# AN AGREEMENT FOR THE JOINT USE OF FACILITIES BETWEEN Seattle School District No. 1 And City of Seattle Parks and Recreation

2022 - 2027

Jointly Prepared by: Seattle School District No. 1 and Seattle Parks and Recreation

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### AN AGREEMENT FOR THE JOINT USE OF FACILITIES

### SEATTLE SCHOOL DISTRICT NO. 1 and SEATTLE PARKS AND RECREATION

**THIS AGREEMENT,** ("Agreement"), is between **THE SEATTLE SCHOOL DISTRICT NO. 1**, hereinafter referred to as the "District" and the **SEATTLE PARKS AND RECREATION**, hereinafter referred to as "SPR."

## PREAMBLE

Since the 1920s, SPR and the District have pooled their resources to meet youth and community demands for more developmental and recreational opportunities. More than one third of the District's schools adjoin SPR's land or facilities . The District and SPR have cooperated in planning and jointly using these separately owned facilities and grounds for the benefit of students and community members.

While the supply will never meet the demand, the District/SPR partnership has effectively maximized the use of their respective facilities to meet student and community needs, beyond what either could do alone . In addition to creating more opportunities for their respective constituent groups, sharing facilities has led to greater efficiencies in cost and operations. SPR and the District acknowledge the value of their collaboration and seek to extend their positive working relationship.

Seattle voters have overwhelmingly approved District Building Excellence (BEX) and Building, Technology, and Athletic/Academics (BTA) capital levies to improve four major athletics complexes and various additional school fields since 1998. The athletic complexes and fields, in addition to providing improved play area for students, are available to the community for increased hours under this Agreement. The joint use of the new facilities, including priority scheduling and operations, is covered under this Agreement.

In addition, Seattle voters approved the Seattle Parks for All Levy in 2002, the Parks and Green Spaces Levy in 2008, and the Seattle Park District (levy) in 2014, these measures resulted in improvements for existing or new athletic fields, open play spaces and similar areas, including spectator enhancements such as seating.

In recognition of the unique shared arrangement between SPR and the District, it is the intent of both parties that the scope of this Agreement be limited to the respective uses as described by this Agreement . To maximize their facilities' use for the benefit of the community, both agencies will continue to provide priority access to each other, continue to equitably share their resources, and continue to give priority to programs that benefit Seattle youth.

This Agreement is intended to enhance the primary missions of, while not interfering with the governance structures of, SPR and the District . The District and SPR acknowledge that the facilities and grounds uses authorized by this Agreement are both for a municipal and an educational purpose. This Agreement recognizes the District's commitment to school-based decision-making.

Both parties recognize and respect the city's and District's budget and administrative processes that must be used in implementing programs and services. Additionally, both parties recognize and respect each other's collective bargaining agreements and the constraints related to those agreements.

It is a city and District objective to increase general community access to and use of school facilities. While the focus and priority addressed in this agreement is on the District and SPR access of their respective facilities, both agencies agree to cooperate to the extent possible to increase general community use.

This Agreement describes the goals, priorities and operations of the Joint Use Agreement between the District and SPR. This Agreement is not intended to and does not confer any rights on third-parties.

Now therefore, in consideration of the foregoing, the parties agree as follows:

## I. VISION STATEMENT

Public facilities and grounds, under the jurisdiction of either SPR or the District, shall benefit and be used by local Seattle youth and community members. The District and SPR have mutual interests in helping young people learn and develop recreation skills, and in providing opportunities for people of all ages to participate in recreation activities, especially those in underserved communities. In order to foster community/neighborhood learning and vitality, it is incumbent upon District and SPR to develop a unified approach to serving the community's recreation needs and to cooperatively maintain SPR and District facilities and grounds.

## II. COMMITMENT TO UNDERSERVED POPULATIONS

SPR and the District are committed to supporting and providing access to our underserved, black, indigenous, and people of color (BIPOC) community members. Our Equity on Fields program will serve as a tool to provide access to BIPOC users and groups on both SPR and SPS facilities (see *Appendices D-***7**).

## **III. PURPOSE OF THE AGREEMENT**

SPR and the District believe that they can best advance their respective objectives by forming a cooperative partnership. Both agencies support the following objectives:

- A. Increasing youth and community access to District facilities and grounds;
- B. Increasing student access to SPR facilities and grounds;
- C. Encouraging third-party recreational activities involving the District and SPR;
- D. Working together to jointly use SPR and District facilities to support school children and residents during times of catastrophic emergencies for sheltering, recovery of services and resumption of school.

In establishing this Agreement, SPR and the District seek to:

- A. Effectively and efficiently manage use of District and SPR facilities and grounds for the benefit of Seattle's youth and community; provide use of joint use facilities at no charge to either agency for use of the other's facilities or grounds except where specified otherwise (see *Appendices A-1, F-1 & F-3*);
- B. Encourage joint use of their respective facilities and grounds and give priority usage, after the owning agency's programming and/or on-going community obligations are met, to the requests submitted by the other agency;
- C. Provide facilities and grounds usable for District and SPR programs;
- D. Establish procedures to encourage cooperative working relationships between the District and SPR personnel at all levels and to quickly resolve issues;
- E. Encourage joint and cooperative ventures, including facility maintenance and development;
- F. Equitably distribute the time and cost of the use of facilities and grounds;
- G. Annually report a summary of joint use benefits (see *Appendix B-1*), to District and SPR representatives.

# IV. TERM

This Agreement shall not be effective until signed by the District Superintendent and the SPR Superintendent. This Agreement shall be for five years commencing on Sept. 15, 2022, and expire on Sept. 15, 2027.

This Agreement may be extended or renewed by mutual agreement. Extensions or renewals of this agreement must be in writing and signed by both the District Superintendent and the SPR Superintendent.

# V. GENERAL PROVISIONS OF THE AGREEMENT

- A. Notwithstanding that this Agreement shall be effective for five years, the parties acknowledge that circumstances are constantly changing for both agencies.
   Consequently, the parties hereto reserve the right to amend this Agreement from time to time in writing, as may be mutually agreed. No amendment hereto shall be effective unless written and signed by the Superintendents of both the District and SPR.
- B. Any and all debts owed by either party resulting from this Agreement shall survive the expiration or termination of this Agreement.
- C. The District and SPR shall act in good faith to implement this Agreement.
- D. The District and SPR acknowledge that this Agreement is not intended to amend any of the existing leases and other property agreements between the parties (see *Appendix C-1*).
- E. This Agreement is intended to address and relate to those programs and activities occurring in SPR and District facilities, fields, grounds, and/or pools (see *Appendix A-1*) which are initiated, organized, managed, scheduled, and supervised by either party, and comparable community-run programs, which are sponsored and overseen by either party, and approved for their facilities, fields, grounds and or pools by the party's Superintendent or their authorized representative with jurisdiction over the facilities, fields, grounds and or pools where the program is occurring.

# VI. GENERAL GUIDELINES FOR JOINT USE

- A. Each agency will make certain of its pools, buildings, and fields available for use by the other agency on a first priority basis after the scheduling requirements for its own programs have been met. A general description of District and SPR buildings and grounds available for joint use programming under this Agreement and agreed-upon priorities are included (see *Appendix A-1*).
- B. SPR's West Seattle Stadium, municipal golf courses, bathhouses, special amenity facilities, shelter houses, rowing, and sailing facilities and picnic areas are not covered by this Agreement and are considered to be non-joint use facilities. SPR shall assess and collect fees as established in its annually adopted <u>SPR Fees and Charges Resolution</u> for District use of these facilities.
- C. The District's Memorial Stadium is not covered by this Agreement and is considered to be a non-joint use facility. The District shall assess and collect fees based upon established rates from the <u>District's Fee Schedule</u> for use of Memorial Stadium.
- D. All joint use programming and activities scheduled under this Agreement will comply with

the owner agency's policies prohibiting discrimination.

- E. It is understood, as a part of this Agreement, that in cases where a third-party wishes to schedule permitted use of District athletic fields and where SPR has the authority based on this Agreement to schedule such fields, SPR is merely acting as a scheduling agent on behalf of the District. The parties agree that SPR assumes no responsibility, nor will the District seek to hold SPR responsible, for damages to District facilities caused by third-party use, regardless of whether such use was permitted or not.
- F. If a permitted third-party uses a District facility beyond the time specified in their permit, the District may request in writing that SPR bill the third party for the unpermitted use.
- G. The District may request in writing that SPR suspend a third-party account for unpaid debts owed to the District or not adhering to SPR or District rules related to permits issued by SPR. The District may request in writing that SPR un-suspend a third-party account for debts that have been satisfied related to permits issued by SPR.
- H. SPR may suspend a third-party account for unpaid debts owed SPR or the District related to permits issued by SPR prohibiting the third party from renting either agency's facilities until such time as all debts have been satisfied.
- Any and all third-party use scheduled by SPR on behalf of either District or SPR is subject to the owner agency's fee schedule, policies, and practices including but not necessarily limited to <u>SPR's "Use and Scheduling of Outdoor Athletic Facilities"</u> and "<u>Sports</u> <u>Participation Policies</u>," in addition to all applicable <u>District Fees Schedule(s)</u> and policies.
- J. For the purposes of this Agreement, the criteria for priority scheduling and use are explained (see *Appendix A-1*).
- K. For scheduling purposes, priority will be given to youth programs.
- L. A mutual goal of the District and SPR will be to maintain program continuity, giving adequate notification of scheduling changes or facility use to allow completion of a program cycle, and where necessary, to relocate programming.

In order to facilitate this goal, both SPR and the District agree to give each other 48 hours' notice of changes to accommodate. When possible, each agency will assist the other in locating alternative space.

- M. Each user will maintain its joint use spaces and equipment and will cooperate in expediting the repair of damage that may occur as a result of scheduled programs.
- N. Where possible, SPR and the District will pursue opportunities to develop and improve joint use facilities and equipment to support programming by both agencies (see *Appendix G-1*).

