

San Rafael City Schools

**Civic Center Policies & Procedures –  
Proposed Updates**

**BP 1330**

**Use of School Facilities**

**A. Purpose**

While district facilities and grounds exist primarily for the instruction and benefit of district students and other educational purposes of the district, the Board believes that school facilities and grounds are a vital community resource which should be made available to foster community involvement and development. Accordingly, the Board authorizes the use of school facilities and grounds by responsible community groups for purposes provided for in the Civic Center Act when district facilities and grounds are not needed for district purposes, and such use does not interfere with school activities, upon the terms and conditions set forth in this policy and other applicable policies, administrative regulations, and exhibits. Use of school facilities and grounds is only authorized to the extent that such use: (i) is consistent with the preservation of order in and the protection of school facilities and grounds; and (ii) does not infringe upon nor interfere with school activities or other school-related uses, or the best interests of the district, its students, or the community.

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The Board recognizes that there are costs involved in non-school related use of facilities and that charges are necessary so that school monies will not be used in support of non-school related activities. Special or additional labor or services may be required, in the district's sole discretion: (1) for safety or security purposes; (2) to protect school facilities and grounds; (3) to maintain order on school sites; (4) to prevent interference with the regular conduct of school work; and/or (5) otherwise to support the civic center use in a safe and efficient manner.

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**B. Authority**

California law permits the Board of a school district to grant the use of school buildings or grounds for public use. The District retains sole discretion to determine which of its facilities shall be made available for use.

**Commented [JKJ1]:** "Authority to Approve or Deny Applications" moved to AR; "Guidelines" moved to Terms & Conditions

The Board may also establish such terms and conditions of usage as it deems proper, subject to the limitations, requirements and restrictions set forth in the Education Code of the State of California.

**Moved down [1]:** 1. All school-related activities (clubs, class events, etc.) shall be given priority in the use of facilities under the Civic Center Act. Thereafter, the use of facilities shall be coordinated by the Superintendent or designee based on the Priority of Users (See section below).¶

The Board has the authority to levy and adjust fees.

Use of school property shall be under the supervision of the Superintendent or designee.

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2. All use of school facilities shall comply with all state and/or local, fire, health and safety laws.¶  
3. Start and end times for Facility Use permits shall be in compliance with city and county noise ordinances respectively.¶  
4. All school grounds are closed from sunset to sunrise; except by authorized permit only.¶  
5 No parking in fire lanes is permitted as fire lanes must be kept clear at all times. Parking in designated areas only; unauthorized vehicles may be cited and towed at owners' expense. (Vehicle Code 22658)¶

**C. Types of Use**

Subject to district policies and regulations, the Board shall make school facilities and grounds under its jurisdiction available as a civic center to citizens, residents, and community groups, for the following purposes:

1. Public, literary, scientific, recreational, educational or public agency meetings.
2. The discussion of matters of general or public interest.
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any religious organization. As required by law, religious organizations using district facilities for the conduct of services shall be charged at least a direct-costs fee.
4. Licensed and registered child care or day care programs to provide supervision and activities for children of preschool and elementary school age.
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.
6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination.
7. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, and shall cooperate in furnishing and maintaining such services as it deems necessary to meet community needs. (Education Code 32282)
8. A community youth center.
9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization, as defined under California Military and Veterans Code section 1800.
10. Other purposes deemed appropriate by the Board.

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**Field Code Changed**

**D. Priority of Users**

District or school-related activities (e.g., educational programs or activities related to the instructional and educational programs of the district, regular conduct of schoolwork, in-school or school related uses such as student clubs, class events, etc.) shall be given priority in the use of facilities under the Civic Center Act. Thereafter, the use of facilities shall be coordinated by the Superintendent or designee based on the Priority of Users. Specifically, use of school facilities and grounds shall be given preference on a first-come, first-serve basis; however, if two or more applications requesting the same facility are received prior to issuance of a Use Permit for that facility, priority shall be given, in the district's discretion, in the following order:

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1. Contracted uses (e.g., leases, joint use agreements, joint occupancy agreements, and license agreements, etc., outside the scope of the Civic Center Act).

2. District/School Support Groups (district and school affiliated groups and support groups, i.e., PTA, Booster Clubs, School-Connected Organizations, Educational Foundations, Community Advisory Committees, etc.).

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**Deleted:** (PTA, Booster Clubs)

3. Civic center users with a longstanding, good relationship with the district (as determined in district's sole discretion) in using district facilities and grounds when requesting use of the same facility historically used by the user for the same program or activity (excludes longstanding civic center users requesting use of different facilities or grounds or different program use).

4. Community-based youth programs (at least seventy-five percent (75%) of program participants must be children residing in district boundaries and/or attending district schools).

5. Non-Profit Community Youth Development & Service Organizations whose primary purpose is to promote youth and school activities, such as Boy and Girl Scouts, YMCA, or Camp Fire USA, etc.

6. Community recreational youth sports leagues (non-profit or public agency) that charge participants no more than a nominal fee (a "nominal fee" means an average of no more than sixty dollars (\$60) per month).

7. Other non-profit or public agency youth programs and activities.

**Deleted:** groups, such as youth sports and recreation groups.¶  
6. Public agency youth recreation activities

8. Public agency adult recreation and activities.

9. Public agency meetings, such as city, county and other school districts, etc.

10. Non-profit adult recreation, such as adult baseball, etc.

11. Non-profit cultural, civic, service, community, or public affairs groups, such as homeowners' groups, senior citizen groups, religious organizations, veterans' groups, etc.

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12. Individual family use for a one-time event, such as a picnic, or birthday party, (not for-profit uses).

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13. Public agency advertising/sponsoring a for-profit use.

14. For-profit uses by individuals or business entities, or other groups,

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14. Religious organizations for services and fund raisers.

15. Movie or commercial film companies.

**E. User Group Categories**

Group 1: District/School Support Groups; Non-Profit Community Youth Development & Service Organizations. "District/School Support Groups" are district and school affiliated groups and support groups whose activities are related to or for the benefit of district schools and students, including, parent/teacher associations (PTA), Booster Clubs, School-Connected

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Organizations (BP/AR 1230), Educational Foundations (BP 1260), and Community Advisory Committees (BP/AR 1220), etc. "Non-Profit Community Youth Development & Service Organizations" are non-profit, volunteer-based, community groups for children organized to promote youth and school activities of district students and schools, and include, Girl Scouts, Boy Scouts, Camp Fire, and YMCA. Non-Profit Community Youth Development & Service Organization programs qualifying for Group 1 must be local, volunteer-based programs for district students that foster student development of academic success, leadership and social skills, good health and physical wellbeing, responsible citizenship and community service practices, cognitive and creative competence, and life skills. Groups using school facilities or grounds for fundraising activities that are not directly beneficial to youth or public school activities of the district, as determined in the district's sole discretion, shall not qualify for Group 1.

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Group 2: Community-based recreational youth sports leagues that charge participants no more than a nominal fee (a "nominal fee" means an average of no more than sixty dollars (\$60) per month), which is used to pay for necessities, such as uniforms, equipment, facilities, snack bars, and trophies. The youth sports league programs qualifying for Group 2 must be local, must be run by volunteers, must not pay coaches, and may be affiliated with local high schools.

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Group 3: Non-profit, public, and religious organizations with a community-focused program, such as cultural, civic, service, recreational, community, or public affairs groups. Examples include, without limitation: homeowners' groups, senior citizen groups, veterans' groups, non-profit or public agency adult recreation programs, etc.; religious organizations for services; other public agencies using the facilities for public agency meetings; non-profit or public agency youth recreational programs that do not qualify for Group 2; other non-profit or public agency youth programs or activities (not including those Non-Profit Community Youth Development & Service Organizations specifically identified in Group 1); individual family use for a one-time events, such as a picnic or birthday party (not for-profit uses), etc.; and all other uses governed by Education Code section 38134 for which mandatory Direct Cost fees (as defined below) are specified. Group 3 uses are all uses (excluding contracted uses) other than those specified as qualifying for classification under Group 1, Group 2, Group 4, or Group 5, unless otherwise specified herein.

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Group 4: Users of school facilities or grounds for any commercial or for-profit activity, or any use for entertainment or meetings where admission is charged, sales completed, or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. The Group 4 category shall apply to all citizens, associations, clubs or organizations which are not qualified for classification as Group 1, Group 2, Group 3, or Group 5, or other uses governed by Education Code section 38134 for which mandatory Fair Rental Value fees (as defined below) are specified. Any monies received may be used for purposes other than the welfare of the students in the district or charitable purposes.

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- Deleted:** users are non profit adult groups, including adult sports and recreational activities; and for profit uses by individual or business entities.
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Group 5: Fair Market, and similar Users; Group 5 users are movie and commercial film companies, and other similar uses outside the scope of the purposes of the Civic Center Act.

Except for uses governed by Education Code section 38134(d) and (e) for which mandatory fees are specified, the district retains, in its sole discretion, all rights to apply any User Group

Category to any user group or use based on the type or category of applicant or use, consistent with the Civic Center Act, California Education Code section 38130, et seq., California Code of Regulations, Title 5, section 14041, and any other applicable law.

**F. Fees for Use of School Facilities**

The cost of making district facilities and grounds available shall be borne by the user in accordance with the Civic Center Act. All groups granted use of school facilities or grounds under the Civic Center Act shall be charged fees in accordance with the Board adopted Civic Center Use Schedule of Fees ("Fee Schedule") except as otherwise provided herein. Costs of use of district equipment, or special or additional labor or services requested or required, shall be charged in accordance with the Fee Schedule. The Fee Schedule shall be reviewed, updated and adopted annually. The Fee Schedule shall be available through the District's Facilities Department office or online at: [www.srcs.org](http://www.srcs.org) (Facilities Use). User shall pay all possessory interest charges and/or taxes levied for use of the facilities pursuant to California Revenue and Taxation Code section 107.6.

Subject to the limitations set forth herein, the following table generally summarizes the type of fee applicable to each User Group Category, and a description of each type of fee is set forth below.

