

# Hood River County School District

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## **Community Use of District Facilities** "Rental and Use of School Facilities and Equipment Booklet" *Procedures and Fee Schedule*

### **1. Facility Use for School District Purposes (Category A)**

Facility and equipment use that is directly affiliated with, and sponsored by, the Hood River County School District (HRCSD) and that is of educational benefit to HRCSD students will be made available at no charge (see Item 4, Category A) or per a lease and/or Intergovernmental Agreement approved by the Superintendent or CFO. The facility use coordinator with input from the relevant school administrator will determine the validity of each Category A request and determine if the area and/or equipment meets the requirements for a Category A request.

HRCSD directly organized after school youth sports and activities along with Booster clubs, and PTA will be allowed to use facilities under category A.

All Community Education and Recreation registered through Hood River Valley Parks and Recreation District (HRVPR) will follow the terms and conditions outlined in the Intergovernmental Agreement Between the Hood River Valley Parks and Recreation District and the Hood River County School District for the Operation of Community Enrichment and Recreation programs.

Where large groups of students will be in attendance, a ratio of one adult supervisor to each 25 students is necessary.

All services to support functions in this category will be at no additional cost and will be completed by district staff working within budget limits set for the year.

### **2. Facility Use for Public Schools, Public Educational Service Groups, Community Groups and Non-Profit Organizations (Category B)**

Facility use for other public schools, public educational service groups, Community Groups and Non-Profit Organizations will be allowed at the rates detailed in Item 4, Category B. The administrator in charge of facility use, with input from the school administrator, will determine the

validity of the request and determine the area and/or equipment that is conducive to the type of facility-use requested.

Examples of Category B Groups/Activities:

- a. Community groups.
- b. Non-profit groups that are sponsoring activities for district students such as Girl/Boy Scouts, Campfire, Junior Achievement, Special Olympics, Youth Choir, etc.
- c. Non-profit groups that are not sponsoring activities for district students or do not directly fund student and/or HRCSD activities such as government agencies, including city, county or state governments, ODE, federal agencies, planning commissions, political meetings/groups, etc.
- d. Little League, Babe Ruth, American Legion will be included in this category for field use.
- e. Adult recreation groups or child recreation groups, club and association meetings, such as neighborhood or homeowner's associations, skate groups, etc.
- f. Charitable organizations must be able to demonstrate their 501(c)(3) status upon request.
- g. Youth sports and activities not organized by HRCSD and not operated by an individual or business operating for profit.

Where large groups of students will be in attendance, a ratio of one adult supervisor to each 25 students is necessary.

All support services to support functions in this category will be at the rates detailed in Item 6. In no case will the amount for support services be less than the costs to HRCSD.

### **3. Facility Use for Individuals and Businesses (Category C)**

Facility use for individuals and businesses will be allowed at the rates detailed in Item 4, Category C. The administrator in charge of facility use, with input from the school administrator, will determine the validity of the request and determine the area and/or equipment that is conducive to these types of facility-use requests.

These may be private or public events where people are expected to attend, when participants may be charged entry or other fees, and the proceeds are not used to benefit school district activities. (Examples such as dance recitals, wedding receptions, business conferences, private exercise/wellness groups, individual rentals, etc. fit into this category – this list is not comprehensive.)

Where large groups of students will be in attendance, a ratio of one adult supervisor to each 25 students is necessary.

All support services to support functions in this category will be at the rates detailed in Item 6. In no case will the amount be less than the costs to HRCSD.

Use of district facilities in this category are not intended to compete with private business.

#### 4. Fee Schedule for Facility Use

The Facilities Use Fee will follow the schedule below as annually reviewed and approved by the Hood River County School District Board of Directors.

All rates will be hourly unless otherwise indicated. A maximum per day rate will not exceed the hourly category rate multiplied by 8 hours.

Non-County Resident Fee: A non-county resident fee of 1% of the total cost of facility use will be charged to any non-county resident individual, business, group, or organization in addition to the applicable fees from items below.

\*Kitchens and Kitchen Equipment (Does not include dining areas. School District cook shall be utilized.)

\*\* If field equipment is to be used, a district staff member must be present and a monitoring fee charged.

