

ECAA. USE OF SCHOOL FACILITIES

Uses of Bethel School District facilities are classified as follows:

CLASS I: SCHOOL/DISTRICT ACTIVITIES

- A. School sponsored activities for students.
- B. School sponsored activities for parents.
- C. School sponsored organizations and groups.
- D. District approved non-profit community organization sponsored programs serving children/families (except those events with a primary purpose of fund raising – see Class II).

CLASS II: RECREATIONAL AND EDUCATIONAL PROGRAMS

- A. Adult education classes sponsored by District.
- B. City parks, recreation, and other programs as agreed to in separate agreements.
- C. Meetings sponsored by the city, county, state, federal or other public agencies/officials.
- D. District approved non-profit community organization sponsored programs and events serving children/families with a primary purpose of fundraising.

CLASS III: CIVIC CLUBS AND ORGANIZATIONS MADE UP OF PATRONS RESIDING WITHIN THE BETHEL SCHOOL DISTRICT

- A. Community organizations of a civic or service nature.
- B. Church sponsored activities.
- C. Groups or teams from within the District.
- D. Adult groups from within the District.
- E. Groups that benefit the District.

CLASS IV: PRIVATE INTEREST GROUPS

- A. Out of District Groups.
- B. Profit making organizations.
- C. Any group (not covered under Class I, II, or III) which charges admission or accepts donations which exceed the cost of their program or meeting; or whose proceeds, exceeding costs, are not donated to a charity or nonprofit group other than the hosting group (i.e., groups using facilities may make a profit, if that profit is then donated to some other charitable organization or nonprofit group).

GENERAL RULES

1. Equal opportunity is given for use of facilities with first priority given to Class I, followed by II, III and IV if there is a conflict.
2. KIDSPORTS is the designated organization to manage the equitable scheduling of District Elementary, Middle and K-8 gyms and fields for all local youth sports providers. (Meadow View artificial turf field is scheduled by City Recreation.) Willamette High School schedules its facilities independently.
3. Groups will not be admitted until their scheduled time and until a supervisor is present.
4. Security system numbers are not to be given by anyone to persons not on the staff or to family members for their private use of facilities, nor are keys to be given out without the Superintendent's or designee's approval.
5. Alcoholic beverages, tobacco, and illegal drugs in any form are prohibited, and such use would mean future loss of the opportunity to use the facilities.

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6. The District reserves the right to require police supervision or private security of facilities if it so deems; expenses to be paid by renter.
7. All users of District facilities must comply with all federal and state regulations related to equal opportunity and non-discrimination. Questions or concerns can be directed to the Bethel Assistant Superintendent by calling the District Office at 541-689-3280. No individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of the District, or be subjected to discrimination because a facility is inaccessible or unusable.
8. All users of District facilities must comply with all restrictions placed on the facility by the fire marshal.
9. All payments for use of facilities shall be made to Bethel School District prior to date of use. All fees assessed are due upon approval of application.
10. A Facility Use Application must be completed for each time or series of times that a facility is requested and approval must be given prior to use. A copy of the form must be sent to the District Office, with payment of fee attached. A Facilities Use of Terms Agreement must be completed prior to use and must be updated annually.
11. Proof of insurance may be required from community organizations or church sponsored activities.
12. Additional charges (*), will be assessed by the District as appropriate.

CHARGE CHART

**BETHEL SCHOOL DISTRICT
USE OF SCHOOL FACILITIES**

	CLASS I	CLASS II	CLASS III	CLASS IV
CLASSROOMS	N/C	\$18/hr	\$20/hr plus 1, 2, 4 & 5	\$40/hr plus 1, 2, 4 & 5
SPECIALIZED CLASSROOMS (Computer lab, science lab, band, library, etc.)	N/C	\$22/hr	\$28/hr plus 1, 2, 4, & 5	\$55/hr plus 1, 2, 4 & 5
CAFETERIAS	N/C	\$20/hr	\$28/hr plus 1, 2, 3, 4 & 5	\$70/hr plus 1, 2, 3, 4 & 5
KITCHENS	N/C plus 3	\$35/hr plus 3	\$50/hr plus 1, 2, 3, 4 & 5	\$80/hr plus 1, 2, 3, 4 & 5
HIGH SCHOOL AUDITORIUM	N/C	\$80/hr plus 1, 2, 4 & 5	\$110/hr plus 1, 2, 4 & 5	\$140/hr plus 1, 2, 4 & 5
HIGH SCHOOL LECTURE HALL	N/C	\$40/hr plus 1, 2, 4 & 5	\$50/hr plus 1, 2, 4 & 5	\$60/hr plus 1, 2, 4 & 5