User Group Category	Cost of Special or Additional Labor, Facilities, or Services	Special Fee		Direct Costs		Fair Rental Value	Fair Market Value
		Operational Direct Costs	Capital Direct Costs	Operational Direct Costs	Capital Direct Costs		
Group 1	When applicable						
Group 2	When applicable	Discounted %	X				
Group 3	When applicable			X	X		
Group 4	When applicable					X	
Group 5	When applicable						X

1. Cost of Special or Additional Labor, Facilities, or Services: The use of school facilities and grounds may be permitted at no cost to Group 1 users on regular school days provided that a district employee is available on-site to open, set-up, and secure the facility, and provided that the use does not result in additional costs to district, i.e., for security, custodial, etc. If special or additional labor, services or facilities are required, the district may, at its sole discretion, charge Group 1 users a fee equal in accordance with the district's Fee Schedule, as follows:

- Should any Group 1 user prefer to use school facilities at a time when custodial services are not normally available (for example, on a Saturday, Sunday, an evening, or holiday or if special or additional facilities or services are required, such as personnel or equipment), or the activity exceeds the normal capacity of the custodial services available, the district will charge the Group 1 user a fee equal to the direct cost of those services.
- Should any Group 1 user prefer to use school facilities at a time when school personnel would not otherwise be available to open and close the facilities or grounds as part of his/her normal duties during his/her regular hours, the district will charge the Group 1 user a fee equal to the direct cost of those services.
- Should the district determine, in district's sole discretion, that school personnel must be present during a Group 1 user's use of school facilities or grounds, or if operation of requested school equipment by school personnel is required, and such school personnel would not otherwise be available to perform that function as part of his/her normal duties during his/her regular hours, the district will charge the Group 1 user a fee equal to the direct cost of those services.
- Should the district determine, in district's sole discretion, that school security services are needed during a Group 1 user's use of school facilities or grounds, and would not otherwise be performed as part of the school security personnel's normal duties during his/her regular hours, the district will charge the Group 1 user a fee equal to the direct cost of those services.
- The district will charge a Group 1 user for the cost of utilities directly attributable to the user's use of school facilities or grounds if determined, in the district's sole discretion, that such charge is necessary based on the scope of the use of the facilities or grounds.
- The district will charge a Group 1 user for any other costs directly attributable to the user's use of school facilities or grounds if determined, in the district's sole discretion, that such charge is necessary based on the scope of the use, time, or if special or additional labor, facilities or services are required.

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2. Special Fee. Group 2 users shall be charged a discount fee (which is intended to reflect a reduced charge for Operational Direct Costs, as that term is defined below), plus the user's proportionate share of Capital Direct Costs, as defined below. The discount percentage applied for Operational Direct Costs shall be fifty percent (50%).

The use of school facilities and grounds by Group 2 users shall be permitted at the Special Fee rate on regular school days provided that a district employee is available on-site to open, set-up, and secure the facility, and provided that the use does not result in additional costs to district. If special or additional labor, services or facilities are required, the district may, at its sole discretion, also charge Group 2 users the Cost of Special or Additional Labor, Facilities, or Services in accordance with the district's Fee Schedule in the same manner as described above for Group 1.

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3. Direct Costs: Pursuant to Education Code section 38134 and Title 5 of the California Code of Regulations, section 14037, et seq., Group 3 users shall be charged a fee not to exceed the district's direct costs (Operational Direct Costs and Capital Direct Costs, as defined below), unless otherwise specified herein. The hourly fees charged under the Civic Center Act are intended to reflect the user's proportionate share of the district's direct costs associated with the total use of the school facility or grounds.

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a. Operational Direct Costs

User's proportionate share of the costs of supplies, utilities, janitorial services, services of district employees and/or contracted workers, and salaries and benefits paid to school district employees directly associated with the administration of the Civic Center Act to operate and maintain the school facilities or grounds, including all school and district equipment used by civic center users. (Ed. Code, §38134(g)(1)(A); 5 CCR §14037(b)(2).)

b. Capital Direct Costs

User's proportionate share of the costs for maintenance, repair, restoration, and refurbishment of the school facilities or grounds. (Ed. Code, §38134(g)(1)(B).)

Capital Direct Costs collected pursuant to Education Code section 38134(g) shall be deposited into a special fund for costs of capital maintenance, repair, restoration, and refurbishment as related to the depreciation of school facilities and grounds as accelerated by non-district users. (5 CCR §14042.)

Capital Direct Costs shall not apply to the following:

- i. General classroom facilities, which do not include specialty teaching spaces such as, without limitation, dance studios, music practice or performance spaces, shop, theaters, art studios, laboratories, computer rooms, etc. School grounds, such as, without limitation, athletic fields, tennis courts, track and field venues, basketball courts, etc., are also not general classroom facilities for purposes of this exclusion. Capital direct costs shall apply to all specialty teaching spaces, school grounds, and other nonclassroom spaces. (5 CCR §14037(b)(1)(A); Ed. Code, §38134(g)(1)(B)(i); see generally 5 CCR §14030(c) & (g)-(k).
- ii. Classroom-based programs that operate after school hours where participants spend at least 50 percent of operational hours in a classroom, including, but not limited to, after-school programs, tutoring programs, or child care programs. (5 CCR §14037(b)(1)(B)(i); Ed. Code, §38134(g)(1)(B)(ii)(I).
- iii. Organizations retained by the school or district to provide instruction or instructional activities to pupils during school hours. (5 CCR §14037(b)(2); Ed. Code, §38134(g)(1)(B)(ii)(II).

Operational Direct Costs apply to the foregoing except as otherwise stated herein.

If special or additional labor, services or facilities are required, the district shall also charge Group 3 users the Cost of Special or Additional Labor, Facilities, or Services in accordance with the district's Fee Schedule in the same manner as described above for Group 1.

4. Fair-Rental-Value Fee: Group 4 users shall be charged fair rental value when using school facilities or grounds, meaning the direct costs to the district plus the amortized costs of the facilities or grounds used by the user group for the duration of the activity authorized. If special or additional labor, services or facilities are required, the district shall also charge Group 4 users the Cost of Special or Additional Labor, Facilities, or Services in accordance with the district's Fee Schedule in the same manner as described above for Group 1.

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(1) The applicant shall be a responsible citizen or a responsible organization.¶  
(2) The purpose of the meeting shall be to engage in supervised recreational activities or to discuss any subjects and questions which pertain to the educational, political, economic, artistic, and moral interests of the citizens of the school community.¶

5. Fair Market Value Fee - The Fair Market Value Fee shall be based on the fair market rental value for comparable facilities, and must at least equal Fair Rental Value, as defined above. If special or additional labor, services or facilities are required, the district shall also charge Group 5 users the Cost of Special or Additional Labor, Facilities, or Services in accordance with the district's Fee Schedule in the same manner as described above for Group 1.

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6. Fee Schedule Rate Adjustment: Fee Schedule rates shall be adjusted annually to reflect the increased cost of maintaining the district's facilities, grounds, and equipment. District staff shall annually review the district's operational direct costs and capital direct costs, as well as the fair rental value and the fair market rental value of district's facilities and grounds, and adjust the hourly rates accordingly. Rate adjustments shall take effect on July 1 of each year.

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#### 7. Reciprocal Agreements as Fee Replacement

a. If a non-district organization allows a district organization to use its facilities, a reciprocal agreement may be negotiated and approved by the Superintendent or designee for the non-district organization to use district facilities.

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b. The agreement may be for approximately the same size facility and similar amount of time.

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c. The agreement must comply with, and include, all applicable terms and conditions for use of district facilities and grounds set forth in district's board policies, administrative regulations, and corresponding exhibits, including, without limitation, indemnification, hold harmless, insurance, and liability requirements.

#### 8. Facility Fee Waiver

a. In the district's sole discretion, the facility use fee may be waived if: (1) the user is offering a program to district students that is, to a major degree, an extension of the school instructional program; and (2) the school is requesting the user to provide the service.

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b. The facility use fee may be waived by the Superintendent or designee if, in the district's sole discretion, the user meets the following criteria:

- (1) The district has requested in writing the user to provide the service.
- (2) The organization's program and use of district facilities or grounds directly benefits the students of San Rafael City Schools.
- (3) The organization's improvements to district facilities or grounds benefit the students of the district and not only the organization's program and use.
- (4) The organization contributes to the continuing maintenance and operational costs of district facilities and grounds.
- (5) The organization's program and use does not generate wear and tear and the need for maintenance above normal student use.

**G. Lighted Athletic Field and Stadium Facilities**

- 1. District lighted athletic fields and stadium facilities shall be used primarily for the benefit of district students. District lighted athletic fields and stadium facilities shall be made available to non-district users only when and to the extent that such use will not interfere with the preservation of order in, and the protection of, school facilities and grounds; and will not infringe upon nor interfere with school activities or other school-related uses, or the best interests of the district, its students, or the community.
- 2. In considering whether to grant non-district applicants use of district lighted athletic fields and stadium facilities, the district shall give consideration to, among other factors determined by district, the likely number of attendees, whether there is adequate parking available to support the proposed use, and whether sufficient measures can be employed to minimize adverse impacts to the school facilities and grounds and surrounding community, including, but not limited to, necessary district or school personnel attendants, custodial services, utilities, security services, traffic control, and/or other services or conditions deemed necessary in the district's sole discretion for proper and safe management of the proposed use. If such special or additional facilities or services are required, district may impose specific requirements or conditions on the user, in district's sole discretion. The costs of such special or additional facilities or services shall be borne by the user.
- 3. No request for use of lighted athletic field and stadium facilities shall be granted if such use would cause the total number of events held at the lighted athletic field and stadium facilities to exceed any weekly, monthly, or annual cap on nighttime events imposed by district.
- 4. In the event lighted athletic fields and stadium facilities are made available to a non-district user, the user shall be required to reimburse district for direct costs, including, without limitation, Operational Direct Costs, Capital Direct Costs, and any other direct costs, such as costs of special or additional labor, facilities or services, including utilities, in accordance with district's Fee Schedule.

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The Board shall not grant the use of school facilities for any of the following activities:¶

- 1. Any use by an individual or group for the commission of any act intended to further any program or movement dedicated to overthrowing the United States or State of California governments by force, violence or other unlawful means.¶
- 2. Any use of school facilities or grounds which is inconsistent with their use for school purposes or which interferes with the regular conduct of school or school work.¶
- 3. Any use which is discriminatory in the legal sense.¶
- 4. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco products, on school property.¶
- 5. Any use that includes disorderly conduct including fighting, quarreling, loud, threatening, abusive, insulting or indecent language or noise which may be offensive to other activities or the neighborhood including any music that has offensive language.¶
- 6. Any use of buildings, grounds, or time of day not specifically authorized by the use permit.¶
- 7. Any use that is specifically prohibited by the school district (e.g. skateboarding, dogs, or any other animals that create a safety concern for people or property, etc.)¶
- 8. The use of food and beverages is prohibited in classrooms, gymnasiums, theaters, and office/counseling areas. Any use of food and beverages is restricted to areas specifically authorized.¶
- 9. Unauthorized advertisement or solicitation is prohibited unless written approval is provided by the district in advance.¶
- 10. An event that does not provide for adequate supervision to ensure the safety of participants/visitors and protects the district facilities being used.¶
- 11. Any event that violates the city or county noise ordinance(s) or fire codes.¶

**Commented [JKJ3]: "Application for Use of Facilities" moved to AR**

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

38130-38139 Civic Center Act, use of school property for public purposes

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

MILITARY AND VETERANS CODE

1800 Definitions

[REVENUE AND TAXATION CODE](#)

[107.6 Notification of taxability of possessory interest](#)

[CA CODE OF REGULATIONS, TITLE 5](#)

[14037-14042 Civic Center Act – Proportionate direct costs for use of school facilities & grounds](#)

[14030 Standards, planning and approval of school facilities](#)

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal.2d 167

**Deleted:** Application for Use of Facilities¶  
The Superintendent shall maintain application procedures and regulations for the use of school facilities. Regulations shall include, but not be limited to:¶

1. No organization may obtain a Use Agreement of more than one year in duration. Unless otherwise stated on the Use Agreement, all Agreements for the use of district facilities shall expire on June 30th. Such agreements may be renewed.¶

2. Preserving order in school buildings and on school grounds, and protecting school facilities. If necessary, a person may be designated to supervise this task.¶

3. Ensuring that the use of facilities or grounds under this policy is not inconsistent with the use of the school facilities or grounds for school purposes and does not interfere with the regular conduct of school work.¶

4. Persons or organizations applying for use of facilities shall submit a statement which assures the Board that:¶

a. The facility applied for will not be used to further any program intended to advocate the overthrow of the government of the United States or the State of California by force, violence, or other unlawful means.¶

b. The organization applying does not advocate the overthrow of the government of the United States or the State of California by force, violence, or other unlawful means.¶

c. The organization is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States.¶

5. Any person applying for use of school property on behalf of any society, group, or organization shall be an officer of the applicant group or as a member of the group shall present written authorization from the group to make the application.¶

6. The written "statement of information" shall be submitted on a form (Application and Permit for Use of School Facilities) provided by the district no less ...