<b>Facility Use Fees</b> <b>(Hourly Rates Unless Otherwise Indicated.)</b>	<b>Category</b>	<b>Category</b>	<b>Category</b>
<b>Facility Used</b>	<b>A</b>	<b>B</b>	<b>C</b>
Classroom – General	No charge	\$5	\$20
Classroom – Music	No charge	\$5	\$20
Auditorium – Elementary (stage)	No charge	\$10	\$40
Auditorium – Performance – (HRMS/WYMS)	No charge	\$100 per use	\$300 per use
Auditorium – Rehearsal – (HRMS/WYMS)	No charge	\$25 per use	\$100 per use
Auditorium – Lecture – (HRMS/WYMS)	No Charge	\$50 per use	\$200 per use
Auditorium – Performance - HRVHS	No charge	\$150 per use	\$600 per use
Auditorium – Rehearsal - HRVHS	No charge	\$50 per use	\$200 per use

Auditorium – Lecture - HRVHS	No Charge	\$100 per use	\$400 per use
Conference Rooms	No charge	\$10	\$40
Cafeteria - Elementary	No charge	\$10	\$40
Cafeteria – Secondary	No charge	\$10	\$40
Commons – Elementary	No charge	\$10	\$40
Commons – Secondary	No charge	\$10	\$40
Library/Media Center	No charge	\$10	\$40
Gym - Elementary	No charge	\$10	\$40
Gym – Middle School	No charge	\$10	\$40
Gym – High School	No charge	\$20	\$80
Showers/Locker Rooms	No charge	\$25 per use	\$25 per use
Kitchen – Commercial (HRMS)	No charge	\$25	\$100
Kitchen – Elementary*	N/A	\$25+staff	\$45+staff
Kitchen – Secondary*	N/A	\$35+staff	\$55+staff
Heating Water (dishwasher/water heater)	No charge	\$75 per use	\$150 per use
Fields – General Purpose**	No charge	\$10	\$40
Shop	No charge	\$10	\$40
Shop Equipment	No charge	\$10	\$40
Football Field – Middle Schools**	No charge	\$10	\$40
Track – Middle Schools**	No charge	\$10	\$40
Fields – Varsity Baseball – HRVHS**	No charge	\$15	\$60

Fields – Junior Varsity Baseball – HRVHS**	No charge	\$15	\$60
Fields – Turf – HRVHS**	No charge	\$25	\$100
Track – HRVHS**	No charge	\$20	\$80
Batting Facility – HRVHS/WSES**	No charge	\$5	\$20
Fields – Lights/Concession	\$25 per use	\$25 per use	\$25 per use
Fields – Softball – Westside**	No charge	\$15	\$60
Covered Play Area	No charge	\$5	\$20
Parking Areas	No charge	\$5	\$20
Van Rental – No Driver	\$10	N/A	N/A
Van Rental – With Driver	\$25	N/A	N/A
Bus Rental – With Driver	\$35	N/A	N/A
Transportation Driver Stand-By	\$20	N/A	N/A

## 5. Long-Term Agreements

HRCSD reserves the right to establish Intergovernmental and/or lease agreements that may supersede some of the terms and conditions within this procedure.

## 6. Fee Schedule for Support Services

In addition to the “Fee Schedule for Facility Use,” the following Support Services will be required of all users. In no case will the amount for support services be less than the costs to HRCSD.

- A. Technology, Custodial, Food Services, and Other Support Staff – When school district employees are required to be on duty for purposes of cleaning, supervising, cooking, or technology support, the user group will be charged \$25 per hour. Custodial charges will be applied as needed to get the school ready after usage from groups over 50 people using any space. All fees collected will be applied to the school or department where the expense occurred.

- B. Minimum Charge – Minimum charge of one-half (1/2) hour will be used.
- C. Processing Fee – A non-refundable processing fee of \$10 will be charged for each facility/equipment use request.
- D. Key Fee –Where a key is loaned, a \$50 key retainer will be collected and returned upon satisfactory return of the key. Do Not Duplicate Keys, if additional keys are needed, they can be requested.
- E. Access Fee –Where access is required inside buildings beyond the normal staffing hours, a \$25 access fee will be charged to cover the expense of having support to open and close the facilities.
- F. All organizations permitted to use HRCSD properties are expected to leave facilities/fields in good order. Charges will be invoiced in addition to those listed if the custodian has extra cleaning to do.
- G. Use of facilities and fee charges not covered in the preceding schedule will be determined by the Chief Financial Officer and Facility-Use Administrator.

## **7. Facility-Use Scheduling**

All community use of the district facilities will be scheduled through the Facility-Use Coordinator.