- O. The District will maintain and operate its stadium complexes as part of this Agreement. SPR will schedule outdoor facility usage. However, an additional hourly staffing fee will be charged for all usage. If a user group, District or otherwise, has an issue regarding the facility, the District staff will respond and provide additional support. This includes, but is not necessarily limited to unlocking gates, bathrooms, storage rooms, and contacting emergency support.
- P. SPR will provide and schedule all necessary staffing including but not limited to field attendants, supervision, and security for all SPR-owned fields including athletic stadiums. If a user group has an issue regarding an SPR field, athletic stadium, or facility, SPR staff will respond and provide the appropriate support. This includes, but is not necessarily limited to, unlocking gates, bathrooms, storage rooms, and security support.
- Q. SPR will provide the District with a biweekly schedule of permitted events for the following:
  - 1. Athletic complexes (Staffing)
  - 2. Tennis courts (Access)
  - 3. Fields with lights (Scheduling)

# VII. ANNUAL JOINT USE SCHEDULING CONFIRMATION PROCESS

Annual Benefits and Review of the Joint Use Agreement – SPR's citywide athletics manager, aquatics manager, and the District's Athletic and Facilities Departments will annually review the Joint Use Agreement on the first Monday in February. The meeting will be scheduled by SPR's citywide athletics manager. The agenda for the meeting will be set jointly by SPR's citywide athletics manager and the District's executive athletic director. At a minimum, the parties agree to include the following items as part of the agenda:

- 1. A Summary of Educational and Non-Athletic Programming and Athletic Programming will be prepared in advance by SPR's Athletics Manager (see *Appendix B-1*). The Joint Use Summary of Benefits will be reviewed and finalized at the meeting and will be made available for public distribution thereafter at a mutually agreed upon date.
- 2. Issues related to the Joint Use Agreement implementation will be reviewed and amendments to the Joint Use Agreement may be recommended.
- 3. Issues related to the Appendices of the Joint Use Agreement will be reviewed and amendments to the Appendices of the Joint Use Agreement may be recommended.
- 4. General schedules for the following school year for all joint use activities, including but not necessarily limited to pool times, use of performing arts facilities, and field times.

At the site level, joint use planning and decision-making will begin each spring for the upcoming school year (see *Appendices D-1 through D-3*). SPR will initiate the process assuming that all joint use programming scheduled for the preceding year will be included in the schedule for the upcoming year unless otherwise negotiated. The *Joint Use Facilities and Priorities*, *Appendix A-1*, will serve as a

framework for generating agreements and negotiating changes. A designated SPR representative will consolidate SPR and District local site use requests.

Changes to joint use scheduled events, annual plans, and use permits can be amended through mutual agreement of a District school principal, school athletic directors, and an SPR community center, pool, or program manager. Each agency's central scheduling office must be notified of such amendments.

### A. District Use of SPR

#### 1. District Request of SPR Community Centers

All SPR community centers are available for scheduling under this Agreement.

#### • Athletic Programming

Individual school athletic directors are responsible for submitting requests for their athletic programs. These requests should be submitted to District's Athletic Office.

#### • School Programing

District school principals are to initiate requests for all other usage (including adaptive physical education classes). Principals may negotiate with Community Center Coordinators for space. SPR programs have first priority and District usage will have second priority. Priority usage does not preclude previously booked and paid rentals by third parties after the *School Use of Parks' Facilities* deadline (see *Appendices D-1 and D-2*).

School principals must check with the Community Center Coordinator to see if the space is available. Principals should request space using the *Facilities Request Form* (see *Appendix D-4*). Handwritten requests are not accepted. A completed form by the School Principal and Community Center Coordinator will be emailed by the CC Coordinator to SPR's Athletics Scheduling Office no fewer than 15 working days before the first day of usage.

#### 2. District Requests of Pools

SPR supports District pool programs. All SPR indoor swimming pools are available for scheduling under this Agreement. The District has first priority of SPR pools during specific blocks of time identified (see *Appendix A-1*). Additional pool time may be made available on non-school days (weekends and in-service days) when it does not conflict with other scheduled uses.

#### • Athletic Programming

Individual school athletic directors are responsible for submitting requests for their swim programs. These requests should be submitted to District's Athletic Office.

#### • School Programing

District school principals are to initiate requests for all other usage (including adaptive physical education classes).

Requests submitted after the usage request deadline may not receive all the requested time. Usage at other times is subject to local availability. Principals should request space using *Facilities Request Form* (see *Appendix D-4*). Handwritten requests are not accepted. A completed form by the School Principal and Aquatics Center Coordinator should be emailed by the Coordinator to the Athletics Scheduling office no fewer than 15 working days before the first day of usage. All schools and pools will receive scheduled usage confirmation by July 15 for the upcoming school year.

Copies of the Red Cross lifeguard certificates for school supervisory staff must be submitted to the local Aquatic Center Coordinator before the first permitted date.

Pool usage may be shared with other schools or with community swimming programs at the discretion of local Aquatic Center Coordinators, in consultation with the District Principals involved. If a District program's attendance falls below 25 people in the water, SPR will look at sharing the time with opportunities for revenue-producing communitybased programs.

The most up-to-date procedures and rules for use of SPR swimming pools are found in <u>Schools in Pools</u>.

#### 3. District Request of District and SPR Fields

All SPR athletic fields are available for scheduling under this agreement. District athletic directors will be given first priority for scheduling athletic teams' usage during regular school hours and until the times listed in *Joint Use Facilities and Priorities* (see *Appendix A-1*). School athletic directors should submit their requests to the District's Athletic Office. For more information on District field requests, review the *Schedule of Key Dates – Fields and Tennis Courts* (see *Appendix D-2*).

District school principals are to initiate requests for all other usage (including adaptive physical education classes, field days, etc.). These non-athletic building-led requests are due to SPR directly.

SPR staff schedule all District and SPR fields, for exceptions see *Appendix A-1*. Individual athletic directors must submit field requests for practices to the District's Athletic Office using the *Field Request Form* (see *Appendix D-5*). Collected requests are compiled for review by the District's Athletic Office before being submitted to SPR's Senior Recreation Program Specialist in the Athletics Scheduling Office. When possible, the District should prioritize District fields before requesting SPR fields. SPR staff will approve and issue permits for all field requests (see *Appendix D-2*). Individual athletic directors are responsible for reviewing permits to address any concerns with SPR immediately; any

delay in review will impact SPR's ability to secure field space.

For athletic game requests, the District (via the Metro League) will supply SPR with the League's consolidated game schedule consisting of all League divisions and specific fields requested (see *Appendix D-6*). Final schedules, as well as any changes, are sent directly to SPR's Senior Recreation Program Specialist in the Athletics Scheduling Office for approval and permits. For field requests at Interbay Stadium see *Appendix E-1*.

The SPR's Athletics Scheduling Office and District's Athletic Office will reach an agreement on the facility usage dates for centrally coordinated District programs and individual middle and high school WIAA practices for fall, spring and summer sports as set forth in *Appendix D-2*. The District's Athletic Office will confirm athletic competition schedules three months prior to the scheduled usage.

### B. <u>SPR Use of District Facilities</u>

### 1. SPR Requests of District Schools

All District schools are available for scheduling under this Agreement. District programs have first priority and SPR usage will have second priority. In order for SPR to ensure second priority usage, SPR must submit requests within the timeline outlined in *Appendices D-1 and D-2*.

As a prelude to the annual use scheduling process, by the last Friday of March of each year, an SPR representative will deliver (via email) to District Principals and SPR Coordinators, a *Facilities Request Form* (see *Appendix D-4*) which lists SPR activities from the preceding year that are proposed to continue the following school year. (For more information, see *Appendix D-1*.) Any changes and/or new usage requests for the upcoming year will be identified.

Upon receiving the *Facilities Request Form* (see *Appendix D-4*), a school principal will review their facility's usage for the upcoming school year, this includes but is not limited to, identifying which school activities will be happening during the upcoming year, identifying new school needs, and identifying any new use by SPR. In assessing the needs for the upcoming school year, the principal will consult with school-based child care providers, community learning centers, and other agencies whose operations may be affected by the principal's decision. The principal may contact the SPR representative to discuss changes or amendments.

The SPR representative will then email a copy of the *Request Form* to SPR's Athletics Scheduling Office where the facility request will be logged and entered into the District scheduling system. Request forms must be emailed no later than the first Friday in May to SPR's Athletics Scheduling Office. (For more information, see *Appendix D-1*.) SPR Community Centers will receive permits before the first day of school. Building use will be entered in August by SPR via the District scheduling system.

# C. Space Availability Conflicts/Cancelations

- The SPR's Athletics Scheduling Office and District's Facility Rental Office will complete the joint use scheduling process as described above (Section VII, subsections A-B). The SPR/District collaboration will consider all negotiated school-based use agreements and schedules for centrally scheduled programs and facilities. Significant District and SPR events requiring 30 days cancellation notice will be identified (for example, the SPR summer child care programs).
- 2. Efforts at a resolution of space availability issues shall be made in the first instance by and between facility-based representatives. When the conflict involves more than one District or SPR program, all affected parties will be informed and involved in resolving the conflict. The central scheduling offices of both agencies will, whenever possible, identify options or ways to accommodate the interests of both agencies. When requests from District schools conflict, the District's Athletic Office will establish priorities for athletic events and District's Academic Division, or their designee will establish priorities for school instructional and physical education programming.
- If agreement cannot be reached on a scheduling request at the facility level, the issue will be referred to the District Superintendent or their designee and the SPR Superintendent or their designee for resolution.
- 4. It is understood by both parties that events scheduled may be special events and would detrimentally be impacted if canceled with short notice. These events (example:) require the scheduling host agency to make every effort to relocate the programming agency to a comparable facility in a nearby location. If this is not possible, the scheduling agency must give the programming agency at least 30 days cancellation notice. The programming agency will notify the scheduling agency at the time of booking of any "special events" that fall into this category.
- 5. It is understood by both parties that localized planning occurs for each agency's programs and events; however, program times, particularly ending times, are approximate and subject to infrequent but immediate change (example: playoff games that go into overtime).
- 6. It is understood by both parties that some citywide major special events occur annually and could displace a previously scheduled activity on a field or other publiclyowned space. Most of these events are scheduled well in advance. Events that are constitutionally protected by either the First or Fourteenth Amendments to the United States Constitution do not require advance notification. Both the District and SPR will notify the other agency immediately upon learning of such an event and its impact on scheduled District or SPR programming.

### D. Interagency Training

- Each agency is responsible for training its staff. Topics to be covered include the history and purpose of joint use, benefits to students/families and city residents, specific provisions established by this Agreement and key implementation procedures. SPR's key personnel include community center and aquatic center coordinators; the district's staff includes school principals, secretaries, and athletic directors.
- 2. District and SPR central scheduling offices currently operate training and for athletic directors will be jointly scheduled and developed by the SPR Athletics Scheduling Manager and District's Executive Athletic Director and will be held annually at the start of the school year.