**Field Code Changed**

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**Field Code Changed**

**Field Code Changed**

[Danskin v. San Diego Unified School District \(1946\) 28 Cal.2d 536](#)

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 90 (1999)

79 Ops.Cal.Atty.Gen. 248 (1996)

[76 Ops.Cal.Atty.Gen. 52 \(1993\)](#)

LEGISLATIVE HISTORY

[AB 1557 \(2016\)](#)

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

WEB SITES

CSBA: <http://www.csba.org>

Field Code Changed

California Department of Education: <http://www.cde.ca.gov>

Field Code Changed

Policy [SAN RAFAEL CITY SCHOOLS](#)

Deleted: DISTRICT

adopted: March 13, 1989, San Rafael, California

revised: November 22, 2010

revised: January 10, 2011

revised: August 26, 2013

revised:  , 2016

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DRAMA

**AR 1330**

**Commented [JKJ1]:** Text shown as unchanged is existing text from SRCS's current BP 1330 that has been relocated to this AR. Revisions are shown in tracked changes.

Use of School Facilities

**A. Purpose**

The Superintendent shall maintain application procedures and regulations for Civic Center use of school facilities and grounds, which:

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- 1. Preserve order in school buildings and on school grounds, and protect school facilities. If necessary, a person may be designated to supervise this task.
- 2. Ensure that the Civic Center use of facilities or grounds is not inconsistent with the use of the school facilities or grounds for school purposes and does not interfere with the regular conduct of school work.
- 3. Encourage and assist groups desiring to use school facilities and groups for approved Civic Center activities.

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**Deleted:** 1. No organization may obtain a Use Agreement of more than one year in duration. Unless otherwise stated on the Use Agreement, all Agreements for the use of district facilities shall expire on June 30th. Such agreements may be renewed.

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**B. Application Procedures for Use of Facilities**

The district requires all individuals, groups, societies, organizations, clubs, associations, or other persons or entities (collectively referred to as "Applicants" and/or "Users" in this Administrative Regulation) who apply for use of school facilities or grounds to complete, sign and submit the following:

- 1. Completed Application and Agreement for Use of School Facilities and Grounds (Use Agreement), which includes User's acknowledgement of, and agreement to, the Terms and Conditions of Use, and Written Statement of Information, as described below
- 2. Original Certificate of Insurance
- 3. Written authorization from Applicant for Applicant's duly authorized representative to submit the Application and enter into the Use Agreement on behalf of Applicant if Applicant is a group, society, organization, club, association, or other entity, as described below.

The foregoing items are collectively referred to as the "Application" in this Administrative Regulation.

All Applications for use of district facilities shall be submitted to the District Facilities Specialist via the district's online Application system (available at [www.srcs.org](http://www.srcs.org) (Facilities Use)), and shall be completed in accordance with district Board Policy 1330 and this Regulation. In the event the district's online Application system is not available, all Applications for use of district facilities shall be submitted to the District Facilities Specialist at the district's Facilities office in person or by mail.

Applicants, and duly authorized representatives of Applicants applying on their behalf, must be over the age of 18. Any person applying for use of school property on behalf of any society, group, organization, club, association, or other entity shall be an officer or authorized representative of the Applicant group and shall present written authorization from the Applicant group to submit the Application and enter into the Use Agreement on behalf of Applicant. Applicants applying for use of school facilities or grounds shall submit a facilities use statement of information which assures the Board that the Applicant upholds the state and federal constitutions and does not intend to use school facilities or grounds to commit unlawful acts. The written "statement of information" shall be submitted on a form (Application and Agreement for Use of School Facilities and Grounds) provided by the district no less than 30 days and no more than six months in advance of the requested use. Applicants must submit a separate Application for each district facility or grounds the Applicant is requesting to use. Applicants must also submit the required Certificate of Insurance with their Application and all appropriate questions and blanks on the Application must be completed. District shall require Applicant to submit documentation providing sufficient proof, in district's discretion, that Applicant meets the required Category of Use qualifications applicable, as set forth in Board Policy 1330.

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- Moved down [1]: All persons or organizations applying for the use of school facilities shall provide the district with proof of insurance, naming San Rafael City Schools as an additional insured and providing indemnification against damages and defense expense.

A copy of the Board's policy and regulations governing use of school facilities, including the Terms and Conditions of Use, is made available to all persons or groups requesting use of district facilities or grounds via the district's Board website at <http://www.srccs.org/board>, the district's online Application page, and shall also be issued to Applicants upon request. Applicants are required to read and agree to district's terms and conditions set forth in the Use Agreement, BP 1230, AR 1230, BP 1250, AR 1250, BP 1321, AR 1321, BP 1325, BP 1330, E(1)1330, E(2)1330, E(3)1330, and this Administrative Regulation before submitting a completed Application.

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Applicants must contact the District Facilities Specialist for confirmation of receipt of their request. Incomplete Applications will be returned to Applicant for completion. Late Applications may be denied. Applicant is solely responsible for the timeliness and completeness of its Application submitted to district.

**C. District Review of Applications**

1. Application Review.

a. The district Facilities Specialist shall perform a preliminary review of the Application, and shall contact Applicant with any questions regarding the Application or if additional information is needed. Additional information may be required from the facilities use Applicant in order to determine, among other factors, the following:

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- If the use includes prohibited activities (noted below)
- If adequate supervision is planned for the activity
- If the number of the attendees meets the occupancy requirements
- If the age group is appropriate for the facility or event
- If the Applicant meets the applicable User Group Category requirements

- If the district's Priority of Users policy is applicable
- Any other factor or issue related to the Application and/or Applicant's use of district facilities or grounds.

b. The Facilities Specialist shall review and preliminarily recommend approval or denial of the Application within a reasonable time of receiving the submitted Application, however additional time may be reasonably necessary depending on the completeness of the Application submitted, the scope of the facility/grounds, equipment, district personnel, use, time, and location requested, and to the extent questions or additional information is needed.

c. Once determined complete and in compliant with district policy, and if preliminarily approved, the Facilities Specialist shall forward the Application to the principal or site administrator of the school or property where the facilities or grounds are located for recommended approval or denial of Applications. The principal or site administrator shall review the Application and recommend approval or denial within a reasonable time of receiving the submitted Application, dependent upon the facility/grounds, equipment, district personnel, use, time, and location requested.

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 2. Director of METS or designee recommends approval or denial of applications for field use.

d. Once recommended for approval or denial by the principal or school site administrator, the Application will be forward to the district's Director of Maintenance and Operations ("M&O Director"), who may approve Applications based on discussion with, and recommendations of the Facilities Specialist and principal or site administrator or designee, as necessary. The M&O Director shall approve the Application or recommend denial of the Application within a reasonable time of receiving the submitted Application, dependent upon the facility/grounds, equipment, district personnel, use, time, and location requested.

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**Deleted:** and the Director of METS

e. The district's Facilities Specialist shall notify the Applicant of the approval, or if denied, the reasons for denial.

2. Appeal. If the M&O Director recommends denial of the Application, the Applicant may appeal the decision to the Superintendent or administrative designee. The Superintendent or administrative designee may approve or deny the Application, after discussion with, and recommendations of the principal or site administrator, M&O Director, Facilities Specialist and Applicant, as appropriate.

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3. Additional Conditions. In accordance with Education Code sections 38131 and 38133, the Facilities Specialist, M&O Director, principal or site administrator, Superintendent, or designee may, at the district's discretion, include written conditions of approval as deemed necessary, including, without limitation, that on-site security, district personnel attendants, additional custodial, and/or parking attendants be provided by SRCS, at the users' expense, in order to maintain the health and safety of participants, neighbors and community members, protect school facilities, grounds and equipment from damage or abuse, ensure the regular conduct of schoolwork and district programs are not infringed upon or interfered with, and preserve order in school facilities and on school grounds. This includes ensuring that parking is monitored and

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violations are prevented, that noise requirements are met, and that district property is not damaged or vandalized. Such additional conditions shall be included as part of the Use Agreement. If the Application is approved with additional conditions, district's Facilities office shall notify Applicant of the conditions of approval. The Application shall not be deemed approved without Applicant's written consent to the conditions of approval.

4. Availability. If a requested use of a district facility or grounds exceeds availability, use shall be granted on a first-come, first-serve basis and in accordance with the district's Priority of Use, and district shall have no obligation to make the facility or grounds available for all requested uses. Use of district facilities and grounds is subject to availability.

**D. Payment of Fees**

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Fees shall be charged in accordance with Board Policy 1330. The actual amount charged will be pursuant to the district's Civic Center Use Schedule of Fees ("Fee Schedule").

The District Facilities Specialist shall provide Applicant with an invoice for cost of use of the facilities or grounds set forth in the approved Application in accordance with district's Fee Schedule. Applicant's payment of fees is due immediately upon receipt of invoice. District reserves the right to cancel any Use Permit or deny future applications for use of facilities or grounds due to Applicant's failure to pay fees when due.

There will be no refunds for cancellations made by Applicant within ten (10) days of the scheduled use. For cancellations that occur more than ten (10) days before the scheduled use, the district shall retain twenty-five percent (25%) of the fee paid.

**E. Use Permit**

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Once Applicant has paid district the required fees for the use of the facilities or grounds, district shall issue a receipt for payment and provide Applicant with a copy of the approved use permit for use of district's facilities or grounds ("Use Permit").

The terms and conditions of the district's Fee Schedule, Board Policies, Administrative Regulations, the approved Application, Use Agreement, Certificate of Insurance, and Terms and Conditions of Use, and the exhibits and attachments thereto, are incorporated into, and are a part of, the Use Permit.

Issuance of a Use Permit for district facilities, grounds, and/or equipment shall not be construed as a representation or warranty by district as to the suitability or fitness of the facility, grounds, and/or equipment for Applicant's particular use or purposes.

