09/02; 6/22/10; 9/16/13;  
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## Facility Usage

### Building Use Priority

1. Priority I - District Use, School District Activities and/or Events  
(Building Use Contract required for non-district organizations)  
There is a \$50 fee per use for non-district organizations using Susick Stadium lights.
  - a. District/school-sponsored or co-sponsored activities or events for District students (clubs, intramurals, concerts, etc.).
  - b. District/school-sponsored activities or events for parents or patrons (plays, open house, etc.).
  - c. District/school-related groups and organizations, if their events have no admission or contribution charge. (Parent/teacher organizations, school advisory committees, booster clubs, CBSD Education Foundation, etc.) If the event's primary purpose is fundraising for individual programs or community, state or athletic organizations, the event will be Priority II. School-sponsored fundraising events may be billed for direct costs (e.g., heat, lights, air conditioning, water and other consumables).
  - d. District/school-sponsored or co-sponsored staff activities (e.g., wellness, staff development or classroom related), with no admission or contribution charges.
  - e. Co-sponsored events or activities with local state/county/city official meetings for purposes of public meetings, hearings and/or testimony.
2. Priority II - Recreational and Educational Programs Involving Students  
(Proof of Insurance and Building Use Contract required)  
There is a \$50 fee per use for using Susick Stadium lights.
  - a. Staff led sports teams, associations, clubs or events and/or fundraisers.
  - b. Youth athletic organizations (Boys & Girls Club, SC Youth Football, CB Cal Ripken, athletic commissioners etc.).
  - c. Local nonprofit organizations (if no fees are charged beyond rental costs).
  - d. Youth education or nonprofit organizations (e.g., Scouts, Camp Fire, etc.).
  - e. Education programs sponsored by local nonprofit educational institutions (e.g., Community College and other Oregon based colleges and universities).
  - f. OSAA sponsored events.
  - g. Other events sponsored by nonprofit organizations that provide arts, academic and economic enrichment to the community (Oregon Coast Music Festival, Music On The Bay, etc.).
  - h. MHS Alumni organizations.
3. Priority III - Adult/Nonstudent Programs  
(Fees, Proof of Insurance and Building Use Contract required)  
There is a \$50 fee per use for using Susick Stadium lights.
  - a. All profit organizations.
  - b. Commercial organizations.

- c. Religious organizations.
- d. Professional organizations.
- e. Political organizations.
- f. Fraternal organizations, unless fundraising or providing services for students in the district.
- g. Nonprofit organizations collecting admission fees or donations beyond rental costs.
- h. Fundraising activities by groups which otherwise might be approved for free or reduced rates.
- i. Individuals or private groups (e.g., weddings, family reunions, memorial services).
- j. Adult recreational sports leagues, associations, clubs and/or fundraisers.
- k. Other groups, individuals or organizations not previously identified.

## **Definitions**

1. "District or School-sponsored" means the sponsoring entity seeking access to district facilities is directly funded by the school district and is involved in the coordination, funding, planning and operations of the events before, during and after the event. Fees for these activities are borne by the school district, except that district-sponsored fundraisers may be billed for overhead costs such as water, electricity and other district costs.
2. "Co-sponsorship" by the school district means one or more agencies, organizations or entities through a joint arrangement provide assistance to one another and the school district in putting on an event or activity by coordinating, funding, planning and/or providing in-kind services. Fees for these activities and/or events may be assessed, especially if entrance fees, participant fees or team fees are assessed to participants beyond rental and/or utility costs.
3. "Student" is defined as any person 21 years of age or younger is who attends Coos Bay School District.

## **Rental Application Process**

An application form must be completed by the group, department or individual except school-sponsored activities for students or the educational program at each school. The process is as follows:

1. Pick up application from the school, District Office which is located at 1255 Hemlock Avenue or Facilities & Maintenance Department which is located at 150 N Marple in Coos Bay;
2. Fill out all portions of the form that are applicable to your request and sign;
3. Return signed request with dates and times requested to any school office, the District Office or the Facilities & Maintenance Department;
4. Requests will be reviewed by the Facilities & Maintenance Department;
5. Once the application is approved the applicant will be notified and is required to secure and provide proof of insurance coverage that meets the district's property and liability limits (depending on priority);
6. Use of facilities is not allowed until a fully executed copy of the application form, proof of insurance and appropriate administrative approvals have been made;
7. If keys are issued to the user, there will be a \$50 refundable deposit.

