

Bethel School District Facilities Use Agreement

Together we will reach, teach and inspire each student to excellence

Date:	
Name of	f Responsible Party:Group Represented:
Facility r	requested:
Contact	information: phone/address:
Descript	cion of Activity:
participa fields. G expense group. T	ponsible Party (event sponsor, head of event, supervisor of group, etc.) is responsible for all ents, including guests and others related to the event that may be in the building or athletic roups using the district facilities, including fields, are responsible for any damage or other es. Any cost, due to damage, vandalism, or other unknown costs will be the responsibility of the responsible Party is required to meet the following expectations as outlined below. A data facility orientation/training will be provided annually to all user groups.
Please in	nitial that you have read, understand, and agree to comply with each statement.
Supervis	sion
	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.

Bethel School District #52 Facilities Use Agreement

Accessi	bility	
	accesse gym. Th Bethel S and do	ette High School Only. The wrestling deck (upper level) of the main gym can only be d by stairs. No public events may be held on the wrestling deck (upper level) of the main ne wrestling deck of the main gym is only available for student athletic practices, which school District defines as "the scheduled times that student athletes and coaches practice es not include visiting players/teams for games or scrimmage." Any athletic practice g a student athlete with mobility impairment will be moved to an accessible location.
	Ensure i	no fire doors or exit paths are blocked and maintain a safe environment for occupants.
	are charquestio Remie (are questions or concerns about accessibility at the event, you as the Responsible Party rged with ensuring all accessibility accommodations are met. If you or others have ns or concerns about accessibility of a facility, please contact Human Resource Director Calalang at remie.calalang@bethel.k12.or.us or 541-689-3280 ext.2101. Complaints ng facility accessibility may also be directed to the Human Resource Director.
	public e	ent open to the public must be accessible or the event cannot be held at the venue. If a event is inadvertently scheduled in an inaccessible facility, the event must be cancelled cheduled in an accessible facility.
Care of	^F Facilitie	s/Equipment
	If, upon	any vandalism or facilities misuse to# sight, something looks damaged prior to your group's use, report it immediately or responsibility for the damage.
	Leave a	ll rooms, equipment, and supplies in the same or better condition when finished with
	This inc	ludes:
	0	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.
	0	Returning furnishings, equipment, and supplies to their original locations.
	0	Checking restrooms used by the group for obvious issues and tidying up prior to leaving.
	0	Ensuring non-automatic lights are off.
	0	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 app	licable fees if the area used is not returned to ready-to-use condition.
		ion will assess any additional charges incurred by the District when District personnel or 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.
Pay <u>additional</u> fees for Bethel maintenance/custodial staff to maintain cleaning, disinfecting, and sanitizing of spaces utilized if necessary.
(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 I will wear a mask in accordance with <u>Oregon's mask mandate</u> which requires people in Oregon to wear masks in all indoor public spaces and in most public outdoor settings regardless or vaccination status where physical distancing is not possible.
I certify that I will follow <u>Lane County Public Health/ Oregon Health Authority guidance for COVID-19 and other communicable diseases.</u>
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 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, contractor, agent or volunteer has engaged in sexual conduct with a student shall <u>immediately</u> report (District phone number 541-689-3280) such suspected sexual conduct to either Bethel Human Resource Director, Remie Calalang or Bethel Equity Director, Tina Gutierez-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.
Additional Resources
District policies can be found at bit.ly/3jdki8P
I certify that I have read the <i>Facilities Use Agreement</i> 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 a the guidelines as identified.
Signature of User or User's Authorized Representative:
Printed Name of Authorized Representative:
Date

ECAA. USE OF SCHOOL FACILITIES

Use 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: <u>CIVIC CLUBS AND ORGANIZATIONS MADE UP OF PATRONS RESIDING</u> 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 <u>other</u> 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.