All school and district functions will be given priority over all other facility-use requests. In the event of a conflict, all efforts will be exercised to identify an alternative that is mutually beneficial, with the understanding that priority will always be given to the school or district function.

In such cases where a school district activity conflict arises, and has to take priority over a previously scheduled function in categories B or C, the group will receive a refund of any payments for the function if a mutually agreeable alternative cannot be identified.

All facility-use scheduling requests must occur no earlier than 9 months prior to the function and no later than 72 hours prior to the function.

## **8. Facility-Use Limits and Restrictions**

### **A. Alcoholic Beverages on School District Property**

1. The school district shall not allow the use of school property by individuals, non-profit organizations, or taxable profit organizations that dispense, sell, give, use or allow the use of alcoholic beverages while using, renting, or being on school district property.
2. Violations of this procedure by individuals or groups will automatically cancel any permission to be on school district property
3. The school district reserves the right to refuse permission to any individual, non-profit organization, or taxable profit organization to use district property, for any reason that the district school board deems sufficient.

## B. Specialized Facilities and Equipment

Science classrooms and vocational ed. shops shall not be used except for educational purposes. Groups using specialized facilities and equipment, like cafeterias, kitchens, and auditoriums will pay any additional costs determined by the Chief Financial Officer and/or Facility-Use Administrator. These include utilities, custodial, food service, and technology costs above in Item 5, Fee Schedule for Support Services. Any groups that propose activities that might cause damage or present a hazard to school property or personnel will not be allowed use of facilities or equipment.

## C. Fields

Football, softball, baseball and soccer fields are available for use by in-district and out-of-district teams. Hood River County teams, such as Little League, Babe Ruth, American Legion, that need the fields will be charged for field use just like a visiting school under Item 4, Category B. However, these teams must be responsible for field set-up, maintenance, and cleanup. If any district maintenance personnel are needed to assist local teams in preparing the field or in cleanup, that team will be charged as outlined in Item 5.

Any out-of-district team utilizing the baseball fields will be charged a set rate plus field maintenance time. HRVHS track, football and baseball fields and related facility usage will be scheduled through the HRVHS Athletic Department or District Facility-Use Coordinator and will be entered into the District's Facility Management System. High school activity uses on Westside Elementary School fields are scheduled through the HRVHS Athletic Department or District Facility-Use Coordinator.

HRVHS turf field and track will only allow scheduled recreational and organized sports and practices that do not use heavy, wheeled, or sharp edged equipment. Any damage to the turf field or track will be charged for the labor and materials to professionally make the repair.

All field use schedules must be entered into the District's Facility Management System.

D. Music Rooms – Will not be rented without permission from the School Administrator.

E. Kitchens – Will not be rented without permission from the Food Service Director.

## 9. Procedures For Use of Equipment

A. Equipment use to Non-Profit Hood River County Organizations Designed for the Primary Purpose of Providing Public Service to the Community, or School District, and also Religious Organizations Who Have the Specific Intent of Providing this Type of Service.

1. Non-profit groups may not borrow equipment, unless it benefits the school district staff or students. Loans of this nature must have school district administrative approval.

B. Equipment use to organizations, or individuals whose primary concern is to earn a taxable profit, organizations for private use or private financial gain, and religious organizations for solely religious purposes.

1. Equipment loans to persons whose primary concern is to make a taxable profit will not use school district equipment.

C. Individual Requests

1. No school equipment, supplies, and/or physical facilities may be used for private, personal, or financial gain by any individual.

D. Liability for Loss or Injury

1. The borrower(s) will assume liability for loss and/or damage, other than normal wear, of equipment. Further, the district will not be responsible for injury to others as a direct result of transporting, using or operating the equipment.

E. Type of Equipment Loaned

1. No equipment will be loaned in competition with local businesses.

2. No maintenance or custodial equipment will be loaned or rented to any individual or group except municipal or governmental agencies in emergency situations.

3. Special, high damage risk and highly dangerous equipment will not be loaned or used.

4. Vocational education equipment will not be taken from its regular building area.

5. Recreational groups are allowed to use district-owned nets and standards, but will provide their own basketballs, shuttlecocks, etc. No towels, trainer supplies, trainer equipment, or gym clothes will be furnished. With the permission of the School Principal or Facility-Use Administrator, score clocks may be used for league games at a fee designated in the fee schedule.