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	CLASS I	CLASS II	CLASS III	CLASS IV
FIELDS	N/C	\$18/hr plus 4	\$28 - \$80/hr plus 4	\$28 - \$80/hr plus 4 & 5
ELEMENTARY GYM	N/C	\$20/hr	\$28/hr plus 1, 2 & 4	\$55/hr plus 1, 2, 4 & 5
MID SCHOOL GYM	N/C	\$25/hr	\$30 - \$55/hr plus 1, 2, 4 & 5	\$30 - \$65/hr plus 1, 2, 4 & 5
K-8 SCHOOL GYM	N/C	\$25/hr	\$30 - \$55/hr plus 1, 2, 4 & 5	\$30 - \$65/hr plus 1, 2, 4 & 5
HIGH SCHOOL GYM	N/C	\$32/hr	\$32 - \$70/hr plus 1, 2, 4 & 5	\$32 - \$80/hr plus 1, 2, 4 & 5
PARKING LOTS	N/C	\$40/hr plus 2 & 5	\$75/hr plus 2 & 5	\$100/hr plus 2 & 5

***ADDITIONAL CHARGES**

1. \$40/hour for supervisor, if assigned.
2. \$46/hour for custodial cleanup time beyond regular hours or weekends.
3. \$40/hour for Nutrition Services Supervisor or designee. Use of kitchen appliances may be restricted.
4. \$55/hour for maintenance and/or field or building setup, plus cost of material and closure if required.
5. Total charges will be as above, or 10% of gate receipts, whichever is greater.
6. User will be required to reimburse the District for any damage to District property, assessed at replacement cost to the District.
7. The District may assess additional appropriate energy charges in excess of those already indicated, or to rent the facilities without heat or cooling.
8. Fees may be charged to reimburse the District for equipment maintenance and supplies.
9. The administration will assess any additional charges incurred by the District when District personnel or those acting on behalf of the District must respond to the facility as a result of School Facility Use. Charges assessed will be actual charges and may include processing fees. Examples include, but are not limited to, failure to properly alarm and/or secure the facility.

FACILITY USE AGREEMENT:

Bethel School District
Facilities Use Agreement



Date: _____

Name of Responsible Party: _____ Group Represented: _____

Facility requested: _____

Contact information: phone/address _____

Description of Activity: _____

The Responsible Party (event sponsor, head of event, supervisor of group, etc.) is responsible for all participants, including guests and others related to the event that may be in the building or athletic fields. Groups using the District facilities, including fields, are responsible for any damage or other expenses. Any cost, due to damage, vandalism, or other unknown costs will be the responsibility of the group. The Responsible Party is required to meet the following expectations as outlined below. **A required facility orientation/training will be provided annually to all user groups.**

Please initial that you have read, understand, and agree to comply with each statement.

Supervision:

- _____ Attend required orientation/training related to facility use. Date: _____
- _____ Attend all sponsored events.
- _____ Supervise all participants including guests and others related to my event, and contain/limit them to the reserved area.
- _____ Do not allow unattended outside doors to be propped open.
- _____ No use or possession of alcoholic beverages or illegal/illicit drugs in or around school property.
- _____ No use of tobacco products, or inhalant delivery systems in or around school buildings or on school property.
- _____ Monitor the policy of no possession of guns or weapons in any school building or on school property.
- _____ Ensure participants have exited the building and school fields at the end of your event.

Accessibility

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- _____ **Willamette High School Only.** The wrestling deck (upper level) of the main gym can only be accessed by stairs. No public events may be held on the wrestling deck (upper level) of the main gym. The wrestling deck of the main gym is only available for student athletic practices, which Bethel School District defines as “the scheduled times that student athletes and coaches practice and does not include visiting players/teams for games or scrimmage.” Any athletic practice involving a student athlete with mobility impairment will be moved to an accessible location.
- _____ Ensure no fire doors or exit paths are blocked and maintain a safe environment for occupants.
- _____ If there are questions or concerns about accessibility at the event, you as the Responsible Party are charged with ensuring all accessibility accommodations are met. If you or others have questions or concerns about accessibility of a facility, please contact Assistant Superintendent Remie Calalang at remie.calalang@bethel.k12.or.us or 541-689-3280 ext. 2101. Complaints regarding facility accessibility may also be directed to the Assistant Superintendent.
- _____ Any event open to the public must be accessible or the event cannot be held at the venue. If a public event is inadvertently scheduled in an inaccessible facility, the event must be cancelled and rescheduled in an accessible facility.

Care of Facilities/Equipment

- _____ Report any vandalism or facilities misuse to _____ # _____.
If, upon sight, something looks damaged prior to your group’s use, report it immediately or assume responsibility for the damage.
- _____ Leave all rooms, equipment, and supplies in the same or better condition when finished with use.
This includes:
- Checking areas used and deposit any trash/recycling in collection containers.
 - Keeping any items of value that are left by the group and make arrangements for the items to be picked up.
 - Returning furnishings, equipment, and supplies to their original locations.
 - Checking restrooms used by the group for obvious issues and tidying up prior to leaving.
 - Ensuring non-automatic lights are off.
 - Ensuring all doors are locked and secure and the alarm is set if required.
- _____ Do not share building keys, access cards or security codes.
- _____ Pay applicable fees if the area used is not returned to ready-to-use condition.