# VIII. PROCEDURES FOR MANAGING JOINT USE OF FACILITIES

## A. Central Coordination, Permitting, Record-keeping, and Problem Resolution

- The District's Facility Rental Department and SPR's Athletics Scheduling Office will permit all building uses. Individual District principals are encouraged to meet directly with SPR's community center coordinators to discuss availability. SPR's Athletics Scheduling Office will formally permit all field uses. The District's Facility Rental Department and the SPR's Athletics Scheduling Office will jointly maintain the annual joint use schedule for both buildings and fields.
- 2. Permit forms for each agency shall stipulate the use and program for which the permit is being issued, name of person responsible for supervision, spaces and equipment authorized for use, dates and hours of use, requirements for special service, and any other information required.
  - A. Changes in Policy, Budget or Organization When either agency contemplates a change in policy, budget, or organization that could impact the access of the other to a joint use facility, that agency will consult with the other agency far enough in advance so that the other agency can analyze the impacts and plan for the change. The District will use the same fee schedule as SPR to maintain consistency for athletic field users.
  - **B.** Temporary Rescheduling of Priority Use In the event the user agency communicates its inability to utilize its scheduled priority use, the owner agency may pursue scheduling other uses temporarily until the user agency is ready to resume its scheduled priority use.
  - **C. Single Use Requests** Written requests to use District or SPR facilities outside the annual scheduling confirmation process should be submitted to each agency's central scheduling office at least 15 working days before the first day of usage. The central scheduling office of the requesting agency will verify in advance with the affected school principal or SPR facility manager that the facility is available at the date and time requested. Please note that the request will be granted only if the allotted time and space are available.

- D. Joint Use Program Requirements All programs must include adequate supervision by adults, ages 18 and above, trained in emergency procedures specified by the owner agency. The user agency is responsible for providing program staffing or covering expenses of owner agency program staffing, if necessary. Staffing must be sufficient to supervise program participants in entry areas, locker rooms, and non-secured spaces within a facility. All swim programs must be operated by school personnel with current Red Cross lifeguarding certification and in accordance with the SPR's Safety Practices for Seattle Public School Swimming Programs(Red Cross CPR and standard first aid [or equivalent recognized by the Washington State Department of Health]). Swimming program requirements are explained further in SPR's Schools in Pools document. Program participants must wear appropriate clothing and protective gear. Programs failing to comply with these requirements will not be allowed to operate.
- E. Third-Parties' Special Event Permit Requests on District Fields Special events are events that are anything other than a typical practice or game request. Because of the complexity of special events, third parties wishing to hold a special event on district fields will be vetted and approved by the District. As such, the District's director of facilities, or designee, will identify a representative to review special events and to be the point of contact for both the third party and the SPR Athletics Scheduling Office. The District's representative will notify SPR Athletics Scheduling Office in writing whether or not a permit for the special event may be issued. The District's representative will also notify the third-party and SPR of all applicable fees to be charged such as numbers of field attendants, custodians, utilities, scoreboard operators, security, and equipment fees. The District will notify SPR a minimum of two weeks prior to the event in order to authorize the event with a list of fees or deny the event. After receiving approval in writing from the District's representative, SPR Athletics Scheduling Office will issue the permit for use and collect payment.
- F. Issuance of Facility Keys Keys shall be issued or other means of access provided for curriculum/program events and activities approved under this Agreement. Issuance of keys to SPR staff for use of District facilities and to District staff for use of SPR facilities shall be done on a case-by-case basis and only to assist with permitted joint use of facilities. Both agencies agree to not duplicate keys issued by the other agency. Nothing in this agreement shall override either party's key policies.
- **G.** Joint Use Facility Maintenance Responsibilities With each occupancy, the user agency shall be responsible for the pre and post-occupancy preparations, which may include opening and closing movable walls, unless other conditions are established by mutual agreement of SPR and the District. All joint use spaces will be returned to the condition which preceded use. Where possible and necessary, access to cleaning supplies will be provided by the owner agency. The user agency should check in with the facility custodian, or other designated representative, and establish an agreement on the pre and post-use conditions. If joint use spaces are not left in the condition

which preceded use, the user will be responsible to the owner agency for any expenses incurred by the owner agency required for cleanup and or repair.

- H. Specialized Instructional Space and Equipment Specialized instructional space and equipment, other than that normally associated with a gymnasium, swimming pool, recreation center, athletic field, track, tennis court, or other facility shall be made available by each agency to the other. The user agency may provide its own preparation or set up and take down of portable equipment under the supervision of a representative of the owning agency when not in violation of union agreements. The above procedures must be noted on the permit authorizing use.
- I. Access to Storage Agencies cannot confirm storage space will be made available for program equipment and supplies. Considerations for extenuating circumstances include:
  - Seasonal (non-permanent) container sizes (during the assigned season) limited to certain specifications by the agency
  - Lack of access to their own facilities
  - Lack of available equipment at a permitted facility

These exceptions will be made by SPR's Athletics Scheduling Manager and District's Executive Athletic Director.

- J. Security Provisions If security staffing is needed above and beyond that normally provided and/or required by the owner agency, the user agency is responsible for providing the additional staffing. Telephone numbers for reporting emergencies are listed (see *Appendix H-1*).
- K. Restitution and Repairs It shall be the responsibility of the user agency to make restitution for the repair of damage to a space, area, or facility including equipment or missing property from the premises which may occur as a result of an agency's permitted scheduled program.
- 3. **Inspection of Facilities** The owner agency shall, through its designated representative, inspect all buildings and grounds area for which a use permit has been issued. The inspection shall be directed toward the identification of damage to the facilities, fields, and equipment or missing property that may have been caused by the user agency through the conduct of its program.
- 4. **Reporting Method** The owner agency shall notify the user agency of damage or loss within three working days after inspection. Such notification shall consist of sending an email to the user agency's designated representative identifying the facility, permit number, date of detection, name of inspector, area or areas involved, description of damage, and estimated and/or fixed costs of repairs or property replacement.
- 5. **Repairs** Except as otherwise mutually agreed, the user agency shall not cause repairs to

be made to any building or item of equipment for which the owner agency has responsibility. The owner agency agrees to make such repairs within the estimated and/or fixed costs agreed upon. If it is mutually determined or if it is the result of problem-resolution (Section VIII, subsection Disagreements) that the user agency is responsible for the damage, then the user agency agrees to reimburse the owner agency at the estimated and/or fixed costs agreed upon.

- 6. **Reimbursement Procedure** The owner agency shall invoice the user agency within seven days of completion of repairs or replacement of missing property. The invoice shall itemize all work hours, equipment, and materials with cost rates as applied to the repair work. If the repair is contracted, a copy of the contractor's itemized statement must be attached. Actual costs shall be invoiced if less than estimated and/or fixed costs. Reimbursement shall be made within 30 days from receipt of such invoice.
- 7. **Disagreements** The user agency retains the right to disagree with any and all items of damage to buildings or equipment or missing property as identified by the owner agency provided this challenge is made within 10 working days after first notification.
  - Disagreements shall be made in writing to the owner agency and shall clearly identify the reasons for refusing responsibility for damages to the building or equipment.
     Failure to do so within the prescribed time period shall be considered as acceptance of responsibility by the user agency.
  - b. Settlement of disagreements, after proper notification, shall be made by an on-site investigation involving both the owner and user agencies or their designated representatives.
  - c. In the event an agreement cannot be reached, the matter shall be referred to the representative designated by the Superintendent of each agency for review and consideration.
  - d. The owner agency shall have the right to make immediate emergency repairs or replace missing property without voiding the user agency's right to disagree.

# IX. FINANCIAL MANAGEMENT AND OPERATIONS

The purpose of this section is to clarify and confirm both parties' agreement about financial management and administrative support related to the Joint Use of SPR and District facilities, fields, and pools.

### A. Financial Management

 The District and SPR agree that since SPR has an Athletic Field Scheduling Office that SPR, acting as the fiscal agent, will schedule District and public use (third-party use) of District athletic complexes, sports fields, and school field sites, and will collect revenues for such facility rentals on behalf of the District for rental of these facilities. In addition, SPR will provide scheduling services for all agreed fields for all days of the year including holidays and school breaks.

- SPR will remit all District revenues collected along with a full accounting to the District on a quarterly basis as outlined in the *Remittance of Funds Schedule* (see *Appendix F-1*). SPR will deduct any refunds made for past rentals on District facilities from District revenues. The full accounting shall include:
  - a. Facilities used
  - b. Organizations using facilities
  - c. Dates and hours of use
  - d. Total fees charged
  - e. Lighting fees assessed
  - f. Staffing fees assessed

SPR will deduct the following items from District fee revenues that relate to cash handling and turn them over to the District for follow-up and collection:

- g. NSF Checks
- h. Underpayments from third-party organizations (Accounts Receivable)
- 3. SPR will schedule and collect payments for the District's stadium complexes and other fields listed in Section VI, subsection C. SPR will supply the District with a monthly schedule of stadium complex field uses for the District to assign Field Monitors and schedule lights.
- 4. The District shall compensate SPR for labor/administrative expenses incurred directly related to the scheduling of District fields, complexes, tennis courts, and facilities. SPR shall invoice the District quarterly for these expenses. The District agrees to promptly remit payment to SPR. Invoices shall include a full accounting of expenses incurred. *Appendix F-2, SPR Billable Items to District,* outlines expenses that shall be billed to the District and expenses that shall be absorbed by SPR.
- 5. Both parties agree to communicate quarterly to review quarterly revenue and expense data.
- 6. In addition to quarterly data, upon request by either party, both the District and SPR will grant reasonable access to each other's financial and facility use records related to activities covered under this Agreement for periodic financial audits.

#### B. Fees

 The District will provide SPR with the <u>District's Fee Schedule</u> for all non-field fees each year on or before Feb. 1. The updated fee schedule will include any and all ancillary fees including, but not limited to, staffing, security, equipment, and rentals. If SPR does not receive an updated fee schedule from District by Feb. 1, SPR will use the previous year's fee schedule.

- 2. The rental fees for all rentals booked and permitted prior to a fee increase effective date shall survive and be honored at the fee in effect at the time of booking.
- 3. The District and SPR third-party field rental fees will be identical unless District specifically requests otherwise in writing. District must provide SPR with a detailed fee schedule 14 months in advance of any changes in field fees so that SPR has ample time to notify third-party users.
- 4. The District's stadium complexes and SPR's athletic stadiums require a minimum of one field attendant (employed by the party having jurisdiction over the facility) to be present during all third-party uses. All third-party events not sponsored and overseen by either owning agency are required to pay all facility and field attendant fees required by the owning agency. All field and attendant fees shall be published and are subject to change.
- 5. Receipt of support from either the District or SPR, financial or otherwise, does not necessarily construe sponsorship and oversight.