When district's Facilities Specialist issues the Use Permit, she/he shall also provide a copy of the issued Use Permit to the M&O Director and the principal or site administrator of the school site. Approved scheduled uses shall be entered on district's online community use calendar. The principal or school site administrator (and/or M&O Director or Facilities Specialist, if

applicable) shall notify involved school personnel and assign staff, as appropriate, to facilitate Applicant's use pursuant to the Use Permit.

**F. Expiration/Renewal.**

Use Permits expire on the date specified in the approved application, which shall be no later than six (6) months after issuance or June 30th of each academic year, whichever occurs first. Under no circumstances shall permits be valid for a period exceeding six (6) months in duration.

Users are required to submit a new Application each academic year (July 1st – June 30th) in order to request Use Permit renewal. A Use Permit is nontransferable from one User to another or to any other organization, individual, group, society, club, association, or other entity or person.

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**G. Prohibited Uses**

The Board shall not grant the use of school facilities or grounds for any of the following activities:

1. Any use of district property by a User, or participant of the User, for the commission of any crime or any act prohibited by law,

**Deleted:** an individual or group

2. Any use of school facilities or grounds which is inconsistent with the use of the facilities or grounds for school purposes, or which interferes with the regular conduct of school or school work. No activity which may interfere with the educational program or activities of a school or the district will be approved or permitted.

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3. Any use that is specifically prohibited by the school district (e.g. skateboarding, possession or use of weapons, firearms, imitation firearms, dangerous instruments, dogs, or any other animals that create a safety concern for people or property, etc.), or that violates the Terms and Conditions for Use of District Facilities or Grounds [E(1) 1330], the Use Permit, Use Agreement, district's Board Policies, Administrative Regulations, Exhibits thereto, or other applicable federal, state, or local law, rule, regulation, requirement, or ordinance.

4. Any use which would, as determined solely by district, unduly disrupt other activities or the residents in the surrounding neighborhood, or any use that includes disorderly conduct, including fighting, quarreling, loud, threatening, abusive, insulting or indecent language, music, or noise,

**Moved (insertion) [5]**

**Deleted:** which may be offensive to other activities or the neighborhood including any music that has offensive language

5. Any use which would, as determined solely by district, injure or damage the school facilities, grounds, equipment, or other school or district property, including any use that may cause any hazardous material to be generated, brought onto, used, stored, or disposed of in or about the district facilities or property, which is defined as hazardous under state or federal law. (42 U.S.C. §6901, et seq.; 42 U.S.C. §9601, et seq.; 22 CCR §66261.30, et seq.) Any event that does not provide for adequate supervision to ensure the safety of participants/visitors and protects the district facilities being used is prohibited.

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6. Any use which is discriminatory in the legal sense.

7. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including without limitation, tobacco products, vaporized or e-cigarettes, narcotics, marijuana, illegal drugs, intoxicants, on school property, or which would otherwise violate the district-wide policy prohibiting the use of tobacco or drug or alcohol products at all times at all district facilities and property.

8. Any use of buildings, grounds, or time of day not specifically authorized by the use permit.

9. The use of food and beverages is prohibited in classrooms (including special classrooms), libraries, pools and pool areas, gymnasiums, theaters, and office/counseling areas. Any use of food and beverages is restricted to areas specifically authorized.

10. Unauthorized advertisement or solicitation is prohibited unless written approval is provided by the district in advance. Authorized advertising must comply with BP 1325 – Advertising and Promotion.

11. Any event that violates the city or county noise ordinance(s) or fire codes.

12. Any use of school facilities or grounds which, in the district's sole determination, would jeopardize the safety of the children of the school.

13. Any use that may cause an increase in the existing rate of insurance or cause the cancellation of any insurance policy covering district facilities or property.

**Moved up [5]:** Any use that includes disorderly conduct including fighting, quarreling, loud, threatening, abusive, insulting or indecent language or noise which may be offensive to other activities or the neighborhood including any music that has offensive language.

**Moved up [6]:** An event that does not provide for adequate supervision to ensure the safety of participants/visitors and protects the district facilities being used.

#### **H. Revocation**

Violations of any of the conditions noted above or in the districts Terms and Conditions E(1) 1330 shall be sufficient grounds for immediate revocation of the Use Permit for use of such school facilities, grounds, and/or equipment. In the event of such revocation, all persons so affected shall immediately vacate the school facility. In addition, violations of any of the above conditions may include fee/fines and the suspension or denial of future use of the school facilities, grounds, and/or equipment. Unauthorized use of school facilities, grounds, or equipment, as well as any violation of the terms and conditions of the Use Permit, Use Agreement, district's Board Policies, Administrative Regulations, Exhibits thereto, or other applicable federal, state, or local law, rule, regulation, requirement, or ordinance by any User, or participant of the User, during use shall likewise be sufficient cause for cancellation and termination of the Use Permit and denial of future use of school facilities, grounds, or equipment by the User or participant of the User.

While the district encourages community use of district facilities and grounds, the Board or the Superintendent may, in their sole discretion, exclude certain facilities from non-school use for safety and security reasons. Facilities excluded from community use include, without limitation:

**Moved up [3]:** 12. The Board may require additional information from the facilities use applicant in order to determine the following: a. If the use includes prohibited activities (noted above) b. If adequate supervision is planned for the activity. If the number of the attendees meets the occupancy required. If age group is appropriate for the facility or event

**Moved up [4]:** 13 The Board may require, at its discretion, that on-site security, additional custodial, and or parking attendants be provided by SRCS, at the users' expense, in order to ensure that the health and safety of participants, neighbors and community members is maintained. This includes ensuring that parking is monitored and violations are prevented, that noise requirements are met, and that district property is not damaged or vandalize

1. The district shall not grant use by non-school personnel of school or district offices or computer rooms which may contain confidential records or information.

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2. The district shall not grant use of classrooms or other facilities which may contain hazardous chemicals or equipment that cannot be used safely without special knowledge or skills.

3. The district shall not grant use of any food service kitchen.

### **I. Damage to School Property and Liability**

1. Civic Center Users of school facilities, grounds or equipment shall be liable for any damages to property caused by the activity of the User or its participants. The district shall charge User the amount necessary to repair any damages, and may cancel and terminate the Use Permit on such grounds and/or deny the User further use of school facilities, grounds, and/or equipment. The district may require, at its discretion, a deposit for damages.

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2. Users of school facilities, grounds, or equipment shall be liable for any injuries resulting from its negligence during such use. The User shall bear the cost of insuring against this risk and defending itself against claims arising from this risk.

**Moved up [7]:** Further use of school facilities may be denied the responsible party.

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3. Users of school facilities, grounds and/or equipment must, at their sole cost and expense, furnish and maintain at all times during the duration of the Use Permit insurance coverage as described herein and in Exhibit (1) 1330 [Terms and Conditions for Use of District Facilities and Grounds]. The district requires Applicants to provide the district with proof of Bodily Injury and Property Damage Liability Coverage or financial responsibility in the amount of \$1 million combined single limit, naming San Rafael City Schools and its Board as an additional insured, and providing indemnification against damages and defense expense. The Board may at any time require more than such minimum coverage. Applicants must provide a separate endorsement: naming district and its Board as additional insureds; stating User's coverage is primary to any insurance or self-insurance maintained by district; and stating there shall be a waiver of any subrogation. The policy must provide that in event of cancellation, alternation, or reduction of coverage, a minimum of thirty (30) days prior written notification will be provided to the district by mail with no restrictions. The standard cancellation clause which states that "failure to mail such notice shall impose no obligation or liability" is not acceptable. User's liability for injuries or property damage is not limited to User's insurance policy limits.

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**Moved (Insertion) [1]**

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4. As permitted by law, the Superintendent or designee shall require a hold harmless agreement and indemnification from User to be signed as part of the Application and Permit for Use of School Facilities form.

5. In the event of any accident, injury, or damage to property, such accident, injury, or damage to property shall be reported immediately to district staff, and an "Incident/Accident Report" shall be completed by the authorized user group within 24 hours and submitted to the SRCS Facilities Use department.

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Regulation SAN RAFAEL CITY SCHOOLS

adopted: [REDACTED], 2016, San Rafael, California

DRAFT

**E (1) 1330**

**Use of School Facilities**

**TERMS AND CONDITIONS FOR USE OF DISTRICT FACILITIES  
AND GROUNDS**

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TERMS AND CONDITIONS FOR USE OF DISTRICT FACILITIES  
AND GROUNDS

All individuals, groups, societies, organizations, clubs, associations, or other persons or entities (collectively referred to as "Applicants" and/or "Users" herein) shall be required to read and agree to district's Terms and Conditions before submitting a completed Application and Agreement for Use of School Facilities ("Application" or "Use Agreement"). These Terms and Conditions are incorporated into, and are a part of, the Use Agreement and any Use Permit issued by district pursuant to district's Administrative Regulations 1330 and Board Policy 1330 for use of school facilities or grounds as a civic center. Violation of any of the terms and conditions set forth herein shall be grounds for immediate revocation, cancellation, and termination of the Use Permit.

**A. General Terms and Conditions****a. Fees & Charges**

1. The cost of making district facilities and grounds available shall be borne by the User in accordance with the Civic Center Act. All Users granted use of school facilities or grounds under the Civic Center Act shall be charged fees in accordance with the Board adopted Civic Center Use Schedule of Fees ("Fee Schedule") pursuant to Board Policy and Administrative Regulation. Fees for use of district facilities/equipment and/or district personnel necessary for requested or required additional or special services or labor shall be charged in accordance with the Fee Schedule.
2. The District Facilities Specialist shall provide Applicant with an invoice for cost of use of the facilities or grounds set forth in the approved Application in accordance with district's Fee Schedule. Applicant's payment of fees is due immediately upon receipt of invoice. District reserves the right to cancel any Use Permit or deny future applications for use of facilities or grounds due to Applicant's failure to pay fees when due. No payment shall be made directly to an employee of the district. Tips and gratuities for any district personnel are strictly prohibited.
3. If special or additional, labor, services or facilities are required, the district may, at its sole discretion, charge Users a fee equal to the direct cost to district of such special or additional labor, services or facilities provided in accordance with the district's Fee Schedule, or otherwise require Users to pay for necessary security, attendants, utilities, custodial services, traffic control, and/or other services or conditions deemed necessary in the District's sole discretion for proper and safe management of User's use. This includes, without limitation, Users desiring to use a facility other than during the designated normal hours of operation, or on legal holidays or weekends.
4. The District may require, at its discretion, a deposit for damages. Users of school facilities, grounds, and/or equipment shall be liable for any damages to property caused by the activities of the User or its participants, and shall be responsible to pay for damage to

property or loss of property. The District shall charge, and User shall pay, a fee of equal replacement for any damages caused by the activities of the User or its participants.

5. User shall pay all possessory interest charges and/or taxes levied for use of the facilities pursuant to California Revenue and Taxation Code section 107.6.

