

# ROCHESTER SCHOOL DISTRICT

## PROCEDURES, RULE, REGULATIONS, TERMS & CONDITIONS

### USE OF FACILITIES

1. Use of school facilities requires an on-line request and approval by the District.
2. Applicants must obtain a username and password from the Facilities Coordinator by using the Rochester School District website at [www.rochester.wednet.edu](http://www.rochester.wednet.edu). Each organization or club must designate one point-of-contact to facilitate use with the Facilities Coordinator.
3. The applicant's request will be routed electronically to each school building for approval.
4. Youth athletic associations are required to make one (1) request for their entire organization's requirements for field/gym use. The organization is responsible for scheduling fields/gym for individual teams in their organization.
5. Youth organizations engaged in sports activities must submit a signed statement of compliance with the policies for the management of concussion and head injury in youth sports as required by RCW 28A.600. Statement of compliance must be submitted to the Facilities Coordinator.
6. Certificate of Insurance and signed Compliance Statement must be received prior to final approval.
7. Complete the on-line Use of School Facility request form. Provide all requested information to avoid unnecessary delays in processing your request.
8. The electronic request should be received at least seven (7) days prior to the facility use. The burden of providing proper lead time and following procedures rests with the applicant. Last-minute or incomplete applications may be rejected.
9. If approved by the principal or designee, the application is forwarded to the Facilities Coordinator. The Facilities Coordinator will make the final decision and assign fees and additional requirements as appropriate.
10. Approved application/request will be filed at the District office and returned to the applicant with an invoice if appropriate. A copy of the email approval notification becomes the applicant's permit for use. If the request is not consistent with Board policy, or the space is not available, the contact will be notified and the application will be denied.
11. Rates are based on weekday and evening usage (when appropriate district staff are in the buildings). Additional costs for personnel will be charged when facilities are requested on weekends, holidays, breaks, and summer schedules or when additional support is required.
12. Fees quoted are estimated based upon information from the application. Payment is due within thirty (30) days from the date of invoice, late fees may apply. Any invoice that is 90 days overdue is subject to collection action. Applicant will be responsible for all collection, attorney, insurance or any other fees associated with the collection or payment in regard to use. Failure to pay fees may result in denial of further privilege of use of school facilities.
13. RSD reserves the right to refuse any application/request or cancel a previously authorized use permit and refund the unearned portion of any payment made when it deems such action is in the best interest of the District or when it believes a commercial facility would be more appropriate.
14. Requests for use received during open enrollment are held until the close of the open enrollment window, at which time all requests are reviewed at once to ensure fair distribution of facilities.
  - a. Fall Season (August 15 – October 31) – open enrollment June 1 – 15
  - b. Winter Season (November 1 – February 28) – open enrollment September 1 – 15
  - c. Spring Season (March 1 – June 30) – open enrollment January 1 – 15
  - d. Summer Season (July 1 – August 14) – open enrollment May 1 - 15

**Approval/Scheduling:** Time limits will be established on the use of facilities to ensure fair and equitable availability; to maximize availability, practice lengths will be limited to no more than two (2) hours for field use and one-and-half (1.5) hours for gymnasium and\_batting cage use twice a week. Groups may request additional facility use no sooner than two weeks prior to the date requested. All acceptable applications/requests received during open enrollment will be approved based on categorical classification, RSD student count and use of specified area. Gymnasium use/practice requests Monday through Friday will be limited to half-court use. Applications/requests will generally be approved for no longer than a single season. However, the Facilities Coordinator may approve applications for up to one (1) school year.

**Rosters:** All youth sports organizations must provide a roster for each team requesting facility use that includes the name, age and address for each participant two weeks prior to the scheduled facility request. The roster must also include contact information for the head coach. Updated rosters must be finalized two weeks after the start of a scheduled facility request.

**Multiple Uses:** A single application may be made for a series of meetings of like character to be held at the same school facility. However, separate applications must be submitted for each school facility requested for use.

**Cancellation:** The applicant shall give at least two days notice to the Facilities Coordinator of any cancellation of previously scheduled facility use. In the case where proper notice is not given, RSD may charge for any expenses incurred and cost recovery or rental fees will be assessed.

**Permits (if necessary):** Applicants are responsible for obtaining any required permits and for satisfying all county, state and federal codes and regulations associated with the proposed activities.

**Appeals:** The Facilities Coordinator possesses the authority to make the final decision on the use of school facilities and the appropriate charges. However, the applicant may appeal such decision to the Superintendent.

**Preempt/Cancellation:** RSD or school activities shall have priority over other requests for use of facilities, regardless of prior approval or the date of application. RSD will try to notify the organization representative within 48 hours of a cancellation; however, due to emergency situations that may not always be possible. Use of school facilities are cancelled when school is closed by an emergency, such as school closures for snow.