### C. Requests for Services Outside the Agreement

Neither the District nor SPR will be required to subsidize the other's use of its facilities. Services, equipment, or facilities not covered under this Agreement may be provided, at direct cost, to the agency making the request. For example, if a school should request that an SPR lifeguard supervise a swimming class, the school would be assessed a direct charge for this service. Likewise, should SPR request a District custodian at a time outside the custodian's normally scheduled building hours, SPR would be assessed a direct charge for service hours provided. Utility costs might be assessed if SPR usage occurs when a school would normally not be heated. Charges might also be assessed for use of equipment, such as scoreboards, for purposes outside the joint use programming covered by this Agreement. This is not intended to be an exhaustive list.

1. District Custodial Expense – The District may charge SPR for programs occurring in schools held outside of normally scheduled custodial hours. This cost component is applicable to school buildings. The school custodial cost is determined by the average hourly custodial wage including benefits for the period analyzed. This rate was utilized for all types of space during standard operating hours. For overtime hours, either after standard hours on weekdays or on Saturdays, a rate of 1.5 times the hourly wage rate plus applicable benefits was used. For Sundays and holidays, a 2.0 factor replaces the 1.5 multiplier to reflect "double time." The costs for joint use were apportioned, factoring in the amount of time required to clear a specific facility including a common space allocation for hallways and lavatories. A contractual fourhour minimum for custodial services applies on weekends and holidays; therefore, 4 times the applicable rate becomes the custodial charge for rentals of 3 hours or less.

(see District's Fee Schedule).

- 2. District Utilities Expense The District may charge SPR for programs occurring in schools when heat is required and outside of normally scheduled boiler hours. The utility cost element is made up of total utility expense for the usage time including electricity, fossil fuels, water, sewer, telecommunications, and a few others. This total expenditure was apportioned to any spaces used under the joint use agreement to compute the applicable utility expense. For the District, a space's square footage included direct square footage plus an allocation of common area space. During non-standard hours, for schools (when most joint use occurs), the District assumes that 25% of all common space is affected.
- **3. SPR Building Monitors -** SPR may charge the District for programs occurring in Community Centers or other SPR Facilities outside of normally scheduled operating hours. This rate shall be based on the standard rate SPR charges all third-party clients outside of normal operating hours, consistent with the department's fees stated in the annual Fees & Charges legislation.
- **4. SPR Lifeguards** SPR may charge the District for all lifeguards when SPR lifeguards are required to be present per SPR's policies and procedures to support District programs. This rate shall be based on the standard rate SPR charges all third-party clients outside of normal operating hours for lifeguards, consistent with the department's fees stated in the annual Fees & Charges legislation.

## D. Operations – Establishment of Rules of Use

- SPR scheduling will provide equitable access for all parties to schedule school fields. See the priority list as outlined in *Appendix A-1*.
- 2. SPR will attempt, to the best of its ability, to appropriately schedule use to match the field (adult groups on adult-sized fields) and fully schedule District fields to the full capacity available. SPR should exercise judgment on placing appropriate activities on the correct field. For third-party users, SPR will prioritize scheduling onto SPR facilities first, in lieu of District fields.
- 3. Special events are events that are anything other than a typical practice or game request (examples include: community events, events with vendors or food being sold, picnics, field days, BBQs). Because of the complexity of special events, third parties wishing to hold a special event on a district field, will be vetted and approved by the District. As such, the District's director of Facilities, or designee, will identify a representative (Section VII, subsection 2-E) to vet special events and to be the point of contact for both the third party and the SPR Athletics Scheduling Office. The representative of the District will notify SPR Athletics Scheduling Office in writing whether or not a permit for the special event may be issued. The District representative will also notify the third party and SPR of all applicable fees to be

charged such as the number of staff required. After receiving notification in writing from the District representative, SPR Athletics Scheduling Office will issue the permit for use and collect payment.

- 4. SPR will obtain approval from the District prior to waiving rental fees on any District facility.
- 5. SPR will consult with the District prior to scheduling events if the party requesting the reservation has a history of abusing the facility, non-payment of fees, or misrepresentation of the nature of the event. SPR may refer these users directly to the District for facility or field rental.

### E. Mutual Responsibilities of Parties

- 1. SPR and the District will advertise fields available for rent on their respective websites with instructions on how to schedule fields and applicable rates.
- 2. SPR and the District will continue to coordinate any capital improvement plans and coordinate construction in order to minimize the impact on District, SPR community, and recreational users (see *Appendix G-1*).

### F. Non-Joint Use Fees and Charges

SPR's West Seattle Stadium, municipal golf courses, bathhouses, special amenity facilities (e.g. Camp Long cabins and challenge courses), shelter houses, rowing and sailing facilities, and picnic areas are not covered by this Agreement and are considered to be non-joint use facilities. SPR shall assess and collect fees as established in its adopted <u>Fees and Charges</u> <u>Resolution</u> for District use of these facilities.

The District's Memorial Stadium is not covered by this Agreement and is considered to be a non-joint use facility. The District shall assess and collect fees based upon established its <u>Memorial Stadium rates</u> for SPR's use of Memorial Stadium.

## X. LIABILITY

To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold harmless the other party and such party's officers, agents, employees, and elected officials, from and against any and all claims for personal injury or property damage to the extent that such claims arise out, relate to or are connected with any actual or alleged negligence of the party from whom indemnification is sought, or of such party's employees, agents, contractors or officers, in connection with this joint use Agreement.

## XI. PUBLIC INFORMATION AND NOTIFICATION

Each District's Principal's offices and SPR's Community Centers and Pools Coordinators will handle

requests from community members for information pertaining to the scheduled use of their respective facilities. SPR's Athletics Scheduling Office will handle requests for information on SPR and District athletic fields. The Planning/Capital Development offices of each agency will handle requests for information on a proposed field or facility development. SPR's Athletics Scheduling Office and District's Facility Rental Department will handle general comments on the Joint Use Agreement (see *Appendix G-1*). The agencies will make efforts to notify other user organizations regarding any significant change in the user's use or access.

# XII. COOPERATIVE CAPITAL RESOURCE DEVELOPMENT PROJECTS

The updated Seattle Parks and Recreation and Seattle School District Joint Athletic Facilities Development Program (JAFDP) should serve as a tool when new capital projects are being considered. The District and SPR will cooperatively plan development at appropriate joint use sites or facilities, exploring whenever possible avenues for blending fund sources and resources to accomplish mutual goals (e.g. Cleveland playfield). Where possible, the two agencies will work together to use other public and private financing opportunities to accomplish mutual objectives and to develop facilities with standards sufficient to meet the programming requirements of both agencies.

Forty-eight school facilities are adjacent to or across the street from SPR's land (see *Appendix I-1*). The District and SPR have a long history of cooperation in using and developing property to maximize educational and recreational access, usability, and benefits (see *Appendix C-1*). Both agencies seek to continue and expand such cooperation with each other, and with the community at large, by agreeing to:

- A. Examine property issues raised by either party expeditiously and cooperatively.
- B. Work cooperatively in planning facility or equipment improvements or making the most efficient and effective use of public property and capital funding. Where necessary or desirable for specific sites, establish or update written agreements specifying joint use responsibilities and/or priorities.
- C. Make every effort to reschedule school practice and game facilities should the District relocate a school during construction or should an SPR facility be closed for short or long-term projects. Reciprocally, when a school must close, make every effort to relocate SPR programs to other school sites.
- D. Work together to support public/private partnerships to improve joint use facilities and grounds, when feasible. Should a public recreation facility be significantly upgraded by a private third party, the city and District agree to adjust the priority uses established in this Agreement.

# XIII. INTERAGENCY COORDINATION AND AGREEMENT RENEWAL

A Joint Use Interagency Team made up of key staff from SPR and the District, shall:

- Review this Agreement by February 1, annually, particularly its guidelines, scheduling process, operating procedures, and review of *Joint Use Summary of Benefits* (see *Appendix B-1*). Operational changes jointly agreed upon in this review will take effect in the upcoming school year; and
- 2. Review capital plans and projects proposed (see *Appendix G-1*) and make recommendations to both agencies' Superintendents for continued or more extensive joint use.

Either agency can initiate a special meeting to discuss interim problems or propose amendments to this Agreement.

# XIV. COMMUNITY PARTNERSHIPS

The City of Seattle and the Seattle School District are committed to developing partnerships that enhance the educational experience of Seattle's students. These partnerships might include those that benefit students, their families, and their local communities through programs that integrate academics, athletics, health and social services, youth and community development, and community engagement.

Nothing in this Agreement shall preclude the City of Seattle, acting through its Office for Education, from initiating discussions and negotiating subsequent arrangements with the District to implement school, city, and community partnership programs during the term of this Agreement. The District agrees to engage in good-faith negotiations with the city if so requested. Any partnerships will be documented by a separate agreement.

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B-1	Joint Use Summary of Benefits – Annual Report
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D	Steps to the JUA
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	D-3, Annual Letter to Principals – School Based Programs
	D-4, Facilities Request - Form (Parks' Use of Schools/Schools' Use of Parks)
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## SIGNATURE PAGE

### AN AGREEMENT FOR THE JOINT USE OF FACILITIES

between

Seattle School District No. 1

and

City of Seattle Parks and Recreation

Sept. 15, 2022, through Sept. 15, 2027

Seattle School District No. 1

City of Seattle Parks & Recreation

By: Canna

By: Christopher Williams (Sep 27, 2022 12:21 PDT)

Brent Jones Superintendent Seattle School District No 1. Christopher Williams Acting Superintendent City of Seattle Parks and Recreation

Date: \_\_\_\_\_

Date: \_\_\_\_

Appendices

SUPPLEMENT TO THE JOINT USE OF FACILITIES BETWEEN Seattle School District No. 1 And City of Seattle Parks and Recreation

2022 – 2027

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## Appendix A-1

# Joint Use Facilities and Priorities

#### Introduction

This appendix identifies schools where the SPR will have dedicated use of District space and SPR facilities where the District will be given first-priority access.

Priority times for scheduling joint use of other District and Parks buildings and grounds are provided. Using this information as a framework, school principals, community center coordinators, and pool managers are encouraged to negotiate specific activities to be included on an annual schedule for joint use.

SPR and District personnel may request use of a facility outside the joint use priority time listed, but such requests will not necessarily receive first priority and will be subject to local availability, direct costs (i.e., staffing, lifeguards, custodial charges, field lights), and approval.

Use of District or Parks facilities that are not listed shall be subject to the general permitting and fee requirements established for a particular facility.

### I. Approved Uses

For the purposes of this Agreement, the criteria for uses are as follows:

- 1. Any instructional, information, recreational, athletic, social, or community program that is initiated, organized, managed, scheduled, and supervised by the owner agency, or
- 2. A comparable community-run recreation program that is sponsored and overseen by the owner agency and is approved for their facilities respectively by either the District or SPR Superintendent or their authorized representative.