**b. Use of School Facilities and Grounds**

1. Use of district facilities, grounds, and equipment shall be limited only to the use, facility, grounds, equipment, location, date(s), time(s), and purpose permitted in the issued Use Permit. Users may not change the approved use, facility, grounds, equipment, location, date(s), time(s), purpose or other terms and conditions set forth in the Use Permit without prior written approval from district. Changes may result in additional fees pursuant to the Fee Schedule, Board Policy 1330 and Administrative Regulation 1330.
2. In accordance with Education Code sections 38131 and 38133, the district may, at its discretion, include written conditions of approval as deemed necessary, including, without limitation, that on-site security, district personnel attendants, additional custodial, and/or traffic or parking attendants, or other services or conditions deemed necessary by District, be provided, at the Users' expense, in order to maintain the health and safety of participants, neighbors and community members, protect school facilities, grounds and equipment from damage or abuse, ensure the regular conduct of schoolwork and district programs are not infringed upon or interfered with, and preserve order in school facilities and on school grounds. This includes ensuring that parking is monitored and violations are prevented, that noise requirements are met, and that district property is not damaged or vandalized. Such additional conditions shall be included as part of the Use Agreement and Use Permit.
3. Users shall comply with all applicable federal, state, local, and other governmental laws, requirements, regulations, rules, and ordinances, including, without limitation, district Board Policies and Administrative Regulations, and state and/or local fire, health, and safety laws, when using district facilities and/or grounds. User shall, at User's sole cost and expense, be responsible for obtaining any use permits, licenses, registrations, or other approvals required by any all applicable Federal, State, local or other governmental or regulatory agencies having jurisdiction for User's use of the district's facilities and/or grounds, related to the operation of User's program, or otherwise connected User's use of the facilities or grounds. This includes, without limitation, that all child care or day care programs shall be properly licensed and registered as required by law. User shall be solely responsible for the administration and operation of its activities and use of the district's facilities and/or grounds. Prior to commencement of its use of District facilities or grounds, User shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1 or as otherwise may be required by the California Department of Social Services.
4. Use Permits expire on the date specified therein, which shall be no later than June 30<sup>th</sup> of each academic year or six (6) months after issuance, whichever occurs first. Under no

- circumstances shall permits be valid for a period exceeding six (6) months. Users are required to submit a new Application each academic year (July 1<sup>st</sup> – June 30<sup>th</sup>) in order to request Use Permit renewal.
5. A Use Permit is nontransferable from one User to another or to any other organization, individual, group, society, club, association, or other entity or person.
  6. Users are responsible for all persons that are involved in User's activity or use of the facilities or grounds, including the behavior of spectators.
  7. If User is a youth-services or juvenile organization, individual, group, society, club, association, or similar entity, User must have adequate adult sponsorship and supervision of all facilities and/or grounds used, including lavatories. Applications and Use Agreements for youth activities must be completed by an adult over the age of 18. Children must be supervised at all times during all uses of district facilities or grounds, including non-youth related activities. The name and telephone number of such adult chaperone shall be furnished to the district at least 48 hours prior to use of the school facilities or grounds.
  8. If User fails to arrive within thirty (30) minutes of User's scheduled time of use set forth in the Use Permit, district facilities or grounds shall be locked, equipment put away, and assigned district personnel relieved from duty. User shall not be entitled to a refund of any fees, deposits, or costs of special or additional labor or services.
  9. All school grounds are closed from sunset to sunrise; except by authorized permit only. Start and end times for Facility Use permits shall be in compliance with city and county noise ordinances, respectively. All functions, meetings, events, activities and other uses shall not commence prior to the start time specified on the Use Permit, and must end no later than the end time specified on the Use Permit. In no event shall the start time commence prior to 8:00 a.m., and in no event shall the end time be later than dusk for outside uses, and 10:00 p.m. for indoor uses, unless special written permission from district is secured in advance. User, including, without limitation, any special set-up or decorating committees of User, will not be admitted into the facilities before the time stated on the Use Permit. All premises shall be vacated by the time shown on the Use Permit, and all personal property shall be removed, unless storage is permitted per the Use Permit, in which case all personal property shall be put away in User's designated storage location set forth in the Use Permit. Deviations or departures from this rule shall be cause for cancellation of all future uses of district facilities or grounds by User.
  10. District shall have no duty or responsibility for the protection, safeguarding, security or care of any personal property or equipment left or stored by User at district facilities, grounds, or other district property, and User's storage of User's personnel property or equipment on district sites is at User's own risk. Insurance maintained by District for school sites does not insure any of User's equipment or personal property, and User shall, at User's sole cost and expense, be responsible for maintaining in full force and effect an "all risk" coverage insurance policy covering at least ninety percent (90%) of the insurable

value of User's personal property and equipment stored on district property. User shall be solely responsible for the protection, safeguarding, security, and care of User's personal property and equipment stored on District sites, and shall be solely responsible for securing User's storage facility at all times. Storage of any "hazardous material" as defined herein is prohibited.

11. School facilities and grounds made available as a civic center by district, and district equipment made available for use, are provided on an "as-is", "where-is", and "with any and all faults" basis, without representation or warranty, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for User's particular use purposes. District shall not be required to make or construct any alterations, including structural changes, additions, or improvements, to the school facilities or grounds.
12. School facilities, grounds, equipment, and other district property must be protected from damage and mistreatment, and ordinary precautions must be maintained. Users shall be responsible for the condition in which school facilities, grounds, and equipment are left. At the conclusion of each period of use, the organization shall pick up any trash, turn off lights and other utilities, put away equipment and, if applicable, lock or secure the facilities or grounds. Should school facilities, grounds, equipment, or other district property be damaged or abused beyond normal wear, such damage will be paid for by the User, and shall be sufficient cause for cancellation and termination of the Use Permit and denial of future uses of district facilities, grounds, or equipment by User.
13. Furniture, fixtures, equipment, and other district property shall be left as it is found. User shall not use district equipment or property, including, without limitation, computers and other technology, visual aids, machines, stage equipment, or physical education equipment, etc., without prior written authorization from district, including as specified on User's Use Permit. If User requires extra chairs or tables, etc., other than those which are assigned to the facility or grounds requested, a charge shall be made for additional or special services or labor (moving chairs, etc., from other locations) as shown in the Fee Schedule.
14. Plans for decorations must be submitted in writing to the principal or site administrator at the time of User's Application, and must be approved by district. All draperies, hangings, curtains, drops and all decorative materials/props used within or upon the school facilities or grounds by User shall be made from a nonflammable material or shall be treated and maintained in a flame-retardant condition by means of a flame-retardant solution or process approved by the State Fire Marshal and in accordance with the State Health and Safety Code. At no time shall exits be covered or obstructed. Cellophane adhesives, nails, screws, staples, etc., in walls, woodwork, or on windows, doors, or other District property or improvements are prohibited. All decorations must be removed at the end of User's activity.
15. Users of school facilities or grounds are required to park in designated parking locations on school grounds and drive on designated roadways. Under no circumstances shall Users, or participants of Users, drive or park on lawns, fields, pedestrian pathways,

corridors, tracks, landscaping, courtyards, sidewalks, or any other areas not intended for vehicles. Parking in designated fire lanes is prohibited as fire lanes must be kept clear at all times. Unauthorized vehicles may be cited and towed at owners' expense. (Vehicle Code 22658). User shall be solely responsible for any and all property damage or other losses resulting from User's unauthorized use or parking of vehicles in prohibited areas on school grounds. Violation of this provision shall be grounds for automatic cancellation and termination of User's Use Permit and denial of future uses of district facilities or grounds by User.

16. Permission to use school facilities, grounds, and/or equipment is granted upon the condition that User and User's participants will follow and comply with all terms, conditions, regulations, policies, and rules governing use. The District may cancel and terminate the Use Permit or deny User further and/or continued use of school facilities, grounds, or equipment by the User or any participants of the User based on User or User's participants' non-compliance, and User forfeits all fees paid.
17. The User or User's duly authorized representative shall keep a copy of the approved Use Permit, including Certificate of Insurance and proof of payment of fees, on-site during use of the district facilities or grounds.

c. Prohibited Uses

1. No use or activity which may interfere with the educational program or activities of a school or the district will be approved or permitted. Any use of school facilities or grounds which is inconsistent with the use the facilities or grounds for school purposes, or which interferes with the regular conduct of school or schoolwork, is prohibited.
2. User, or any participant of the User, shall not use district facilities, grounds, equipment, or property for the commission of any crime or any act prohibited by law. Any violation of Use Permit, the district's Administrative Regulations, Board Policies, or other applicable Federal, State or local law, rule, regulation, requirement, or ordinance by any User, or participant of the User, during use shall be sufficient cause for cancellation and termination of the Use Permit or denial of further or continued use of school facilities, grounds, or equipment by the User or participant of the User.
3. The possession, service, consumption, or sale of alcoholic beverages, intoxicants, narcotics, tobacco products, including vaporized or e-cigarettes, marijuana, illegal drugs, or any other restricted substances on district property shall not be permitted.
4. No alterations or additions shall be made to any district facility or grounds, nor shall district furniture or equipment be moved except by authorized district personnel, without first submitting a written request describing in detail the proposed change and receiving written approval from the district's Superintendent or designee to proceed. If approval is given, it is the responsibility of the User to return the facility or grounds to its original condition. Failure to do so will result in the district billing the User for the costs incurred by the district in restoring same, including costs of any additional or special services or

labor required, and is cause to cancel and terminate the Use Permit or deny future or continued use of school facilities, grounds, or equipment by the User.

5. No animals of any kind are allowed on school grounds or facilities, except for certified service animals or unless otherwise required by law.
6. The standing, sitting, or in any way blocking of aisles, stairs, or exits is prohibited.
7. Activities that involve constant physical contact (tackle football, karate, boxing, etc.) shall not be engaged in on school property without prior written special permission from Superintendent or his/her designee.
8. Firearms, including pellet guns, BB guns or sling shots, imitation firearms, dangerous instruments, and other weapons are prohibited on any district property, including school facilities and grounds.
9. Any use which would, as determined solely by district, unduly disrupt other activities or the residents in the surrounding neighborhood, or any use that includes disorderly conduct, including fighting, quarreling, loud, threatening, abusive, insulting or indecent language, music, or noise.
10. Any use which would, in the sole discretion of district, injure or damage the school facilities, grounds, equipment, or other school or district property, including any use that may cause any hazardous material to be generated, brought onto, used, stored, or disposed of in or about the district facilities or property, which is defined as hazardous under state or federal law (42 U.S.C. §6901, *et seq.*; 42 U.S.C. §9601, *et seq.*; 22 CCR §66261.30, *et seq.*), is prohibited. Any event that does not provide for adequate supervision to ensure the safety of participants/visitors and protects the district facilities being used is prohibited.
11. No device which produces flame, sparks, smoke, or explosions shall be used in any classrooms, auditoriums, theaters, gymnasiums, amphitheaters, or other school facilities or grounds without approval of the appropriate Fire Department officials and prior written approval by district.
12. Any advertising on school facilities and grounds, except as allowed by district policy specified in BP 1325 - Advertising and Promotion, is prohibited. No unauthorized advertising shall be exhibited, and no solicitation or sales shall be made in school facilities or grounds unless written approval is provided by the District in advance.
13. Any use which is discriminatory against any group, class, or individual protected under state or federal anti-discrimination laws is prohibited.
14. Any use that may cause an increase in the existing rate of insurance or cause the cancellation of any insurance policy covering district facilities, grounds, or property is prohibited.
15. Any use of school facilities or grounds which, in the district's sole determination, would jeopardize the safety of the children of the school.