8. The district reserves the right to grant or deny permission for use of facilities at its sole discretion.

Note: Use of facilities may require that district employee(s) be on duty during the event. The user will be charged for having a district employee work outside of regularly scheduled times.

The district reserves the right to require, at the renter's expense, that additional facility needs be met for an event. Additional facility needs could include: security, portable restrooms and other needs as determined by the district.

### **Cancellation**

Request for the cancellation of the agreement shall be made to the Facilities & Maintenance Department no later than one day preceding the scheduled use of the facility. A regular charge shall be made in accordance with the usage agreement for the facility engaged and not used unless such notice to cancel is given.

The Board authorizes the superintendent or his/her representative to cancel building use agreements when it is apparent that such action is necessary for the best interest of the district. Whenever possible, the district will provide at least a 48-hour cancellation notice if a group's approval to use the facilities must be revoked.

### **General Guidelines**

1. Persons and groups using school facilities agree to observe and abide by all appropriate district regulations as well as all local and state laws.
2. An authorized district employee (or a responsible adult assigned by the district representative) shall be present for all activities with authority to protect facilities and equipment from improper or dangerous use. This person is responsible for properly opening the facility and securing the facility at the conclusion of the event.
3. Grounds, buildings, equipment, etc., must be left clean and free from damage and put back to its original condition and organization. The using group and its representative who signed the use request will be held responsible for all expenses related to cleanup and repair resulting from the group's use. The district reserves the right to require the using group to pay for district custodial & maintenance services if needed to bring the facility back to its condition prior to the group's usage.
4. Use of district facilities for church, partisan, political or sectarian purposes may be granted; however, such approval in no way implies district endorsement or sponsorship of these activities.
5. Unauthorized use of the district facilities or failure to comply with the facility use agreement or policy may result in cancellation of agreement or denial of any future use.
6. The use of alcohol, tobacco, drugs or narcotics is prohibited on district property.
7. All groups using any facility will provide supervision. The building principal or Facilities Manager will determine the level and type of user supervision required and may require that a district employee be present. Disagreements regarding the level of supervision required and/or required

district employee that cannot be resolved between the requestor and the principal/Facilities Manager should be appealed to the superintendent or designee.

8. When district staff is required the sponsoring group will be charged \$30 per hour for food service employees and \$35 per hour for all other employees (custodian, technology, for example).

### **Security**

District keys should not be shared or given to non-district employees without appropriate record keeping and accountability. If the principal deems it necessary to issue a key, a \$10 deposit is required. The deposit will be retained in the school's petty cash account and will be forfeited if the key is not returned by the date specified. Keys must be returned promptly at the end of each season or event.

### **Insurance**

The user is solely responsible for loss, damage, accidents and personal injury arising out of use of the facility and agrees to indemnify and hold harmless the school district, its Board of Directors, officers, agents and staff from and against any and all claims, except gross negligence on the part of the Coos Bay School District.

When required each organization, individual, or individual group using a school facility shall provide proof of property and liability insurance covering all their activities on district premises. Insurance is to provide primary coverage for liability & property damage in an amount not less than \$1,000,000 per occurrence.

Each user is to insure personal property and hold the district harmless. Coos Bay School District is to be named as a co-insured on all such liability insurance. A copy of insurance coverage or a certificate of insurance shall be provided to the Facilities Manager prior to the contracting user initiating activity in a district facility. District insurance does not provide protection for any organization or individual using district facilities. The superintendent or designee may waive insurance with proper documentation that indemnifies the district against any and all claims.

### **Safety, Care of Facilities**

Putting up decorations or scenery or moving pianos or other furniture is prohibited unless prior permission is granted. The use of school equipment is not included in the facility usage agreement and is prohibited unless permission is obtained and all electrical equipment and arrangements shall be controlled by the district or its representatives.