Bethel School District #52 Administrative Rule

- 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.
- 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 Human Resource Director by calling the School 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

	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	<u>\$</u> 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 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 TERMS OF USE AGREEMENTS

Subject: Nondiscrimination	
Policy Number: AC	Effective Date: 10/2021
Date of Original Policy and Revisions:	10/11, 10/14, 11/16, 2/17, 12/17
Cancels Policy No.: N/A	Dated: N/A
Date of Next Review: 10/2024	

POLICY

The District prohibits discrimination and harassment on any basis protected by law, including but not limited to, individual's actual or perceived race¹ (see Policy JFCFA – Racial Harassment), color, national or ethnic origin, cultural background, religion, veterans' status, genetic information, sex, gender², sexual orientation³, marital status, age, mental or physical disability, pregnancy, socioeconomic status, source of income, familial status, physical characteristic, or linguistic characteristic of a national origin group or because of the perceived or actual protected status of any other persons with whom the individual associates.

The District prohibits discrimination and harassment in, including but not limited to, employment, assignment and promotion of personnel (see policy GBA); educational opportunities and services offered students; student assignment to schools and classes; student discipline; location and use of facilities; educational offerings and materials; and accommodating the public at public meetings.

The Board encourages staff to improve human relations within the schools, to respect all individuals and to establish channels through which patrons can communicate their concerns to the administration and the Board.

The Superintendent or designee shall appoint individuals at the District to contact on issues concerning the Americans with Disabilities Act of 1990 and Americans with Disabilities Act Amendments Act of 2008 (ADA), Section 504 of the Rehabilitation Act, Titles VI and VII of the Civil Rights Act, Title IX of the Education Amendments of 1972, and other civil rights or discrimination issues, and notify students, parents, and staff with their names, office addresses and phone numbers. The Board will adopt and the District will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees, and the public, and such procedures will be available at the District's administrative office and available on the home page of the District's website.

The District prohibits retaliation and discrimination against an individual who has opposed any discrimination act or practice; because that person has filed a charge; testified, assisted or participated in an investigation, proceeding or hearing and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

¹ Includes discriminatory use of a Native American mascot pursuant to OAR 581-021-0047. Race also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001 (as amended by House Bill 2935 (2021).

³ "Sexual orientation" means an individual's actual or perceived heterosexuality, homosexuality, or bisexuality.

² Gender refers to gender identity, regardless of whether the individual's gender identity, appearance, expression or behavior differs from that traditionally associated within the individual's sex at birth.

REPORTS

None.

ATTACHMENTS

None.

END OF POLICY

LEGAL REFERENCES

ORS 174.100	ORS 659A.009	OAR 581-021-0045
ORS 192.630	ORS 659A.029	OAR 581-021-0046
ORS 326.051 (l)(e)	ORS 659A.030	OAR 581-021-0047
ORS 659.805	ORS 659A.040	OAR 581-022-2310
ORS 659.815	ORS 659A.103 to 659A.145	OAR 581-022-2370
ORS 659.850 to 659.860	ORS 659A.230 to 659A.233	OAR 839-003
ORS 659.865	ORS 659A.236	OAR 581-002-0001 - 002-0005
ORS 659.870	ORS 659A.309	
ORS 659A.003	ORS 659A.321	
ORS 659A.006	ORS 659A.409	
<u>ORS 408</u> .230		
ORS 659A.001		

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).

Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-6343 (2018); 29 C.F.R Part 1626 (2019).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2018); 34 C.F.R. Part 104 (2019).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018);

Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018); 29 C.F.R. § 1601 (2019).

Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212(2018).

Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018); 29 C.F.R. Part 1635 (2019). House Bill 2935 (2021).

House Bill 3041 (2021).

Subject: Use of	<u>School Faciliti</u>	es	
Policy Number:	ECAA	Effective Date:	2/2022

Date of Original Policy and Revisions: 3/87, 6/91, 9/94, 11/99, 11/05, 11/08, 11/10, 12/13, 5/17

Cancels Policy No.: **EBH** Dated: **8/87**

Date of Next Review: 2/2025

POLICY

It is the intent of the Board of Directors that school facilities be available for use by groups, both within and outside the District, which sponsor activities for the education, recreation, advancement and/or enjoyment of the citizens of the community. The Board does not intend to compete with private sector businesses (i.e., rental of chairs, tables, facilities, etc.) or to make District property/facilities available for private profitmaking ventures.

REPORTS

None.

ATTACHMENTS

None.