16. Users are prohibited from storing personal property or equipment on or at district facilities, grounds or other district property without prior written authorization by district. Fees for storage shall be charged in accordance with the Fee Schedule.
17. Users using district facilities or grounds shall not imply, indicate or otherwise suggest in any way that their use and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the district, unless approved in writing by the Superintendent or designee. No signage, flyers or other material may reference the district, any school name, logo, or mascot, unless approved in writing by the Superintendent or designee, except school name and address may be stated to indicate the location of the User's event only.

The occurrence of any of the foregoing prohibited uses shall be sufficient cause for cancellation and termination of the Use Permit or denial of further and/or continued use of school facilities, grounds, or equipment by the User or participant of the User.

d. Revocation, Cancellation, Termination & Expiration

1. School facilities and grounds shall not be available at any time which might interfere with the educational program or activities of the school or district, and said time will be determined by the Superintendent or person designated by him/her. When facilities or grounds are needed for district or school purposes, the district may, with at least five-days' notice, revoke, cancel, or terminate a Use Permit if the use, facilities, grounds, location, date, time, or other purpose set forth in the Use Permit interferes or conflicts with the regular conduct of school or schoolwork, or the educational program or activities of the school or district. In cases of emergency, district may revoke, cancel, or terminate a Use Permit upon less than five-days' notice. User shall be reimbursed fees paid to district for the cancelled use(s) only, and not for use(s) under the Use Permit which have already occurred.
2. The District reserves the right to cancel any scheduled activity of User if, in District's sole discretion, such use of school facilities, grounds, and/or equipment may not be in the best interest of the district, its students, or the community. Violation of User's Use Permit or any of the terms and conditions set forth herein by User or a participant of User shall be grounds for immediate revocation, cancellation or termination of the Use Permit by district, and denial of future use of district facilities, grounds, or equipment by User. In district's sole discretion, "no shows" may be grounds for revocation or cancellation and termination of the Use Permit. User shall not be released from the payment of fees, deposits, costs for special or additional labor, facilities or services, or any other sum due to district, and User shall not be entitled to reimbursement of any fees, deposits, or costs for special or additional labor, facilities or services paid by User. The district further reserves the right to prohibit or terminate any activity or use of school facilities or grounds, or exclude certain school facilities or grounds from non-school use, for safety or security reasons in district's sole discretion.
3. In the event of revocation, cancellation or termination by User, User shall provide district written notice at least five days in advance of User's scheduled use. If timely notice is

received, District shall reimburse User fees paid to district for the cancelled use(s) only, excluding any costs already expended and unrecoverable by district in connection with User's use. Absent timely advance-notice, User shall not be entitled to reimbursement of any fees, deposits, or costs for special or additional labor or services paid by User.

4. At the end of each use, and upon cancellation, termination, or expiration of a Use Permit, User shall surrender use of the facilities or grounds, remove all personal property, leave the facilities and grounds in a neat, clean and orderly condition equal to that in place prior to User's use with no damage thereto, except reasonable wear and tear, and, if applicable, lock or secure the facilities.

e. Indemnification & Hold Harmless

To the fullest extent permitted by California law, subject to Education Code section 38134(i), as applicable, User shall indemnify, defend, and hold harmless district, its Board, the individual members thereof, and all district officers, employees, consultants and agents from and against any and all actions, claims, suits, demands, costs (including, without limitation, attorneys' fees and costs), losses, penalties, expenses, fines and liabilities of any kind, nature, and description directly or indirectly resulting from, arising out of, or in any manner connected with User's use of district facilities, grounds, or equipment or User's performance of the Use Agreement, including, but not limited to, personal or bodily injuries, death, property damage or loss, or any non-compliance with any federal, state, or local laws or regulations, unless such claims are caused wholly by the sole negligence of district in the ownership and maintenance of district's school facilities or grounds.

f. Insurance

User shall, at User's sole cost and expense, furnish and maintain at all times during the duration of the Use Permit, Bodily Injury and Property Damage Liability Coverage or financial responsibility in the amount of at least \$1 million combined single limit naming the district and its Board as additional insureds. The Board may at any time require more than such minimum coverage. User must provide a separate endorsement: naming district and its Board as additional insureds; stating User's coverage is primary to any insurance or self-insurance maintained by district; and stating there shall be a waiver of any subrogation. The policy must provide that in event of cancellation, alteration, or reduction of coverage, a minimum of thirty (30) days prior written notification will be provided to the district by mail with no restrictions. The standard cancellation clause which states that "failure to mail such notice shall impose no obligation or liability" is not acceptable. At least ten (10) days prior to the expiration of any certificate, User shall deliver to district a new certificate of insurance consistent with all of the terms and conditions set forth herein and in User's Use Permit.

**B. Facilities**

1. No preparation of any kind shall be used on school floors by Users using school facilities for dancing activities.

## USE OF SCHOOL FACILITIES (continued)

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2. Shoes with cleats or plates, or rubber soles or heels which mar or mark the floor are not permitted in gymnasiums or any other school buildings. At no time shall smoking be permitted in classrooms, gymnasiums, theaters, auditoriums, specialty teaching spaces, or any other district facilities, grounds or other property.
3. The use of any district facility shall not exceed the maximum occupancy capacity established for that district facility by the district and/or fire marshal. The number of tickets sold for any event shall not exceed the regular seating capacity of any auditorium, theater, gymnasium, or other facility.
4. The instructional setting of classrooms, specialty teaching spaces, and other facilities shall be preserved by the User. Materials, white boards, books and supplies, and other aspects of the instructional setting shall not be used, changed, or altered. Classroom desks, chairs, or other furniture are not to be rearranged or moved.
5. Use of gym equipment and adjoining rooms is prohibited without prior written authorization from the district.
6. User shall close and secure facility windows and doors upon completion of use.

### C. Grounds

1. Firearms, weapons, knives, or sharp instruments shall not be carried on school grounds.
2. Horseback riding shall not be permitted on school grounds.
3. Skating and skate boards on school grounds are prohibited.
4. Climbing on buildings, fences, trees or other facilities or improvements not intended for climbing is prohibited.
5. Archery shall not be permitted on school grounds.
6. Riding of bicycles (other than supervised bicycle activities), tricycles, scooters, motor scooters, go-carts and automobiles (except where specifically authorized by district) is not permitted on school grounds.
7. School grounds, including playgrounds, shall not be available at any time for any activity which might interfere with the regular functions of the school.
8. Running of model cars or flying of model planes or drones is not permitted on school grounds.
9. Grounds shall be left in good order at the conclusion of any authorized activity and property shall not be misused, used for a use other than their intended use, or destroyed.

10. Golf practice shall not be permitted on school grounds.

#### **D. District Attendants**

1. The District may, at its sole discretion, determine that district or school personnel attendants are necessary during User's use of school facilities, grounds, or equipment, in order to maintain the health and safety of participants, neighbors and community members, protect school facilities, grounds and equipment from damage or abuse, ensure the regular conduct of schoolwork and district programs are not infringed upon or interfered with, and preserve order in school facilities and on school grounds. District's determination of the number of school personnel attendants required will be made by the District on the basis of the nature of the activity, the facilities, grounds, or equipment used, and the number of people in attendance. Costs for special facilities/equipment or additional time or special or additional labor or services will be charged to User at the rate indicated in the district's Fee Schedule.
2. The District may, at its sole discretion, determine that district or school personnel attendants are necessary during User's use of school facilities, grounds, and/or equipment to ensure proper operation and safe operation of District equipment. Control of lights, heating and cooling systems, and other equipment is the responsibility of the attendant on duty, and any requests for changes shall be directed to the attendant. Attendant will make requested adjustments only if such adjustment is reasonable, falls within the scope of User's Use Permit, and complies with all applicable laws, regulations, requirements, ordinances, policies, rules, and procedures.
3. Use of stadium lights, school electronic or digital scoreboards, pool sensors, public address systems, theater lights, shop equipment, arts equipment (kilns, etc.), athletic equipment, media equipment and technology (projectors, computers, tvs, etc.), and other specialized district equipment requires advance written authorization from district that must be included in User's Use Permit, and is subject to any additional conditions deemed necessary by District in District's sole discretion. Control of such equipment is the responsibility of the attendant on duty, and any requests for changes shall be directed to the attendant. Attendant will make requested adjustments only if such adjustment is reasonable, falls within the scope of User's Use Permit, and complies with all applicable laws, regulations, requirements, ordinances, policies, rules, and procedures, including, without limitation, these Terms and Conditions.

#### **E. Custodial Services**

1. Free custodial services may be provided to those Users qualifying under the Group A – Free Use category provisions of Board Policy 1330 only in cases where the custodian normally would be at the assigned school facility or grounds as part of his/her regular assignment during regular hours. Costs for additional time or special or additional labor or services will be charged at the rate indicated in the district's Fee Schedule. District's determination of the number of custodial personnel required will be made by the District on the basis of the nature of the activity, the facilities or grounds used, and the number of people in attendance. Unless waived by the Superintendent or designee, or unless

specifically noted in the issued Use Permit, there will be a charge for custodial service in accordance with the Fee Schedule.

2. The assigned custodian, at the direction of the Facilities office, will be responsible for verifying the User's Use Permit and authorization to use the facility, grounds, or equipment, making the necessary arrangements to accommodate the User's approved civic center use, cleaning and returning the facility or grounds to proper condition for school use, reporting any deviations or departures from the established rules, regulations, and policies, and performing all services necessary for the approved use.
3. If, in District's sole discretion, extra "clean-up" work is made necessary by User's use of school facilities, grounds, or equipment, User agrees that User shall pay for any additional time of the custodian or special or additional labor or services performed by the custodian promptly upon receipt of an invoice for such reasonable charge from District, even though this charge does not appear on the facility use invoice previously sent to User.

**F. Security**

Based on the use, date(s) of use, time(s) of use, facilities, grounds, location, or equipment requested, district may require for safety or security purposes, in district's sole discretion, that: (i) school security services are needed during User's use of school facilities or grounds that would not otherwise be performed as part of the school security personnel's normal duties during his/her regular hours, thus the District shall charge User, and User shall promptly pay District, a fee equal to the direct cost of those services in accordance with the Fee Schedule as a condition of User's use of district facilities or grounds; or (b) User shall obtain and provide competent and reputable security personnel or services to the satisfaction of District during User's event or activity as a condition of User's use of district facilities or grounds, and such services shall be paid for in advance by User at the time User submits its Application to District. Required security provided by User must be pre-approved by district in advance of User's event, and shall assist in protecting school facilities and grounds, maintaining safety and order on the school site, preventing interference with the regular conduct of school work, and otherwise shall promote safety and security during User's use of district facilities or grounds. User shall be solely responsible for obtaining and providing such required security at User's sole cost and expense. District's determination of the number of security personnel required will be made by the District on the basis of the nature of the activity, the facilities or grounds used, and the number of people in attendance.