### RULES & REGULATIONS

1. Authorization for the use of school facilities shall not be considered an endorsement or approval of the using group, nor the purposes they represent.
2. Sponsoring organizations or individuals requesting use of facilities and/or equipment of RSD shall not discriminate on the basis of race, color, religion, sex, national origin, marital status, physical or mental disabilities, or age.
3. Use of facilities is restricted to the approved area(s) and specified time period. Organizations are responsible for ensuring that unauthorized portions of the building are not entered. Users failing to comply may have their permit terminated.
4. The purpose of the use must be as stated on the application; deviation shall be considered a breach of contract and may result in the permit being terminated.
5. RSD requires all facility users to purchase an electronic access key for \$5/key, including an electronic key for each coach/team accessing facilities as part of an organization. If a hard key is needed a deposit of \$50/key issued is required. Deposits for keys are done at the district office and will be refunded as soon as feasible after keys have been returned to building coordinator. Non-electronic keys must be returned within two weeks of the completion of your event or season, failure to do so will result in your organization not being permitted to request facility use in the future.
6. Sponsoring organizations shall have sufficient, competent ADULT supervision for all activities, and in all areas including restroom and hallways. The amount of adequate supervision shall be agreed upon at the time a use permit is granted.
7. Organizations must comply with any additional rules and regulations that are posted onsite or provided by facility.
8. Applicants are responsible for setup and breakdown of all equipment, tables, chairs, etc, unless prior arrangements have been made.
9. The use of decorations shall be at the discretion of the building principal or designee.

10. Only Safe-Release Painters Tape Advanced for delicate surfaces shall be permitted to fasten items to walls for floors.
11. The use of markers, paint or similar coatings on walls or floors is not permitted.
12. Equipment may not be transferred from one school to another for non-school use.
13. Organizations may not modify fields without written RSD approval. Organizations are responsible for providing their own chalking and lining.
14. Organizations using facilities/fields agree to restore equipment, furniture, fields, etc to its original arrangement and to leave the facility/field clean and ready for school. This includes removal of garbage, etc from school and fields – “pack it in/pack it out”. If necessary, the Director of Maintenance will decide when and how much cleaning is needed and will invoice the applicant to recover cleaning costs. If custodial service has been arranged, they will perform the final cleaning and site inspection.
15. All meetings shall terminate and rooms be vacated by 9 p.m. unless approved by building principal or designee.
16. Sporting equipment is NOT provided; applicants MUST provide their own equipment, etc
17. Facilities/Fields will not be made available for any use which might result in undue damage or wear.
18. Gymnasiums will not be used for t-ball, baseball, fast pitch or other outdoor sports activities. For exceptions to this rule see RSD Board Procedure 4260PR. Board policies and procedures can be found at [www.rochester.wednet.edu](http://www.rochester.wednet.edu)
19. Vehicles must be parked in designated parking areas only. Vehicles may not be driven or parked on fields, grassy areas, walkways, or in designated fire lanes.
20. Animals are not allowed in school buildings or on school property, including outdoor areas. This rule does not include service animals.
21. The use of tobacco products, alcoholic beverages and other narcotics is prohibited by law in school buildings and on school grounds.
22. Weapons are not allowed on school property except by active duty law enforcement officers.
23. Boisterous conduct, betting, or other forms of gambling are prohibited in school buildings and on school grounds.
24. Use of certain equipment or services may require training and/or additional charges.
25. Kitchen facilities may only be used when the use does not interfere with school programs or activities and the approval of the Supervisor of Food Services has been obtained. To ensure safety by the users, an in-service on equipment by food services personnel and a waiver of liability may be required. The requestor must also meet the requirements established by the Thurston County Health Department.
26. The use of fog machines is not permitted.

**RSD shall have the right to monitor all user events and may require termination of any event that does not comply with RSD policy, regulations, or is contrary to the law. RSD may also cancel any permit if, in the judgment of the Facilities Coordinator, equipment and/or facilities are being misused.**

**TERMS & CONDITIONS**

1. The applicant and all participants agree to abide by the Rochester School District (RSD) procedures, rules, regulations, terms, and conditions for use of school facilities.
2. The applicant agrees to obtain, prior to its use of the facilities, comprehensive general liability insurance with minimum benefits of \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. RSD is to be named an additional insured. Waiver forms will not be accepted as a substitute for proof of insurance. A certificate of insurance must be received by the Facilities Coordinator prior to final approval and use of any district facility. Coverage cannot be cancelled or reduced without thirty (30) days advance written notice to RSD.
3. Applicant accepts conditions and status of the requested facility and understands that this permit may be revoked or cancelled any time with or without cause and the applicant shall have no claim or right to damages or reimbursement for any loss, damage, or expense resulting from such revocation or cancellation.
4. The applicant agrees to exercise the utmost care in the use of the school facilities and agrees to protect, indemnify, and hold harmless the RSD from all claims, liabilities, damages, or rights of action resulting from the use of said facilities, except for the sole negligence of the RSD.
5. All applicants will be held responsible for any expenses incurred by the RSD arising from the use of the facility. In the event that property loss or damage is incurred during use or occupancy, the amount of damage shall be decided by the superintendent and/or designee and approved by the board and a bill for damages shall be presented to the group using or occupying the facilities during the time the loss or damage was sustained. Each applicant agrees to accept the RSD estimate or replacement/repair and pay the RSD’s invoice for the amount due within 30 days to include food or beverage damage. Depending on the nature of the requested event, an advance damage deposit, calculated on a case-by-case basis, may be required. Failure to comply with this regulation and to pay any damage charges assessed will result in denial of further privilege of use of school facilities and may result in legal action.