Representatives of the district must have free access to all rooms at all times. The building administrator, or designated district representative has the right to stop any activity at any time if in his or her judgment there are a violation of the rules contained in this document, or if the activity is deemed to be hazardous to personnel, property, equipment or participants.

Any damages to district property as the result of the use (e.g. grounds, buildings, equipment) shall also be assumed by the sponsoring parties. If damages occur during the use of a facility, documentation must be provided by the supervisor detailing the date, time, location, nature of the damage and the responsible party. The principal and the physical plant office should be notified as soon as practical and photos taken if possible.

Returning the facility to the condition it was prior to usage, including cleanup and the return of all keys is the responsibility of the user. Failure to comply will result in additional charges, including the cost of cleanup, repair, re-keying and possible denial of future facility use.

Halls are to be blocked off when school is not in session to control the usage of the facility.

The maximum number of people permitted in the various buildings or facilities shall be restricted to the fire marshal requirements.

The district assumes no responsibility for properties left on the premises.

### **Specialized Facilities, Equipment & Usage**

#### 1. Gyms and Multipurpose Rooms

Appropriate (non-marking) gym shoes are required for all participants involved in active sports and games. Use of school gymnasiums includes the use of dressing rooms, showers and lights. Towels will be furnished by the applicant.

#### 2. Kitchens and Cafeterias

Applications that include the use of kitchens for cooking and/or cleaning must also be approved by the Food Services Director. The Director will assign a food service employed kitchen worker that will oversee proper use of the kitchen equipment and proper cleanup after the event. (They are not responsible for doing the cooking or cleanup).

#### 3. Weight Rooms

Nondistrict use of weight rooms brings increased concern with regard to the potential of injury to person or damage to property. In most cases a district employee will be required to be present whenever a group is authorized to use a district weight room. Under exceptional circumstances a group may be granted access without direct district supervision when the group can demonstrate that both adequate supervision and training regarding the proper use of weight equipment will be present at all times.

#### 4. Playing Fields

Organizations renting playing fields will be required to provide portable restrooms for participants. Failure to comply will result in denial of future use.

#### 5. Heritage Hall

Opening, closing and technology processes need to be followed by those using the room.

Students will be supervised by an employee or other responsible adult 100% of the time they are in the room.

## Conditions of Use for All Facilities

1. A building use agreement must be signed by an authorized representative of the lessee (User) using the school facility and a representative of the lessor, Coos Bay School District (District). The contract must be received no later than two weeks prior to the scheduled event. Such contract must be in a complete and confirmed status when received by Lessor. Failure to meet with this deadline will result in the release of tentative date of use to another party. The District reserves the right to cancel this Facility Use Agreement in the event of an emergency. If this occurs, the Lessor will attempt to provide a Substitute facility.
2. Specific arrangements for schedules, times, personnel, equipment and supplies shall be made through the Facilities & Maintenance Office no later than two weeks prior to the scheduled event. The Lessor assumes no obligation to meet any changes in requests and/or arrangement that have not been stated in the completed building use agreements.
3. With each request, charges will be determined on the basis of established rates, projected personnel, equipment, and supply costs. Actual personnel, equipment and supply costs will be charged and billed to the User after the scheduled event. Payment is made payable to Coos Bay School District.
4. All extra services to be performed in or about the facility during the period of rental, including the opening of the doors and closing of the facility, shall be performed by a district employee or a person designated by the principal of the facility being used. All services by district employees shall be paid for by the contracting user at the usual district rate and shall be paid, together with the established rental fee, upon billing after the event minus any deposit. Additional charges shall be made if the opening and closing and related services are performed outside of regular work hours of district employees.
5. The User must provide sufficient supervision for crowd control, ticket sales, ushers, security of personal property and enforcement of the facility Rules and Regulations, and applicable state laws and local ordinances.
6. At all times, orderly conduct shall be required of the User and the participants in the scheduled event, including the performers and the audience. If it is believed that a request for facility use will result in disorderly conduct or whose activities may be detrimental to the school or community, the request for facility use will be refused. The User and the participants shall confine themselves and their activities to be areas specified in the contract. The areas used shall be left in a clean and orderly condition. The User shall be responsible for the repair and/or replacement of school equipment or property damaged beyond reasonable or normal expectation.
7. The following activities are not permitted on school property: use of tobacco in any form, bringing alcoholic beverages, drugs exclusive of legally obtained prescription drugs and over-the-counter medications, possession of fire arms, incendiary devices, knives or other weapons, overnight camping and gambling.
8. As a condition for use of the facility, the User shall procure Comprehensive General Liability (CGL) Insurance naming Coos Bay School District as a Name Insured or Additional Insured having the same coverage and coverage limits as the "Named Insured". The CGL policy shall have bodily and personal injury coverage limits of no less the \$1 million and property damage coverage limits of no less than \$1,000,000. The CGL policy must include effective dates covering the time period User has contracted to use the facility. At least 48 hours before User commences use of the facility, it