The administration will assess any additional charges incurred by the District when District personnel or those acting on behalf of the District must respond to the facility as a result of School Facility Use. Charges assessed will be actual charges and may include processing fees. Examples include, but are not limited to, failure to properly alarm and/or secure the facility.

Cleaning/Disinfecting/Sanitizing

Bethel School District follows the COVID-19 guidelines provided by the Oregon Health Authority and Oregon Department of Education. The District and all organizations using District facilities must have cleaning, disinfecting and sanitizing protocols that meet those guidelines.

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_____ Pay additional fees for Bethel maintenance/custodial staff to maintain cleaning, disinfecting, and sanitizing of spaces utilized.

_____ (If applicable) Submit an Operational Blueprint to ensure your organization complies with Oregon Health Authority, Oregon Department of Education or Early Learning Division guidance.

Health and Safety protocols:

_____ I certify that myself/my group will wear a mask in accordance with Oregon’s mask mandate, which requires people to wear face coverings in all indoor public spaces and in most public outdoor settings where physical distancing is not possible (regardless of vaccination status). (OAR 333-019-1025) [Oregon’s mask mandate](#)

_____ I certify that I will follow [Lane County Public Health/ Oregon Health Authority guidance for COVID-19 protocol](#). I am responsible for my group's COVID-19 compliance measures during the event, and for maintaining vaccination and approved exception documentation.

Student-centered events

_____ I certify that the event I am renting Bethel district space for IS NOT a student event, meaning that groups of students will not be gathering as part of this event.

_____ That this event is not taking place during school hours OR when students and staff are typically present in the building; and that the space is available.

Special Accommodation Statement

_____ I certify that the information about the availability of reasonable accommodations of a person with a disability will be included in all publicity announcements for the event scheduled including contact information to request accommodations.

Sample accessibility statement:

_____ *(organization name) does not discriminate or harass individuals or groups on the basis of perceived or actual race, religion, color, citizenship, national or ethnic origin, mental or physical disability, pregnancy, familial status, economic status, veteran’s status or genetic information, gender or gender expression, parental or marital status, sex, sexual orientation in accordance with Title VI, Title VII, Title IX and other civil rights or discrimination issues; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act; and the Americans with Disabilities Act Amendments Act of 2008.*

_____ Your organization is required to provide reasonable accommodations to enable a person with a disability to take advantage of or participate in this program, if such accommodations are requested. Your organization is also responsible to publicize the availability of reasonable accommodation in all public announcements for your event.

Reporting Requirements for Suspected Sexual Conduct with Students

_____ Any District employee, contractor, agent or volunteer who has reasonable cause to believe that a student has been subjected to sexual conduct by another District employee, contractor, agent or volunteer, or that another District employee,

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contractor, agent or volunteer has engaged in sexual conduct with a student shall ***immediately*** report (District phone number **541-689-3280**) such suspected sexual conduct to either Bethel Assistant Superintendent, Remie Calalang or Bethel Director of Teaching and Learning for Equity, Tina Gutierrez-Schmich.

Required notifications and policies

- _____ I received a copy of the Notice: Use of School Facilities and Accessibility.
- _____ I have read Bethel School District policy **AC** (anti-discrimination policy) and agree to uphold these requirements.
- _____ I have read Bethel School District policy **GBNAA** (Reporting Requirements for Suspected Sexual Conduct with Student) and agree to uphold these requirements.
- _____ I have read the current COVID19 guidelines provided by the Oregon Health Authority and agree to uphold these requirements. <https://govstatus.egov.com/OR-OHA-COVID-19>.

Additional Resources

- _____ Center for Disease Control COVID19 guidelines. <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>.
- _____ District policies can be found at bit.ly/3jdk8P.

I certify that I have read the *Facilities Use Agreement* for Bethel School District and agree to abide by it fully. We hereby accept responsibility for any injury to any individual or for the loss of/or damage to property of any individual incurred in relation to the events listed above. I agree to follow all the guidelines as identified.

Signature of User or User's Authorized Representative: _____

Printed Name of Authorized Representative: _____

Date _____

Addendum

Facility Use Liability Release and Hold Harmless (Communicable Diseases including COVID-10)

Communicable Diseases Including COVID-19

The World Health Organization has declared the novel coronavirus (“COVID-19”). COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. **Bethel School District cannot completely mitigate the transfer of communicable diseases like COVID-19.**

[_____] (name of organization) 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 from infectious diseases including COVID-19.

User understands the hazards of COVID-19 and is familiar with the Centers for Disease Control and 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.

Indemnification

In consideration for use of the Bethel School 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 to 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.

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

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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.

COVID-19 Termination

Bethel School District may terminate this 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 this agreement in the event of a Covid-19 related reason. In the event User terminates this agreement, User remains responsible for the full amount of the facility use fee and this money will not be refunded to User.

User certifies to have read this document and fully understand its contents.

Signature of User or User's Authorized Representative: _____

Printed Name of Authorized Representative: _____

Date: _____