**Category Types:**

<b>CATEGORY 1</b>	<b>CATEGORY 2</b>	<b>CATEGORY 3</b>	<b>CATEGORY 4</b>
<p>This category includes school related activities, such as ASB, booster clubs, district and allied organizations, District Board of Directors, staff and in-service training meetings, bargaining group meetings, site councils, district sponsored co-curricular activities, and school groups using the facility for fund raising (including ASB, PTA/PTO and booster club fund-raisers). Public elections are also included in this category. <i>RSD will impose no rental use charge and will impose no custodial charge when a custodian is present as part of his/her normal work schedule and no additional time is required.</i></p>	<p>Includes groups or organizations that serve the local community directly or those who have a majority of their members/participants residing in the Rochester School District (65% of participants must live within the district boundaries). This category includes non-profit youth sports**, groups (including faith-based organizations), and childcare with majority of Rochester students, YMCA, and Thurston County Parks &amp; Recreation programs. Also included in this category are governmental agencies (city, fire districts, etc.) and Rochester neighborhood associations. <i>RSD may impose a cost recovery fee but will impose no rental use charge for the use of school facilities by these organizations. RSD may waive custodial charges when a custodian is present as part of his/her normal work schedule.</i></p>	<p>Includes groups or organizations that DO NOT serve the local community directly or DO NOT have a majority of their members/participants residing in the RSD (groups with less than 65% of participants living within RSD boundaries). This category includes youth sports/leagues/groups** and private educational groups and universities whose enrollment is open to RSD staff for continuing education. <i>RSD will impose a modified commercial rental fee, appropriate custodial fees and recovery fees for this type of use.</i></p>	<p>Includes profit-making organizations or activities and business related enterprises. <i>RSD will impose a rate high enough so that tax-supported school facilities shall not be in unfair competition with privately owned companies in the business of renting such space. NOTE: Commercial applicants must be able to demonstrate that comparable privately owned facilities are not available on the date(s) requested.</i></p>

**\*\*For profit activities sponsored by these organizations will fall under Category 4. Applicants may be required to provide a participant roster for category assignment.**

FACILITY USE – Hourly Fees	Category 2	Category 3	Category 4
<b>RPS/GMES ELEMENTARY SCHOOLS</b>			
Classrooms	N/A	\$10.00	\$25.00
Computer Labs	\$30.00	\$50.00	N/A
Large Room/Gym	N/A	\$20.00	\$50.00
Kitchen	N/A	\$10.00	\$40.00
Fields	N/A	\$10.00	\$20.00
<b>MIDDLE SCHOOLS</b>			
Classroom	N/A	\$10.00	\$25.00
Computer Labs	\$30.00	\$50.00	N/A
Large Room/Commons	N/A	\$20.00	\$50.00
Kitchen	N/A	\$10.00	\$40.00
Gym	N/A	\$20.00	\$50.00
Fields	N/A	\$10.00	\$20.00
<b>HIGH SCHOOLS</b>			
Classroom	N/A	\$10.00	\$25.00
Computer Labs	\$30.00	\$50.00	N/A
Large Room/Commons	N/A	\$20.00	\$50.00
Kitchen	N/A	\$25.00	\$70.00
Gym	N/A	\$30.00	\$75.00
Fields	N/A	\$15.00	\$50.00
Batting Cages	N/A	\$30.00	\$75.00
<b>STADIUM</b>			
Track	\$10.00	\$20.00	\$100.00
Field Lights	\$25.00	\$25.00	\$35.00
Grand Stand	\$15.00	\$25.00	\$35.00
Ticket Booth	\$5.00	\$5.00	\$10.00
Restrooms	\$5.00	\$10.00	\$25.00
Concessions	\$5.00	\$10.00	\$25.00
Press Box	\$5.00	\$10.00	\$25.00
<p><i>Please pay from invoice that is sent from Rochester School District.</i></p> <p><b>Custodial Fee is \$35/hour – 4 Hour Minimum</b>  <i>Use of the facilities to hold a WIAA or similar sporting event.</i></p> <p><b>RSD Sporting Event Coordinator (if required by the district) - \$25/hour – 4 Hour Minimum</b>  <i>Use of Associated Student Body Equipment</i></p> <p><b>Equipment (i.e., concession stands, wrestling mats, etc.) - \$25.00 Per Event</b></p> <p><i>Keys</i></p> <p><b>Electronic Access Key is \$5 – Non-transferable and Non-refundable</b></p> <p><b>Hard Key is \$50/key Deposit</b></p>			