END OF POLICY

REFERENCES / COMMENTS

Bethel Administrative Rule ECAA: Use of School Facilities

Subject:	Reporting	<u>Requirements f</u>	or Suspected	Sexual	Conduct y	<u>with St</u>	udents

Policy Number: **GBNAA/JHFF** Effective Date: **2/2020**

Date of Original Policy and Revisions: 2/20

Cancels Policy No.: **JHFF** Dated: **12/09, 12/11, 1/14, 12/18**

Date of Next Review: 2/2023

POLICY

Sexual conduct, as defined by this policy, by District employees, contractors¹, agents², and volunteers³ is not tolerated. All District employees, contractors, agents, and volunteers are subject to this policy.

"Sexual conduct," means verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or a volunteer that involve a student and that are sexual advances or requests for sexual favors directed toward the student, or of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with a student's educational performance, or of creating an intimidating, hostile or offensive educational environment. "Sexual conduct" does not include touching that is necessitated by the nature of the school employee's job duties or by the services required to be provided by the contractor, agent or volunteer, and for which there is no sexual intent.

"Student" means any person who is in any grade from prekindergarten through grade 12 or 21 years of age or younger and receiving educational or related services from the District that is not a post-secondary institution of education, or who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within 90 days prior to the sexual conduct.

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, contractor, agent or volunteer has engaged in sexual conduct with a student shall immediately report such suspected sexual conduct to the designated licensed administrator or the alternate designated licensed administrator for their school building. If the Superintendent is the alleged perpetrator the report shall be submitted to the Human Resources Director who shall report the suspected sexual conduct to the Board chair.

If an employee fails to report suspected sexual conduct or fails to maintain confidentiality of records, the employee will be disciplined up to and including dismissal.

When the designated licensed administrator receives a report of suspected sexual conduct by a District employee, contractor, agent or volunteer, the administrator will follow procedures established by the District and set forth in the District's administrative regulation JHFF/GBNAA-AR - Suspected Sexual Conduct Report Procedures and Form. All such reports will be reported to the Oregon Department of Education (ODE) or Teacher Standards and Practices Commission (TSPC) as appropriate, for investigation. The agency receiving a report will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged perpetrator.

¹ "Contractor" means a person providing services to the District under a contract in a manner that requires the person to have direct, unsupervised contact with students.

² "Agent" means a person acting as an agent for the District in a manner that requires the person to have direct, unsupervised contact with students.

³ "Volunteer" means a person acting as a volunteer for the District in a manner that requires the person to have direct, unsupervised contact with students.

When there is reasonable cause to support the report, a District employee suspected of sexual conduct shall be placed on paid administrative leave pending an investigation and the District will take necessary actions to ensure the student's safety.

When there is reasonable cause to support the report, a District contractor, agent or volunteer suspected of sexual conduct shall be removed from providing services to the District and the District will take necessary actions to ensure the student's safety.

The District will post in each school building the names and contact information of the employees designated for the school building to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

The District will notify, as allowed by state and federal law, the person who was subjected to the suspected sexual conduct about any actions taken by the District as a result of the report.

A District employee, contractor or agent will not assist another District employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable cause to believe the District employee, contractor or agent engaged in sexual conduct. Nothing in this policy prevents the District from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The initiation of a report in good faith about suspected sexual conduct may not adversely affect any terms or conditions of employment or the work environment of the person who initiated the report or who may have been subject to sexual conduct. If a student initiates a report of suspected sexual conduct by a District employee, contractor, agent or volunteer in good faith, the student will not be disciplined by the District or any District employee, contractor, agent or volunteer.

The District will provide to employees at the time of hire, or to a contractor, agent or volunteer at the time of beginning service for the District, the following:

- 1. A description of conduct that may constitute sexual conduct;
- 2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and
- 3. A description of the prohibitions imposed on District employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

All District employees are subject to Board policy GCAB - Personal Electronic Devices and Social Media - Staff regarding appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the District will be appropriate and only when directed by District administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use District e-mail using mailing lists and/or other internet messaging to a group of students rather than individual students or as directed by District administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the District is prohibited.

The Superintendent shall develop administrative regulations to implement this policy and to comply with state law.

REPORTS

None.

ATTACHMENTS

None.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 339.370 - 339.400 ORS 419B.005 - 419B.045

Senate Bill 155 (2019)

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).