#### **II.** Priority Scheduling

- Priority scheduling will be given to youth programming such as instructional programs, after school programs, student athletic team practice and competition, summer day camps, student clubs, PTSA-sponsored events for students and/or parents, and Parks Advisory Council-sponsored events for youth and/or parents, and approved underserved, black, indigenous, and people of color (BIPOC). Unless otherwise specified by the District, within student athletic team practices and competitions, varsity games and practices get the highest priority, junior varsity games and practices get the next priority, and sophomore/freshmen games and practices get the lowest priority.
- 2. Second priority will be given to adult or community events that do not directly benefit youth such as adult recreation, public meetings, or events for the general public.

### III. Specific Facilities and Grounds Covered by this Agreement - District

#### School Buildings

All open schools are available for scheduling under this Agreement.

#### School Athletic Complexes

All school fields and athletic complexes, with noted exceptions such as Memorial Stadium, are available for scheduling under this agreement. School practices, games and events that extend beyond the 7:00 pm on District fields must be mutually agreed on by SPR and the sponsoring school(s). The District shall ensure that athletic complexes and their parking lots are not scheduled to separate groups at the same time.

#### School District Athletic Fields

• Summer Use (Last Day of School until July 31)

Once the school year concludes, only District-identified fields are available for the District's WIAA athletic programs. Priority will be given to each building's school field; if unavailable, alternative District sites will be made available. During summer, District athletic programs have priority from 8:00 am to 5:00 pm on weekdays and 8:00 am to 12:00 pm on Saturdays. Requests for additional time will be considered, but are not guaranteed by SPR.

• School Year Use (August 1 until the last day of school)

Throughout the school year, District-identified fields are prioritized for the District's WIAA athletic programs on weekdays after school until 7:00 pm. On Saturdays, this priority continues for District WIAA programs from 8:00 am to 12:00 pm; middle school activities have Saturdays reserved from 8:00 am to 4:00 pm.

If SPR or community use is needed, SPR will contact the district to determine availability of field.

During District allotted time, prioritization is as follows:

- 1. Varsity games
- 2. Junior varsity games
- 3. Varsity practices
- 4. Junior varsity practices
- 5. Sophomore/freshmen games and practices
- 6. Lincoln & West Seattle High School\*
- 7. District club sports\*
- 8. SPR's youth programs
- 9. BIPOC youth programs
- 10. Non-SPR youth programs
- 11. BIPOC adult programs
- 12. SPR's adult programs
- 13. Non-SPR adult programs
- \*may extend past 7:00 pm

For District baseball/softball practices or games, end time shall be no later than 7:00 pm for practices and 7:15 pm for games. This time may be extended by request to SPR's scheduler in writing 30 days in advance with a schedule of events.

The District shall schedule on its own fields first and then on Parks' fields as needed for overflow.

#### School District Tennis Courts

Tennis courts will be scheduled through SPR. Tennis courts will be available for community use after 7:00 pm for practices and 7:15 pm for matches during the school year. This time may be extended by request to SPR's scheduler in writing 30 days in advance with a schedule of events.

### School District Performing Arts Facilities

All District performance centers are available for scheduling under this Agreement. District sponsored activities are given first priority for District performance centers. SPR will be given second priority for scheduling SPR sponsored performing arts practices and performances only. SPR may request District performance centers for public meetings, but the District reserves the right to grant approval for use on a case by case basis. Scheduling requests shall be coordinated with the District's Building Rental Coordinator, in consultation with each individual high school's rental designee.

## IV. Specific Facilities and Grounds Covered by this Agreement – SPR

### SPR Community Centers

All community centers are available for scheduling under this Agreement. District principals may negotiate with Community Center Coordinators for space. SPR programs have first priority and District usage will have second priority during regular school instructional hours.

#### SPR Swimming Pools

### School Programing

SPR supports District pool programs. All SPR indoor swimming pools are available for scheduling under this Agreement. School Principals, or their designee, are to request pool time for school-day programs. Requests submitted after the usage request deadline in March (see *Appendix D-2*) may not receive requested time. Usage at other times is subject to local availability at each individual pool. Time is generally available for school district use at most pools in the morning, between 8:00 am and 10:00 am. At many locations, time may be available later depending on public programming.

Pool usage may be shared with other schools or with community swimming programs at the discretion of local Aquatic Center Coordinators, in consultation with the school Principal(s) involved. If two SPS schools are sharing time, they are expected to communicate directly with each other. The Aquatic Center Coordinator should be kept in communication but should not function as a mediator. If school program attendance falls below 25 people in the water, SPR will look at sharing the time with opportunities for revenue producing community-based programs.

### > Athletic Programming

Athletic directors work in conjunction with the District's Athletic Office to request practice pool times for the following school year. Requests are collected and submitted to SPR's Aquatic staff. All pools have an available block of time between 7:00 am and 8:15 am for high school swim team, with additional deck time from 6:45 am – 7:00 am. In the event any pool historically used by a school program is closed, SPR Aquatics will work with the District's Athletic Office to secure an alternative time and/or site, as needed.

The District Athletic Office will work with the Metro League's commissioner to provide a competition schedule for the following school year to SPR's Aquatic staff. Swim meets are scheduled on Fridays from 3:00 pm – 6:00 pm. Additional pool time may be made available on non-school days (weekends, in service days and holidays) when it does not conflict with other scheduled uses.

Program	Facility	Days	Times
PE Swim – Pool Times (School/Class)	SPR Pools	M-F	Case by case basis

Swim Team – Deck Time (Athletics)	SPR Pools	M-F	6:45 am – 7:00 am
Swim Team – Practice Time (Athletics)	SPR Pools	M-F	7:00 am – 8:15 am
Swim Team – Meets (Athletics)	SPR Pools	Fridays	3:00 pm – 6:00 pm

The most up to date procedures and rules for use of SPR swimming pools are found in <u>SPR's Schools</u> in <u>Pools</u>.

#### SPR Tennis Courts

All SPR outdoor tennis courts excluding the Amy Yee Tennis Center and the Tennis Center at Sandpoint, are available for scheduling under this Agreement.

#### School Programing

District principals will be given first priority for scheduling usage during school hours; these requests are to be submitted by the school Principal, or their designee, directly to the Amy Yee Tennis Center staff.

#### > Athletic Programming

Athletic directors, on behalf of their tennis team programming, will have first priority for scheduling usage until 6:00 pm after the close of school to accommodate District athletic team practices/games with the option to extend that time to 6:30 pm. Athletic directors work in directly with SPR's Amy Yee staff to request practice pool times for the following school year. The District's Athletic Office will work with the Metro League commissioner to provide a competition schedule for the following school year to SPR's Amy Yee staff.

#### SPR Athletic Fields

All Parks fields excluding South Park, Montlake Playfield, and West Seattle Stadium are available for scheduling under this agreement.

### School Programing

District principals will be given first priority for scheduling usage during regular school hours from the first day of school to the last day of school programs like physical education. These requests are to be submitted by the school Principal, or their designee, directly to SPR's Senior Recreation Program Specialist in the Athletics Scheduling Office.

#### > Athletic Programming

Athletic directors, on behalf of their school's programming, will have first priority for scheduling usage until 5:45 pm each school day to accommodate District athletic team practices. Athletic directors work in conjunction with the District's Athletic Office to request practice field times. Requests are collected and submitted to SPR's Athletic Scheduling Office by season's specific deadlines (see *Appendix D-2*).

The District Athletic Office will be given priority for scheduling WIAA sponsored Metro League sports: football, track, cross country, baseball, softball, and soccer. However, practice times that extend beyond 5:45pm must have been previously agreed to by SPR and the District Athletic Office.

During District allocated time (until 5:45pm), priority is as follows:

- 1. District athletic team practices and games
- 2. SPR youth programs
- 3. BIPOC youth programs
- 4. Non-SPR youth programs
- 5. BIPOC adult programs
- 6. SPR adult programs
- 7. Non-SPR adult programs

#### V. Additional Items Covered by this Agreement

#### **Baseball/Fastpitch Games and Rain Outs**

For District baseball/softball games, games shall end no later than 6:00 pm with the option to extend that time to 7:00 pm. This time may be extended by request to the SPR's Senior Recreation Program Specialist in writing 30 days in advance with a schedule of events.

In the event of a rain out, the procedure for rescheduling a game is as follows:

- 1. Home team's athletic director (AD) leads reschedule to next available date
- 2. AD communicates directly with assignor to ensure officials are available

3. AD verifies field is available on date and time of reschedule; rescheduled date should NOT be made public (posted online or shared with coaches) until SPR confirms availability.

Note: District coaches should not reschedule on their own

#### Parks Department Scoreboards

Parks will provide a scoreboard operator for games at the request of the District at locations such as Lower Woodland Field #1. The scoreboard operated will be charged at the rate listed in <u>SPR's Fees</u> and <u>Charges Resolution</u>.

#### <u>Attendance</u>

The playfields at Nathan Hale High School and Jane Addams K-8 School, the auditoriums at Nathan Hale High School and Jane Addams K-8 School, and the Meadowbrook Community Center are all located within close proximity of each other. SPR and or the District shall only issue permits for which there is a combined attendance of no more than 1,000 persons on the playfields at all of these facilities outside scheduled school hours.

#### Mandatory Meetings

SPR's Citywide Athletic Manager and SPR's Senior Recreation Program Specialist will attend meetings led by the District for its middle and high school programs. The District will facilitate SPR representative to attend the high school athletic director meeting (August) and middle school athletic coordinator meeting (September).

#### Summer District Athletic Programs

Only District-identified fields are available for the District's WIAA athletic programs during summer (defined as the last day of school until July 31). Priority will be given to each building's school field; if unavailable, alternative District sites will be made available. During summer, District athletic programs have priority from 8:00 am to 5:00 pm on weekdays and 8:00 am to 12:00 pm on Saturdays. Schools' requests for additional time will be considered but are not guaranteed by SPR. Summer field usage requests must be submitted by deadline (see *Appendix D-2*) – if not received by SPR Scheduling Office on time, field availability will not be guaranteed.

#### **Exceptions**

To meet the needs of their respective programs, the District and SPR may occasionally make special arrangements and/or schedule changes which are not consistent with the usage identified (e.g., school renovations and/or construction). Both the District and SPR recognize this situation and will cooperate to the fullest extent possible in accommodating these needs, provided that such arrangements do not permanently violate the intent of this Agreement.