**G. Swimming Pool Use**

1. No person, including a lifeguard, may enter the pool without another person present. An adult age 18-years or older must be present in the pool area at all times during use.
2. Whenever the pool area is in use by User, User shall provide, at User's sole cost and expense, a minimum of one (1) lifeguard who possesses, as minimum qualifications, current certificates from an American Red Cross or YMCA of the U.S.A. lifeguard training program, and who is trained to administer first aid, including, but not limited to,

- cardiopulmonary resuscitation, and satisfies the training and service requirements under California Health and Safety Code sections 1797.182, 116028, and 123725, and other applicable law. Whenever the pool area is in use by User, User's lifeguard must be on duty and present at the pool and pool area, must maintain constant surveillance of the pool without distraction, must be able to act immediately and appropriately to secure safety of all persons in the event of emergency, and must be able to provide emergency care and treatment as required until the arrival of emergency medical services. Lifeguards shall wear swimming apparel that clearly identifies them as lifeguards to pool users.
3. User is responsible for the safety of its participants, program, and use of school facilities and grounds, and shall comply with all federal, state, and local laws, ordinances, codes and regulations governing use of public swimming pools. User agrees that it shall operate its programs on and use the facilities, grounds, and/or equipment in a competent, safe, and sanitary manner, and shall comply with the requirements of Health and Safety Code sections 116040 and 116043 and other applicable law. User shall ensure gates and doors leading into the pool area remain closed when not directly in use for access by User. User shall ensure compliance with the regulations concerning use of public pools and health of staff and pool users as set forth in California Code of Regulations, title 22, section 65541, and other applicable law.
  4. User shall ensure that persons providing aquatic instruction, including but not limited to, swimming instruction, water safety instruction, water contact activities, and competitive aquatic sports, for User's programs and uses of school facilities and grounds shall possess the necessary qualifications and current certificates of life safety required under Health and Safety Code section 116033 and other applicable law.
  5. User understands that state law requires operators of public pools to take certain actions and maintain written records of certain health and safety incidents occurring at public pool sites. User shall immediately notify District if a fecal, vomit, blood contamination, near-drowning or drowning incident, or other emergency event occurs in the pool during User's use of the pool facilities, grounds, or equipment by contacting: (i) during business hours, District's Maintenance Office at 415-492-2445; (ii) after hours, District's emergency facilities contact at 415-254-4406. Upon the occurrence of such an event, User shall immediately cease use of the pool, remove the contaminating material, and secure the pool facilities, grounds, and equipment. In the event of any emergency, User shall immediately call 911.
  6. User is responsible for all participants involved in User's programs or use of the facilities or grounds, including, without limitation, the behavior of spectators.
  7. User is responsible for ensuring compliance with all district and school pool rules, including:
    - All persons must shower before entering the pool.

- Persons with bleeding or open wounds, persons with infections, and persons with a contagious disease that may be transmitted through water are not permitted in the pool. Additionally, persons having currently active diarrhea or who have had active diarrhea within the previous 14 days shall not be allowed to enter the pool.
  - Spitting, spouting water, blowing the nose, urinating, or defecating in the pool is prohibited. Incontinent individuals must wear tight fitting rubber or plastic pants.
  - No food, gum, drinks, or glass containers permitted in the pool area.
  - Persons under the influence of drugs or alcohol are not permitted in the pool or pool area.
  - No running or horseplay around the pool or within the pool area is permitted.
  - Use of standard swimwear is required by persons using the pool.
  - No hanging on the lane lines or ladders.
  - No diving is permitted in the shallow end of the pool or where otherwise designated. Diving is only permitted in the deep end of the pool when area is clear of swimmers. Forward dives only.
  - Use of the pool and of the pool area shall not exceed the maximum occupancy capacity established by the fire marshal, or other agency, for the pool or the pool area.
  - All other pool rules posted in the pool area.
5. Prior to each use of the pool facilities or grounds, User is responsible for providing or confirming the presence of all safety and first aid equipment, including, without limitation, a cardiopulmonary resuscitation sign, emergency phone numbers, and any other signage required to be posted in the vicinity of a pool, as well as a phone, life hook, life ring and first aid kit in a readily accessible location. In the event User is unable to provide or confirm the presence of these items, User shall not permit any person to enter or use the pool.
6. At the conclusion of each period of use, User is responsible for properly securing the pool facilities and grounds, including the locking of all doors, windows, and gates.

#### **H. Athletic Fields, Courts, and Stadiums**

1. The use of outdoor facilities, such as athletic fields, during inclement weather may be restricted by the school or district for safety reasons or to prevent substantial wear and tear on the facility or grounds.

2. Hardball playing shall not be permitted unless direct adult supervision of an organized youth baseball, softball, or other hardball team is provided. Hardball baseball or softball shall never be permitted at elementary school sites.
3. Users shall pick up and dispose of all trash, including in and around dugouts, bleachers, and courts.
4. Use of the stadium public address (PA) system and stadium lighting system, or other school PA system or lighting system (theater lights, etc.) is prohibited without advanced written authorization from district that is specifically included in User's Use Permit.
  - a. Non-district Users are prohibited from using any school PA system unless specifically authorized by District in advance in writing in User's Use Permit. Any such use shall be subject to time and manner restrictions deemed necessary by District, in District's sole discretion, to limit adverse impacts. Use of the stadium PA system or other authorized sound system, if authorized, is limited to use on the weekends between 9:00 a.m. and 6:00 p.m. Maximum system settings shall be established by District and adhered to by all Users authorized to use a school PA system.
  - b. Non-district Users are prohibited from using any school lighting system unless specifically authorized by District in advance in writing in User's Use Permit. Any such use shall be subject to time and manner restrictions deemed necessary by District, in District's sole discretion, to limit adverse impacts. With respect to use of lighted athletic fields and stadium facilities, stadium lights must be turned off as soon as possible following completion of a scheduled use, but in no event (except as expressly stated herein) shall stadium lights remain on later than 9:00 p.m., except where, in District's sole discretion, extenuating circumstances such as a serious injury or weather delay require.
  - c. District may, in District's sole discretion, cancel or terminate a User's Use Permit for use of lighted athletic field and stadium facilities if the District determines, in District's sole discretion, that the User's use of such facilities and grounds would cause overall use of the lighted athletic field and stadium facilities to exceed any annual cap imposed on use of the lighted facilities for nighttime events. User acknowledges and agrees that District may cancel or terminate User's Use Permit on such grounds at any time, and that District's use of the lighted athletic field and stadium facilities take priority over User's use under User's Use Permit.
5. Amplified music, use of portable outdoor lights, public address (PA) systems, or noisemakers (horns, bells, victory bells, sirens, chimes, musical instruments, etc.) by User or its participants, employees, volunteers, agents, invitees, or licensees is prohibited on school facilities and grounds and all district property. Cheering devices such as wooden blocks, or other similar objects, are prohibited.

6. In order to provide for a turf recovery period, the district may choose not to issue Use Permits during specific times of year to accomplish needed turf renovation and recovery.

### **I. Furniture, Equipment and Technology**

No electrical, mechanical, or other equipment may be brought on to a school site without the prior written approval of the Superintendent or designee. In the event equipment is allowed to be brought onto district facilities or grounds, the district shall not be liable for any damage to the equipment or to the facilities or grounds by use of such equipment.

District-owned equipment, furniture, and technology may be used by Users, if pre-approved in writing by district, on the following conditions:

1. Allowing use of any equipment, furniture, or technology is at the sole and absolute discretion of the district and may be denied for any or no reason.
2. Requests for use of equipment, furniture, or technology shall be included on the facilities use Application form.
3. The person who has jurisdiction over the equipment, furniture, or technology shall review all Applications requesting use and shall recommend approval or denial of the requested use.
4. District may charge for use of equipment, furniture, or technology as set forth in the Fee Schedule, or as otherwise determined by the Superintendent or designee as stated therein. Users shall pay for costs of additional or special labor or services of personnel required to set up or operate equipment, furniture, or technology, as set forth in the Fee Schedule.
5. The User assumes the responsibility for such equipment, furniture, or technology supplied and agrees to repair or replace any equipment, furniture, or technology that is damaged, lost, or stolen while in use by or under the control of the User.
6. The User requesting the use of equipment, furniture, or technology certifies that a qualified person will operate it, subject to approval of the Facilities office. The district may require the supervision or operation of district equipment, furniture, or technology by district personnel, including, without limitation, theater equipment and technology. User shall pay for costs of additional or special labor or services of personnel needed to operate certain specialized equipment, furniture, or technology, as set forth in the Fee Schedule.
7. Users using facilities or grounds which include a stage shall not remove or displace any furniture, pianos, or other stage equipment or make changes in curtains, lights, ceiling pieces, backdrops or other props (including changing the counterweight system or switchboard hookup) without prior written approval set forth in the Use Permit, and then, only under the direct supervision of the school Theater Supervisor in charge. When the stage is to be used, full details in writing of personnel and equipment needed must be

**USE OF SCHOOL FACILITIES** (continued)

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- furnished in the Application, including, but not limited to: lights, curtains, dressing rooms, ticket sales, stagehands, etc.
8. Furniture, equipment or technology available for use will be only that which is already available at the site of the facility or grounds requested. School furniture, equipment or technology is not available for use off-site.
  9. Facilities with specialized equipment, such as, without limitation, computer laboratories, science laboratories, and ceramics studios, and facilities containing records and confidential information, such as, without limitation, offices, shall not be available for use under the Civic Center Act.
  10. Climbing on chairs, tables, desks, or other furniture is prohibited.

Exhibit            SAN RAFAEL CITY SCHOOLS

version: \_\_\_\_\_, 2016, San Rafael, California

**E (3) 1330**

**SAN RAFAEL CITY SCHOOLS**  
 Facilities Office – 38 Union Street – San Rafael – CA - 94901  
 Telephone: (415) 485-3798

**APPLICATION AND AGREEMENT FOR USE OF SCHOOL FACILITIES AND GROUNDS**  
 (Civic Center Act – Cal. Ed. Code, § 38130, *et seq.*)

**2016-2017**

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

1. Name of Applicant: \_\_\_\_\_  
 (Legal Name of Organization, Group, Individual, Society, Club, Entity, etc.)
2. Address of Applicant: \_\_\_\_\_  
 (Street Address) (City) (State) (Zip Code)
3. Telephone #: \_\_\_\_\_; Alternate #: \_\_\_\_\_; Email: \_\_\_\_\_
4. Authorized Representative of Applicant (Age 18+): \_\_\_\_\_; Contact Info: \_\_\_\_\_  
 (Required: If Applicant is an organization, group, society, club, entity, etc., attach written authorization from Applicant to submit this Application and enter into this Agreement on behalf of Applicant)
5. Name of Adult Supervisor (Age 18+): \_\_\_\_\_; Phone #: \_\_\_\_\_; Email: \_\_\_\_\_  
 (Required: Person(s) in charge during use of facilities)
6. Facilities/Grounds Requested:<sup>1</sup> (Please refer to Fee Schedule for List of Facilities/Grounds)

\_\_\_\_\_ (School/Location) \_\_\_\_\_ (Specific Facility/Grounds, i.e., Room #)

7. Requested Dates and Times of Intended Use: (Completed Applications must be submitted at least 30 in advance of the requested date of use)

Date	Days of Week	Hours		Office Use
		From	To	

8. Description of Intended Use: \_\_\_\_\_; Estimated Attendance: \_\_\_\_\_  
 (e.g., youth team soccer practice, veterans' association meeting, etc.)
9. Description of Applicant's Equipment to Be Used On Site, If Any: \_\_\_\_\_  
 (e.g., portable soccer nets, cones, etc.)