shall provide written proof of its procurement of the CGL policy required by this provision, including an acknowledgement by the insurance carrier providing the CGL policy that if the CGL policy is cancelled for any reason prior to the effective dates identified in the policy, it will immediately notify, in writing, Coos Bay School District of the cancellation.

9. As a condition for use of the facility, User agrees to indemnify, save and hold harmless Coos Bay School District, its employees, representatives, and agents from any and all claims, liabilities, demands, lawsuits, allegations, judgments, and all forms including attorney fees and recoverable costs, (singularly or collectively 'claims') including claims for bodily, emotional, and personal injury, property damage or loss, brought or made against it, arising out of, relating to, caused by, or resulting from User's use of the facility, including claims relating to, arising out of, or caused by the physical condition of the facility, whether or not the basis of the claim(s) was caused by or contributed to, in whole or in part, the negligence of Coos Bay School District its employees, representatives, and agents. In the event any suit or action is brought by either party as a result of the use of the premises under this agreement, the prevailing party shall be awarded reasonable attorney fees and costs to be determined by the court, both at trial and on any and all appeals.
10. The contracting user shall have the right to use improved parking spaces surrounding the facility which is the subject of this agreement. Such use shall be supervised by the contracting user and the use of said parking areas shall be covered by all the terms, covenants and provisions of this agreement. User acknowledges that the District may have other concurrent events or activities that may be using the parking spaces.
11. The undersigned contracting user covenants and agrees to maintain order on premises and to be financially responsible for and promptly pay for all damages resulting to the premises as a result of the use thereof by contracting user and all of the contracting user's invitees, employees, agents and any and all other person or persons permitted on district premises under the terms of this agreement. Contract user shall conduct no unlawful activities on the premises.
12. The User inspected the physical condition of the facility, is fully aware of the physical condition of facility, accepts the use of the facility in an "as is" condition, and agrees to comply with all terms and conditions of the Facility Use Agreement, including the "Indemnification provision, knowing the physical condition of the facility."

## Facility Usage Agreement

### Payment

Payment, when required for the use of the district facility, shall be made to the Facilities and Maintenance Department within one week prior to the facility being used, unless special arrangements have been made previously. If there are additional expenses, a bill will be sent. Failure to pay will disqualify the group or user from further use of district facilities.

	<b>Level III</b>		
	Hourly	Minimum	Daily
Classroom	\$10	\$20	\$60
Cafeteria	\$15	\$30	\$90
Commons/MP	\$15	\$30	\$90
Kitchen	\$50	\$100	n/a
Library	\$15	\$30	\$90
DO Community Room	\$10	\$20	\$60
CTE Shop	\$60	\$120	
Heritage Hall	\$15	\$30	\$90
Heritage Hall with Kitchen	\$25	\$50	\$150
Heritage Hall with Kitchen and BBQ		Additional \$50	
Auditorium			\$150
Auditorium, Event			\$500
Susick Stadium			\$250
Susick Stadium w/lights			\$300
Grass fields & Sunset Outside Arena			\$100
Gyms, Elementary	\$20	\$40	\$120
Gyms, Secondary	\$40	\$80	\$150
<b>Adult Sports</b>			
Susick Stadium	\$20	Per use	
Susick Stadium w/lights	\$50	Per use	
Grass fields & Sunset Outside Arena	\$0	Organization per season*	
Gyms, Elementary	\$150	Organization per season*	
Gyms, Secondary	\$200	Organization per season*	

\*Adult sports season is defined as 3 months