Facility	Program	Days	Times
District Fields/Complexes	District WIAA Field Sports	M-F	Until 7:00 pm
District Fields/Complexes	District WIAA Field Sports	Saturdays	8:00 am – Noon
District Fields/Complexes	District Middle School Field Sports	Saturdays	8:00 am – 4:00 pm
SPR Fields	District WIAA Field Sports	M-F	Until 5:45 pm
District Fields/Complexes	Baseball/Softball Practices	M-F	Until 7:00 pm
District Fields/Complexes	Baseball/Softball Games	M-F	Until 7:15 pm
SPR Fields	Baseball/Softball Games	M-F	Until 6:00 pm
District Courts	Tennis Practices	M-F	Until 7:00 pm
District Courts	Tennis Games	M-F	Until 7:15 pm
SPR Courts	Tennis Practices	M-F	Until 6:00 pm
SPR Courts	Tennis Games	M-F	Until 6:30 pm
SPR Pools	PE Swim – Pool Times (School/Class)	M-F	Case by case basis
SPR Pools	Swim Team – Deck Time	M-F	6:45 am – 7:00 am
SPR Pools	Swim Team – Practice Time	M-F	7:00 am – 8:15 am
SPR Pools	Swim Team - Meets	Fridays	3:00 pm – 6:00 pm

#### District Priority Scheduling Times on District and SPR Fields

## Appendix B-1

# Joint Use Summary of Benefits - Annual Report



Joint Use Summary of Benefits	- Annual Report	
Description and Outcomes of Joint Use	District Facility	SPR Facility Hours
	Hours of Use	of Use
Educational and Non-Athletic	Programming	
SPR-operated after-school programs and care in District facilities		
CLC Program (School program contracted by Parks)		
District during and after-school programs, meetings, retreats, gym use, rallies and other events scheduled in SPR community centers		

## Educational and Non-Athletic Total

Athletic Programming		
	District Athletic Fields (Hours)	SPR Athletic Fields (Hours)
District athletic programs use of SPR fields		
SPR programs use of District fields		
Third-party use of District fields for youth and adults by SPR on behalf of the District		
District swim teams use of SPR pools (practices, meets, and other competitions)		
Underserved, BIPOC communities' use of SPR & District fields		

# Athletic Programming Total

## Appendix C-1

# Leases and Property Agreements between the District and SPR

This table lists a compilation of known agreements and leases both formal and informal, between SPR and the District. It is not intended to have any legal effect on the Joint Use Operating Agreement; rather it is for information and/or research purposes. This document is to be used for reference only. To verify information on any listed property below, contact: SPR Department (206-684-4860) for Parks related questions and District Facilities (206-252-0609) for School District related questions.

Parks Facility	School Facility	Lease/Agreement
Alki Community Center	Alki Elementary School	1953 (A)
Ballard Pool	Ballard H.S. Playfield	1970 (A)
Ballard Tennis Courts	Ballard H.S.	1974 - 2014 (L)
Bitter Lake Community Center	Thompson Junior H.S.	1963 (A)
Brighton Playfield	Sharples Alt. Secondary School	1950 - 2049 (L)
Cascade Playground	Coe Elementary School	1934 (A)
Cleveland Playground	Cleveland H.S.	1931(A)
Coe Playground	Coe Elementary School	1982 - 2022 (L)
B.F. Day Playground	B.F. Day School	1910(A)
Dearborn Park	Dearborn Elementary	1983 - 2023 (L)
Garfield Community Center	Garfield H.S.	1975 - 2015 (L)
Hiawatha Playground	West Seattle H.S.	1958 (A)
High Point Playfield	High Point Elementary School	1978 - 2018 (L)
Hutchinson Playground	Emerson Elementary School	1978 - 2018 (L)
Interbay Playfield	Seattle School District	1940 - 2039 (L)
Judkins Park	Washington Middle School	1975 – 2015 (L)
Laurelhurst Recreation Center	Seattle School District	1950 (A)
Lawton Park	Lawton Elementary School	1955 (A)
Helene Madison Pool	Ingraham H.S.	1958 (A)
East Magnolia Playground	Magnolia Elementary School	1950 - 2049 (L) *
Magnolia Playfield	Seattle School District	1952 - 2051 (L)
Magnolia Community Center	Blaine Junior High	1952 - 2051 (L)
Maplewood Playfield	Maplewood Elementary School	1975 (A)
Meadowbrook Community Center	Nathan Hale H.S.	1963 (A)
Miller Community Center	Meany Junior High	1963 (A)
T.T. Minor Play Area	T.T. Minor Elementary School	1979 - 2019 (L)
Nathan Hale Soccer Field	Nathan Hale H.S.	1982 - 2022 (L)
Queen Anne Bowl	North Queen Anne Elementary	1952 (A)
Queen Anne Community Center	McClure Junior H.S.	1964 (A)

Rainier Beach Community Center	South Shore Middle School	1971 (A)
Parks Facility	School Facility	Lease/Agreement
Ross Playground	Ross School	1940 - 2039 (L)
Roxhill Playground	Roxhill Elementary School	1960 - 2059 (L)
Southwest Community Center	Denny Junior High	1974 - 2014 (L)
Wallingford Playground	Hamilton Junior High	1970 (A)
York Playground	Muir Elementary School	1936 (A)

(A) = Agreement (L) = Lease

\* The lease was ended, and this property and uses of the playfield by Magnolia School will be handled under the current JUA Operating Agreement.

Appendix D-1 Schedule of Key Dates – Facilities



# **Steps to the JUA Annual Scheduling Process**

**District Facilities, SPR Community Centers and Pools** 

**By last Friday in March,** SPR will submit a completed *Facilities Request Form* (see *Appendix D-4*) to the School Principal via email.

All Community Center and Advisory Council programs requiring District facilities should be determined; all programs should be identified throughout the year (school breaks and special events).

- **By first Friday in May,** SPR will return completed forms (*Appendix D-4*) to SPR's Athletic Scheduling Office. All completed forms are due to SPR's School/Parks Special Events Scheduler (include school year, school breaks and special events), <u>via email</u>. Incomplete request forms will be returned. Handwritten forms are not accepted.
- **By the last Friday in August**, SPR will enter facility requests via District scheduling system for school building to view.

Date	Description
	Forms emailed to Principals from SPR Coordinators - determine next
Last Friday in March	year's programs
First Friday in May	Coordinators and Principals, set-up meetings to discuss requests.
Last Friday in August	SPR will enter requests into District scheduling system
* * * * * * * * * * * * * * *	*****

# To schedule usage after the above deadlines

#### SPR Request for District Facilities

Complete request forms and send to the school to see if the space is available and ask Principal to sign it. Handwritten forms are not accepted. Signed forms should be sent to School/Parks Special Events Scheduler, **15 working days before the first day of usage**, via email.

#### **District Request for SPR Facilities**

District staff must check with the community center or pool staff to see if the space is available. Send the "School Use of Parks" request form to the school office electronically. <u>Handwritten requests are not accepted</u>. Parks staff should send signed forms to School/Parks Special Events Scheduler, **10 working days before the first day of usage**, via email.

## Schedule of Key Dates – Fields, Pools, and Tennis Courts



Review Appendix A-1 for the District's Priority Scheduling Times on District and SPR Fields

### Deadlines for School Programming – Submitted Annually

Field Requests

Use Field Request- Form (see Appendix D-5)

Principal submits requests to SPR Athletic Scheduling

Pool Requests

Use Facilities Request - Form (see Appendix D-4)

Principal submits requests to local Aquatics Center Coordinator

Tennis Requests

Use Field Request- Form (see Appendix D-5)

Principal submits requests to Amy Yee Tennis Center

Season	Principal Submits Requests to <b>SPR*</b>	SPR Releases Permits for School Requests	Principal Notifies SPR of Any Needed Modifications
For Following School Year	Second Friday in March	Friday Monday in May	Second Friday in May

### Deadlines for Athletic Programming – Submitted Seasonally

Field Requests (Practices/Games)

Practices (see Appendix D-5) Games (see Appendix D-6)

Season	AD Submits Requests to District Athletics	District Athletics Submits Requests to <b>SPR Athletics</b>	SPR Releases Permits for Athletic Requests	AD Notifies SPR of Any Needed Modifications	
Winter	Third Friday in	Fourth Friday in	First Monday in	Second Friday in	
winter	September	September	November	November	
Coring	First Friday in	Second Friday in	First Monday in	Second Friday in	
Spring	November	November	February	February	
Summer	Third Friday in	Fourth Friday in	First Monday in	Second Friday in March	
Juimer	January	January	March	Second Friday in March	
Fall	Second Friday in	Third Friday in	First Monday in May	Second Eriday in May	
Fall	March	March	FILSE WOULD AY III WAY	Second Friday in May	

Pool Requests (Practices)

Season	AD Submits	District Athletics	SPR Releases	AD Notifies SPR
	Requests to	Submits Requests	Permits for	of Any Needed
	District Athletics	to <b>SPR Aquatics</b>	Athletic Requests	Modifications
For Following	Second Friday in	Third Friday in	First Monday in	Second Friday in
School Year	March	March	May	May

Tennis Requests (Practices)

	AD Submits	District Athletics	SPR Releases	AD Notifies SPR
Season	Requests to	Submits Requests	Permits for	of Any Needed
	District Athletics	to <b>SPR Amy Yee</b>	Athletic Requests	Modifications

Spring	First Friday in	Second Friday in	First Monday in	Second Friday in
Spring	November	November	February	February

## Annual Letter to Principals – School Based Programs

Date:

**Dear Principals:** 

We are partnering to coordinate your school-based programs' use of community centers, fields, pools, and tennis facilities for the XXXX-XXXX school year. The Joint Use Agreement requests should cover usage during the school year from 8:00 am – 3:00 pm. (Please note these are **not** requests for District sponsored high school or middle school athletic programming.)

٠	Community Center
	Submit to Parks Special Events Scheduler
	( <u>athleticfieldscheduling@seattle.gov</u> ) (206) 684-7137
	Use the attached Facilities Request Form. Consider all your school's needs, remembering school
	recess, PE class, site-based childcare, before and after-school use must be included in your request.
•	Fields

$\triangleright$	Submit to Sr. Recreation Program Specialist
	(athleticfieldscheduling@seattle.gov) (206) 684-7204
	<b>T</b> 1.0 1

Tennis Courts
 Submit to Recreation Program Specialist
 (burning of the duling County (200) CR4 7404

(<u>tenniscourtscheduling@seattle.gov</u>) (206) 684-7464

Use the attached *Field Request Form*. Work with your building's programs such as physical education and student activities to discuss the XXXX-XXXX school year use (e.g., field days, etc.).