6. Any groups or individuals using district equipment shall be responsible for repairing or correcting any damages or equipment failures while under their responsibility.

F. Overuse of Equipment

1. When, in the opinion of the school administration, a borrower begins to take advantage of equipment at the expense of the school district, then all rights to loaning will be revoked.



#### G. Equipment Supplies

1. All supplies used in conjunction with equipment must be furnished by the borrower.

#### H. Emergencies

1. During emergencies, the district reserves the right to have equipment returned for use at superintendent's discretion.

#### I. Return of Equipment

1. The person authorizing the loan is responsible for the return of loaned equipment or property.

#### J. Equipment Loan Procedures

1. The borrower will complete and submit a Equipment Loan Request Form from the facility use administrator, facility-use coordinator, or through the front office of the facility where desired equipment use is to be requested by the responsible individual, group, or organization.
2. After filling out the Equipment Loan Request Form and obtaining approval, the authorized lender will record the transaction and turn over the equipment.
3. The person authorizing the loan is responsible for the return of the property within the agreed timeline.
4. The equipment returned will be inspected to determine misuse or damage before being placed in its original location.
5. Equipment loan time shall not exceed a two-week period during any fiscal year without the expressed consent of the administration.

### **10. Transportation Services**

- A. Category A HRCSD directly organized after school youth sports and activities and other school district programs will be allowed to rent transportation services.
- B. Category B Non-Profit Hood River County organizations and religious organizations designed for the primary purpose of providing public service to the community will not be allowed to rent transportation services.
- C. Category C organizations, or individuals whose primary concern is to earn a taxable profit, organizations for private use or private financial gain will not be allowed to rent transportation services.

D. Approval by Operations Director and scheduling with the Operation Director or their designee is required.

1. Transportation rates as identified in this policy, Item 4. Fee Schedule for Facilities Use will apply.
2. Where large groups of students will be in attendance, a ratio of one adult supervisor to each 25 students is necessary.

E. Liability for Loss or Injury

1. The renter(s) will assume liability for loss and/or damage. Further, the district will not be responsible for injury as a result of transporting.

## **11. Insurance Coverage and Responsibility for General Liability**

- A. The requesting individual for the group or organization shall provide proof of liability insurance coverage in the amount of at least \$1,000,000 and to indemnify the school district and hold it harmless from any liability arising from our use of the school district property.
- B. The requesting individual for the group or organization shall be responsible for any and all damages to the school district property arising from the permitted use of facilities and fields.

## **12. Communicable Diseases Facilities Use Liability Waiver**

- A. Communicable Diseases Including COVID-19: The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While rules, guidance, and persona discipline may reduce this risk, the risk of serious illness and death does exist. **Hood River County School District (“District”) cannot completely mitigate the transfer of communicable diseases like COVID-19. All individuals in using the district’s facilities understands there is some risk associated with using District facilities and assumes said risk. Use of District facilities includes possible exposure to and illness, injury, or death form infectious diseases including COVID-19.** User understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (“CDC”) guidelines; and federal, state, and local orders regarding COVID-19. User acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments.
- B. **Indemnification:** In consideration for use of the Hood River County School District’s (District) property, **User agrees to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause**, including claims for any negligent actions of the District or its employees or agents and any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of User’s failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or

indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19, to the fullest extent allowed by law, for User, its members, employees, agents, contractors, suppliers, or guests. User also agrees to release, exonerate, discharge and **Hold Harmless** the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to User, or its property, or losses of any kind which may result from or in connection with the use of the District's facility, up to and including injuries stemming from the negligent actions of the District or its employees or agents. **User certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.**

- C. **Insurance:** User understands that the District does not carry insurance for communicable diseases including COVID-19 and User is financially responsible for any injuries arising from User's activities and use of District facilities that are sustained by any communicable disease, including but not limited to, COVID-19. The User agrees to carry, maintain, and provide proof of general liability insurance coverage that covers communicable diseases including coverage for injuries arising from infection of COVID-19 with limits of not less than \$1 million per occurrence and to name the District as a named insured under the general liability insurance policy.
- D. **Termination.** Hood River County School District may terminate any facilities use agreement immediately and without notice if it is found that User has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments. Either District or User may cancel facilities use agreement in the event of a COVID-19 related reason. In the event User terminates the facilities use agreement, User remains responsible for the full amount of the facility fee and this money will not be refunded to User.