•

 $\triangleright$ 

### Pools

Submit to your local pool's Aquatic Center Coordinator

Use the attached *Field Request Form* to coordinate all pool usage during the school day, such as adaptive physical education classes. Reminders include potential shared pool use with public programs and only teachers with a current Lifeguard Training certification (available through SPR) may lead swimming programs. To review all outlined safety standards and specific policies, use <u>SPR's</u> <u>"Schools in Pools"</u> document. Note: Two weeks' notice is the standard for change requests, lifeguard requests, etc.

# The deadline to receive usage requests for all facilities during the XXXX-XXXX school year is the second Friday in March: MMMM DD, YYYY.

To ensure any necessary changes are resolved in time to secure the facility, please review your permits once received and contact the specific SPR representative by MMMM DD, YYYY for changes. For additional assistance, please contact Parks Special Events Scheduler, at <u>athleticfieldscheduling@seattle.gov</u> or (206) 684-7137. Thank you for your continued cooperation.

Sincerely,

XXXXXXXX XXXXX Citywide Athletics Scheduling Manager 300 Elliot Ave W Suite 100 Seattle, WA 98119 (206) 684-7094

## **Facilities Request Form**

**Directions**: The following form should be used by District schools to request SPR community centers and pools. It should NOT be used for any fields.

SEATTLE PUBLIC SCHOOIS	P		of Schools/Sch 202X-XX Schoo	ol Year	of Parks	G	Seattle Parks & R	ecreation
SCHOOLS			Facilities Reques	TFORM				
School	CC/Pool	Area	Dates of Use	Days	Time	# of Hrs	# of Days	Total Hrs
Inglewood HS	Hoover CC	Gym	9/9/20-6/18/21	W	12p - 2p	2	38	76.00
Example 🕇								
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
arks Rec. Coord.			Print N	ame			Date	
and rec. coold.								
lease type informa	ation above, <u>handwrit</u>	ten forms will no	ot be accepted, and ret	urn signed for	m to Parks' Fac	ility Coordin	ator.	
lease use this req	uest form for Parks c	community center	ers and pools ONLY, no	t fields.				
ubmit request forr	n, via email, fifteen (1	15) business da	ys prior to the first day	of usage				
			s Coordinator for final					

Field Request - Form



## FIELD REQUEST FORM – DISTRICT USE

REQUIRED ONLY MARK ONE (1) RESPONSE	ATHLETIC Programming:	SCHOOL Programming:
REQUIRED	School: Select high school.	If Other: Click here to enter OTHER school.

REQUIRED	Season: Choose an item.	Start Date: Select Date	End Date: Select Date

Sport/Team	Location	Days/Week	Times
Example:	FHS Field	Mondays - Fridays	9:00 am - 1:00 pm
Football Team	FHS Field	Saturdays	3:00 pm - 8:00 pm

Send ATHLETIC scheduling r	equest forms to:	Send SCHOOL USE scheduling request forms to:		
District Athletic Office		Parks Athletics Scheduling Office		
Athletics@seattleschools.org	206-252-1800 (Tel)	athleticfieldscheduling@seattle.gov	206-684-4077 (Tel)	

### **Field Requests - Games**

The District will supply SPR with a consolidated game schedule consisting of all divisions within the league and the fields that are being requested. When possible, the District should prioritize District fields before requesting SPR fields. Requests should be emailed directly to Senior Recreation Program Specialist in the Athletic Scheduling Office and include the District Athletic Office. To minimize confusion, the District will refrain from publishing or sending out game schedules until after SPR has issued all permits for each game and location requested.

Additional information on the game schedule should include:

- Year of request
- Level (Varsity, Junior Varsity, etc.)
- Sport
- Game date
- Start time (include warm-up time and game start)
- Visitor team
- Home team
- Specific site/complex requested (do not just list "visitor @ home")
- Include post-season (playoff) schedule

*Note: Only SPR fields/facilities will be permitted; non-SPR spaces must be scheduled through their agencies.* 

### Example -:

School Year: 20xx-20xx Level: Junior Varsity Sport: Football
--

Date	Start Time	Visitor	Home	Site
Week 1	12:00 pm	Newport	Rainier Beach	SE Athletic Complex
Monday	6:00 pm	Roosevelt	Redmond	Redmond HS
5-Sep-xx	3:30 pm	Lynwood	Ballard	Ballard HS
	6:00 pm	North Kitsap	Nathan Hale	NE Athletic Complex
Week 2	3:30 pm	Kennedy	Seattle Prep	Montlake Playfield
Monday	5:30 pm	Blanchet	Archbishop Murphy	Archbishop Murphy HS
12-Sep-xx	6:00 pm	O'Dea	Newport	Newport HS
	3:30 pm	Franklin	Olympic	Olympic HS
	4:30 pm	Ingraham	Chief Sealth	SW Athletic Complex
	5:00 pm	Rainier Beach	Ingraham	NW Athletic Complex

### Equity on Fields/Facilities

Seattle Parks & Recreation and Seattle School District are committed to supporting and providing access to our underserved, black, indigenous, and people of color (BIPOC) community members. Our Equity on Fields/Facilities program will serve as a tool to provide access to BIPOC users and groups on both SPR and District facilities cited in JUA.

### Applicants

To promote consistent field usage for BIPOC users and groups, both agencies developed the following criteria to distinguish these underrepresented community members:

- BIPOC members (focus on users)
  - All group participants must be Seattle residents; consideration will be given to those with legacy/cultural roots/connections in Seattle
  - At least 60% of participants in group must identify as BIPOC
    - BIPOC status will be determined in review of <u>demographic data of area</u> to demonstrate ratio of disparity to grow participation
- BIPOC-led groups or groups committed to BIPOC outreach
  - Group is a non-profit organization and/or a community-based organization
    - May require proof (ex. 501-c-3) of non-profit status
    - May require submittal of most recent annual report
  - Group must be based out of Seattle and composed of Seattle residents
  - Group should demonstrate community outreach efforts toward BIPOC groups
    - May require direct partnership with District or SPR
  - Group should offer free or substantially lower rates to its BIPOC participants
    - May require proof of discounted rate as compared to other users

#### Review

The criteria above will be reviewed annually. If advisory group is established, applicants must be reviewed and accepted into a user group membership based on criteria set by the advisory group; accepted groups can then work with SPR/District to schedule use of requested field/facility.

### Supports

To serve the needs of its community members, both agencies work to offer the following supports to the groups above:

- Phased-in fee structure over time to build BIPOC participation
- Low fee rates to encourage program growth
- Fee waivers to eliminate financial barriers

- Dedicated priority usage (See Appendix A-1)
- Commitment to focus access onto neighborhood fields
- Donation option listed in registration process for rental customers to make additional contributions to support BIPOC groups
- Offer additional information and opportunities on grants

### Process

To secure field space, groups should complete Fee Waiver Form - Equity on Fields/Facilities and submit to SPR's Athletic Scheduling Office; additional documentation may be required to complete application. Forms and all supplemental materials must be received by season's specific deadlines (see *Appendix D-2*). Groups will receive a permit to confirm their booking(s).

## EQUITY ON FIELDS/FACILITY USE FEE REDUCTION APPLICATION

- See "Fee Reduction Guidelines" (Form D-35) for information regarding Fee Reduction applications.
- Please submit a letter requesting a fee reduction along with this application; the letter should include how the event/program serves to provide access to BIPOC community members at a City of Seattle Parks and/or Seattle Public School facility. Requests must be submitted at least 30 days in advance of the first requested use.
- Previous reduced fees are not a guarantee of future reductions.

Organization	Contact Nam	ie
Street Address	City, State, Zi	ір
Phone	Email	
Requested Facility/Spaces	Requested D	ates & Times
Intended Use or Type of Event	_	
Anticipated Attendance	Cost to Participants	Requested Fee Reduction
Have this organization previously red	ceived a fee reduction?	s 🗌 No 🛛 Date(s)
If insurance is required for event, I k (initial)	now I must provide documen	tation 30 days prior to event:

Seattle Parks and Recreation Fees and Charges document includes a reduced fee category (Class A) for advertised, noncommercial, public events/meetings that are for the general public and are scheduled during operating hours. No admission fee, vendor fee or donation is permitted for Class A activities.

Department Use ONLY:						
Permit #	Site:					
Description of Fees	Standard Fee	Reduction Requested	Fees Due			
Booking Fee	\$	NA	\$			
Refundable Security Deposit	\$	NA	\$			
Staff Fees	\$	NA	\$			
Facility Fees	\$	\$	\$			
Custodial/Maintenance Fees	\$	\$	\$			
Other Fees: (list)	\$	\$	\$			
Rental Total, including deposit	\$	\$	\$			

APPROVAL ROUTING									
Initial Date Initial Date									
Scheduling Coordinator			Sent to Scheduling Coordinator						
Manager			Sent to Requestor						
Director (or Designee)			Entered onto Tracking Log						
Approved: Yes No									
BSC: AN SharePoint Email									
	D	epartmen	t Use ONLY:						
Staff Submitting Form:	Site:	Phone:							
Does this activity support a P	arks or City	Initiative?	Yes No						
If yes, which initiative	e?								
Is Parks already providing thi	s service?	Yes 🗌 N	0						
If yes, when and whe									
Has this organization received	•								
If yes, how many hou	irs of use in	this calend	dar year?		1				
	<u>Staff</u>	<u> Checklist –</u>	Forms to Submit:						
Application	Application Letter from Organization Permit								
Instructions for Processing and Routing Facility Use Fee Reduction									
1. Complete the <b>'FACILI</b>	1. Complete the 'FACILITY USE FEE REDUCTION APPLICATION' form and submit with a letter from								
	-	e reduction.	(Letter to include how the event/pr	ogram sup	ports				
BIPOC community me	-								
2. In Facility Manageme			Internedictaly, Due 20 days Driver, Du		) over of				
• Payment Sche Current Mont			Immediately, Due 30 days Prior, Du	e on First L	Jay OI				
			of the account <i>"Today's Date</i> DO N		=_				
			m Director/Superintendent for perin						
-		• •	SC, and your manager will know the						
approved A/R	r.)			-					
3. Scheduling Coordinate	or complete	es the <b>'Star</b>	dard Fee', 'Reduction Requested' a	and <b>'Fees D</b>	ue'				
•			, and Department Use ONLY areas a						
4. Scheduling Coordinator initials approval and submits request including application, letter, and									
copy of rental reserva		0	formation and decuments are inclu	ما م م م م ا م ا	-				
_			formation and documents are inclu- approve the fee reduction. If approv						
	•		h a memo to the packet.)	veu, ivialiag	ser				
	-		-	included.	logs				
-	<ol> <li>Scheduling Coordinator reviews the packet ensuring all required documents are included, logs the request on 'Facility Use Fee Reduction Tracking Log,' and assigns a log number.</li> </ol>								
-	-		approved/rejected application to th		ng				
organization/user.									

8. If approved, the scheduling coordinator then applies the fee reduction to the organization/user's permit.

### Interbay

## **Interbay Stadium Scheduling Priorities**

### Interbay Stadium

In 1997, the City authorized the SPR Superintendent to amend the 1940 lease agreement for Interbay Playfield between the District and the City to allow construction and stadium usage; this was consistent with the 1997 agreements between the City and Seattle Pacific University (SPU). The new agreement allowed the District 175 hours (subject to change) of scheduled usage and encouraged the District to exchange the District's Interbay property for other property owned by the City.

The following guidelines have been established to ensure fair and consistent scheduling between the three parties (District, SPR, and Seattle Pacific University):

### Scheduling Priorities

- 1. SPU has priority scheduling during the fall season (August 1- December 15) for games and practices.
- District games, practices, and physical education classes during the fall season (August 15- December 15) will be scheduled after the SPU use is scheduled. SPU games that require rescheduling may preempt the District's use.
- 3. During the spring season, the District game schedules will have priority. SPU and the District's practice and class schedules will be scheduled cooperatively with dates that are requested by both parties mediated by Citywide Athletic Scheduling Office.
- 4. Agencies will not be scheduled for block bookings. Exact times of practices or games will be scheduled with the Citywide Athletic Scheduling Office. This will allow scheduling staff to know when the facility is available.
- 5. Community league games and practices will be scheduled after SPU and District requests are scheduled.

To ensure the above scheduling guidelines for use of Interbay Stadium are accomplished, it is important both SPU and the District adhere to the deadlines outlined in their respective agreements with SPR (see *Appendix D-2*).

Note: Interbay Stadium is a lighted and locked facility which requires SPR staff. District will be charged for staffing and any lights required.

## Remittance of Funds Schedule

This remittance of funds shall be accompanied by a summary of all field rental revenues including but not limited to youth, adult, staffing and lighting fees. SPR will transmit District athletic facility fees to the District quarterly.

Quarter	Receipt
First Quarter Revenue	First Friday in May
Second Quarter Revenue	First Friday in August
Third Quarter Revenue	First Friday in November
Fourth Quarter Revenue	First Friday in February

## SPR Billable Items to District

### SPR Expenses Billable to the District:

- Labor costs (including directly related benefit and tax costs) directly related to the Citywide Athletic Office and Amy Yee Tennis Center staff scheduling District use of District fields
- Labor costs (including directly related benefit and tax costs) directly related to the Citywide Athletic Office and Amy Yee Tennis Center staff scheduling third-party use of District fields
- Labor costs (include directly related benefit and tax costs) directly related to Citywide Athletic Scheduling Office scheduling District facilities in its internal database system or any other District-owned scheduling database
- Credit card & ActiveNet processing fee charged at 3% (billed annually, not quarterly)
- Any additional expenses mutually agreed by the District and SPR

### SPR Expenses Absorbed as Part of the Joint Use Agreement:

- SPR's Citywide Athletic Scheduling labor expenses for all hours related to scheduling SPR pools
- Cash shortages and overages
- Costs for transmitting revenue to the District
- Deposit reconciling
- Researching and resolving cash handling problems

Hourly Billable Rates for Labor and Non-Labor

Hourly Rates for District Labor and Non-Labor				
Custodial Support				
*include normally schedule hours/rate and overtime hours/rate				
Security				
Lighting Fee				
Heat				
Miscellaneous Equipment				

Hourly Rates for SPR Labor and Non-Labor				
Lifeguard				
Community Center Building Monitor				
*include normally schedule hours/rate and overtime hours/rate				
Security				
Staffing Fee				
Lighting Fee				
Miscellaneous Equipment				

## Cooperative Capital Resource Development Projects

Where possible, SPR and the District will pursue opportunities to develop and improve joint use facilities and equipment to support programming by both agencies. SPR and the District will coordinate any capital improvement plans and construction in order to minimize impact to District, SPR community, and recreational users.

To engage this relationship, both SPR Planning & Development and District Capital Departments will attend JUA team-led quarterly meetings. Prior to this meeting, there will be an established agenda of topics from each agency, including (but not limited to) their upcoming project lists. Any significant renovations need at least 12-months' notice to both the District and SPR; these projects are to be included in these project lists.

The District identifies funds for projects through their BEX V Levy funds.

SPR Facilities

Part of the JUA's goal is to agree on a partnership for the replacement and capital improvement on projects. SPR defines "SPS Primary User" as fields and locations where the District is the primary user (more than any other group) due to availability of fields; this can be converted into a metric of 40% of hours used. Below are the locations identified as "SPS Primary User" facilities which SPR seeks to replace within this JUA term:

### **Capital Replacement Projects**

- Miller Playfield (Synthetic Replacement) Meany MS (2022) projected
- Hiawatha Playfield (Synthetic Replacement) West Seattle HS (2022) projected
- o Jefferson Playfield (Synthetic Replacement) Mercer MS (2024) projected
- Lower Woodland #1 (Synthetic Replacement Infield Only) Lincoln/Roosevelt HS (2023) projected
- Lower Woodland Tennis Courts (Re-surfacing) Lincoln/Roosevelt HS (2022) projected
- o Rainier Tennis Courts (Re-surfacing) Franklin HS (2022) projected
- Amy Yee Tennis Center Courts (Re-surfacing) Garfield HS (2025) projected

Other Considered Capital Improvement Projects

- University Place Playfield
- Wallingford Playfield
- West Seattle Stadium
- District Facilities

SPR will support projects where the community benefits as users of District fields and facilities. Below are the locations are identified facilities which the District seeks to replace within this JUA term:

Capital Projects

- Green space/gardens
- Restrooms
- Mercer Replacement (New School Construction) Mercer MS
- Whitman Field (Lighting Installation)– Whitman MS
- Madison Field (Widen Track, Synthetic and Lighting Installation) Madison MS
- Jane Addams Fields (Lighting Installation) Jane Addams MS / Nathan Hale HS
- Pinehurst Playfield (Synthetic Installation) Hazel Wolf K-8
- West Seattle Field (Synthetic Installation, Covered Batting Cage) West Seattle HS

Capital Improvement Projects

- Ingraham (NWAC)
- Rainier Beach (SEAC) (2022) projected

## How to Contact the District and SPR

Emergencies	Police and Fire - Call 911.		
District Facility Emergency Contact	SPR Facility Emergency Contact		
Safety and Security Office (206) 252-0707 24 Hour Staffed	Parks Security (206) 684-7088		
	Parks Duty Officer (Pager) (206) 684-7250		

SPR Facilities					
Amy Yee Tennis Center	Aquatics (Pools)				
Matthew Look <sup>*</sup> , Senior Recreation Specialist <u>Matthew.Look@seattle.gov</u> 206-684-7464	Mike Plympton, Aquatics Manager Mike.Plympton@seattle.gov 206-684-7099				
*NOTE: This person is the primary contact for Seattle Public Schools competitive programs.	Bill Dougherty, Aquatic Senior Coordinator Bill.Dougherty@seattle.gov 206-684-7185				
	Ann Busch <sup>*</sup> , Aquatic Liaison with the District Ann.Busch@seattle.gov 206-684-7223				
	*NOTE: This person is the primary contact for Seattle Public Schools competitive programs				

int Use Agreement – General Information         Seattle Parks and Recreation (SPR)       Seattle School District					
Seattle Parks and Necleation (SPR)	Seattle School District				
City Wide Athletics Manager	Facilities - Building Rental Coordinator				
300 Elliot Ave W Suite 100	2445 Third Avenue South				
Seattle, WA 98119	Seattle, WA 98124				
Tel: (206) 684-7094	Tel: (206) 252-0640				
Fax: (206) 423-1508					
http://www.seattle.gov/parks	http://www.seattleschools.org				

## District Schools Adjacent to SPR Facilities

School	Park Facility	Park Acres	Community Center	Playfield	Tennis Courts	Play Areas	Swimming Pool
Adams	Ballard	3	•	•		•	
Addams	Meadowbrook	18		•		•	
Alki	Alki	4	•		•		•
Aki Kurose	Brighton	12	•	•	•	•	
Ballard	Ballard	1			•		
Beacon Hill	Beacon Hill	3			•		•
Blaine	Magnolia	15		•	•	•	
Broadview	Bitter Lake	7	•	•	•	•	
Cleveland	Cleveland	3	•	•	•	•	
B.F. Day	B.F. Day	1		•	•		
Dearborn Park	Dearborn Park	5		•			
Dunlap	Rainier Beach	11					
Emerson	Hutchinson	4	•	•	•		•
Fairmount Park	Fairmount	5		•		•	
Garfield	Garfield	9		•		•	
Hamilton	Wallingford	4	•	•	•	•	•
High Point	High Point	11		•	•	•	
Highland Park	Highland Park	7	•	•	•	•	
Ingraham	Madison Pool	4		•	•	•	
Lafayette	Hiawatha	11					•
Lake City	Lake City	3	•	•	•	•	
Laurelhurst	Laurelhurst	14					
Lawton	Lawton	8	•	•	•	•	
Leschi	Leschi	3		•		•	
Lincoln	Wallingford	4			•	•	
Madrona	Madrona	2		•	•	•	
		2		•	•	٠	
Magnolia Maple	E. Magnolia	15		•		•	
Mann	Maple Wood Garfield	9		•		•	
McClure	Queen Anne		•	•	•		•
		6	•	•		•	•
Meany	Miller	6	•	•	•	•	
Mercer	Jefferson	9		•			
Nathan Hale	Meadowbrook	18	•	•	•	•	•
N Queen Anne	Rodgers	14		•	•	٠	
Rainier Beach	Rainier Beach	11			•		
Roxhill	Roxhill	14		•		•	
Sacajawea	Sacajawea Park	3				•	
Schmitz Park	Schmitz Park	so					

School	Park Facility	Park Acres	Community Center	Playfield	Tennis Courts	Play Areas	Swimming Pool
Seward	Rogers Eastlake	2		•		•	
Sharples	Brighton	12		•	•	•	
SouthShore	Rainier Beach	11	•	•	•	•	•
T. Marshall	I-90 Lid	6		•	•	•	
Van Asselt	Van Asselt	9	•	•	•	•	
View Ridge	View Ridge	9		•		•	
Viewlands	Carkeek	192					
Washington	Judkins	7		•		•	
West Seattle	Hiawatha	11	•	•	•	•	
Whitman	Soundview	11		•	•	•	