<sup>1</sup> If desired facility or grounds is not listed on the Fee Schedule, the facility or grounds may be unavailable for civic center use for safety or security reasons. Please contact the District's Facilities office with all inquiries. Based on the use, date(s) of use, time(s) of use, facilities, grounds, location, or equipment requested, special or additional labor or services may be required, in district's sole discretion, for safety or security purposes, or to protect school facilities and grounds, maintain order on school sites, prevent interference with the regular conduct of school work, or otherwise to support the civic center use in a safe and efficient manner. These costs shall be borne by Applicant. Special or additional labor or services provided by district shall be charged in accordance with the Fee Schedule. If the provision of security or other services are required by district as a condition of approval of Applicant's use, Applicant shall be solely responsible for obtaining and providing such service to the satisfaction of district at Applicant's sole cost and expense.

10. General Information – Check Either Yes or No to the Questions Below: *(Please note that misrepresentation of the facts on this Application may result in use permit cancellation and/or refusal of future use permit application requests)*

- (a) Is Applicant's use (activity/meeting, etc.) of the district facility or grounds open to the general public?  Yes  No
- (b) Is the Applicant a not-for-profit/non-profit organization or group?  Yes  No
- (c) Is the Applicant a school or district affiliated group or support group (PTA, etc.)  Yes  No
- (d) Has or will Applicant receive dues, registration/participation fees, admission, tuition, or donations for the use (activity/meeting, etc.) or will Applicant charge admission, fundraise, or solicit contributions during the use/activity/meeting?  Yes  No
  - If yes, what will the net receipts be expended for? \_\_\_\_\_
  - What is the total amount paid by participants (registration fees, costs for uniforms, equipment, volunteer fees, etc.) \_\_\_\_\_
- (e) Will anything be sold or money exchanged in any way?  Yes  No
  - Describe: \_\_\_\_\_
- (f) Is Applicant a youth group? (All Participants must be 18 years of age or younger)  Yes  No
  - If yes, do at least 75% of the program's participants reside in district boundaries and/or attend district schools?  Yes  No
- (g) Is Applicant a public agency?  Yes  No
- (h) Is Applicant's use of the district facility or grounds for recreational purposes?  Yes  No
- (i) Is Applicant's use of the facility or grounds for the conduct of religious services?  Yes  No
- (j) Is Applicant's use of the district facility or grounds for a classroom-based program operating after school hours where participants spend at least 50 percent of operational hours in a classroom? (e.g., tutoring programs, etc.)  Yes  No
- (k) Has Applicant ever been granted a Use Permit for the same requested district facility or grounds before?  Yes  No
  - If yes, when? \_\_\_\_\_
  - If yes, is Applicant requesting use of the district facility or grounds for the same activity?  Yes  No
- (l) Does Applicant hold all applicable licenses, permits, registrations, or other permissions or approvals required by any all applicable Federal, State, local or other governmental or regulatory agencies having jurisdiction for User's use of the district's facilities and/or grounds, related to the operation of User's program, or otherwise connected User's use of the facilities or grounds? (e.g, without limitation, CDSS licensed and registered child care program, City/County use permit, business permit, etc.)  Yes  No
  - List type, name of issuing agency, and expiration date: \_\_\_\_\_

Note: A copy must be attached to this Application

**For District Use Only:** Applicable Group (Circle): 1   2   3   4   5

11. Incorporation of Policies, Regulations, Terms and Conditions – By initialing below, Applicant, or Applicant's duly authorized representative on behalf of Applicant, hereby acknowledges Applicant's receipt of the following documents, represents and warrants that Applicant has read and understands the policies, regulations, terms and conditions set forth in the following documents, agrees to the policies, regulations, terms and conditions set forth in the following documents, and understands and agrees that the policies, regulations, terms and conditions set forth in the following documents are incorporated herein and part of this Application and Agreement for Use of School Facilities and Grounds, and shall be incorporated into and part of the use permit, if any, issued by District to Applicant in connection with this Application:

DOCUMENT	INITIAL
• District's Civic Center Use Schedule of Fees ("Fee Schedule") [E(2)1330]	_____
• District's Board Policies, including, without limitation, BP 1230, BP 1250, BP 1321, BP 1325, & BP 1330	_____
• District's Administrative Regulations, including, without limitation, AR 1230, AR 1250, AR 1321, & AR 1330	_____
• District's Terms and Conditions for Use of District Facilities and Grounds [E(1)1330]	_____

12. Insurance & Liability – Users of District facilities, grounds, and/or equipment must furnish and maintain, at their sole cost and expense, insurance in accordance with AR 1330 and E(1) 1330. Applicant must submit with this Application an original certificate of insurance for bodily injury and property damage liability coverage in the amount of at least One-Million-Dollars (\$1,000,000.00) combined single limit naming San Rafael City Schools and its Board of Education as additional insureds, along with a separate endorsement stating Applicant's coverage is primary to any insurance or self-insurance maintained by District, stating there shall be a waiver of any subrogation, and naming San Rafael City Schools and its Board of Education as additional insureds. Please see AR 1330 and E(1)1330 for complete insurance policy requirements, which are incorporated herein. Applicant shall be liable for any property damage caused by its use of District facilities, grounds, and/or equipment. Applicant shall be liable for any injuries resulting from its negligence during use of District facilities, grounds, and/or equipment. Applicant understands that its liability is not limited to the Applicant's insurance policy limits, and Applicant understands that this provision is a material term of any use permit issued to Applicant for use of District facilities, grounds, and/or equipment.
  
13. Indemnification and Hold Harmless – Applicant agrees, to the fullest extent permitted by California law, subject to Education Code section 38134(i) as applicable, that Applicant shall indemnify, defend, and hold harmless San Rafael City Schools, its Board of Education, the individual members thereof, and all District officers, employees, consultants, and agents from and against any and all actions, claims, suits, demands, costs (including, but not limited to, attorneys' fees and costs), losses, penalties, expenses, fines and liabilities of any kind, nature, and description directly or indirectly resulting from, arising out of, or in any manner connected with Applicant's use of District facilities, grounds, or equipment or Applicant's performance of this Agreement for Use of School Facilities and Grounds, including, but not limited to, personal or bodily injuries, death, property damage or loss, or any non-compliance with any federal, state, or local laws or regulations, unless such claims are caused wholly by the sole negligence of District in the ownership and maintenance of District's school facilities or grounds.
  
14. Statement of Information – The undersigned Applicant or duly authorized representative of Applicant states that, to the best of his or her knowledge, the District property for use of which this Application is hereby made will not be used for the commission of any crime or any act which is prohibited by law. The undersigned further declares that Applicant upholds the state and federal constitutions. By signing below, Applicant, or Applicant's duly authorized representative on behalf of Applicant, agrees that Applicant will abide by, and Applicant's use of District facilities or grounds shall conform with, all District Board Policies, Administrative Regulations, and other applicable District or school rules, regulations and requirements, as well as all applicable federal, state, and local laws, rules, regulations, requirements, and ordinances, including, without limitation, fire, health, penal, and safety laws and regulations. Applicant acknowledges and agrees that Applicant is responsible for obtaining, at its sole cost and expense, any business or use permits, licenses, approvals, registrations, or other permissions or approvals required by any all applicable Federal, State, local or other governmental or regulatory agencies having jurisdiction for User's use of the district's facilities and/or grounds, related to the operation of User's program, or otherwise connected User's use of the facilities or grounds. This includes, without limitation, that all child care or day care programs shall be properly licensed and registered as required by law. User shall be solely responsible for the administration and operation of its activities and use of the district's facilities and/or grounds. Prior to commencement of its use of District facilities or grounds, User shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1 or as otherwise may be required by the California Department of Social Services, Department of Education, or otherwise.
  
15. As-Is Basis – The District makes no representation or warranty to the Applicant or undersigned of any kind, express or implied, regarding the facilities, grounds, equipment, and/or personnel provided by the District. Applicant hereby acknowledges, understands, and agrees that any facilities, grounds, and/or equipment provided to Applicant under the Civic Center Act via District issued use permit is on an "as-is", "where-is" and "with any and all faults" basis, without representation or warranty, whether express or implied, of any kind whatsoever, including, without

limitation, any representation or warranty of fitness or suitability for Applicant's particular use or purposes. Applicant acknowledges that prior to using any District facility, grounds, or equipment, Applicant shall inspect the requested facility or grounds, including appurtenant facilities or grounds, and/or requested equipment, and by using the facilities, grounds, and/or equipment, Applicant stipulates and agrees that the facilities, grounds, and/or equipment are clean, safe, and in usable condition, that Applicant is satisfied with the condition, suitability, and fitness thereof, and that Applicant accepts the same "as-is", "where-is" and "with any and all faults", without representation or warranty, either express or implied. Applicant expressly waives any and all claims for defects in the subject facilities, grounds, and/or equipment, including any latent defects therein.

- 16. Fees – Applicant understands and agrees that fees for Applicant's use of District facilities, grounds, equipment, and/or District personnel shall be charged in accordance with the District's Fee Schedule [E(2)1330] pursuant to BP 1330 and AR 1330. In District's sole discretion, a deposit may also be required, in addition to fees for special or additional services or facilities pursuant to BP 1330 and AR 1330.
  - **One-Time Uses:** Applicant shall pay District a deposit equal to fifty percent (50%) of the total estimated charges upon approval of this Application, and Applicant shall pay District all remaining fees owed no later than fifteen (15) days prior to Applicant's scheduled use as specified in Applicant's use permit in accordance with BP 1330, AR 1330, E(1)1330, and E(2)1330.
  - **Reoccurring Uses:** Applicant's payment of fees for the first scheduled use must be paid upfront upon approval of this Application. Remaining fees owed must be paid to district by Applicant in full no later than fifteen (15) days prior to the first scheduled date of the reoccurring use of the facilities or grounds in accordance with Applicant's use permit and BP 1330, AR 1330, E(1)1330, and E(2)1330.
- 17. District Priority. Applicant understands and agrees that district and school activities take precedent, and that Applicant's use may be cancelled even if Applicant's use is approved.

APPLICANT HAS READ AND UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS APPLICATION AND AGREEMENT FOR USE OF SCHOOL FACILITIES AND GROUNDS, AND SHALL COMPLY WITH ALL TERMS AND CONDITIONS CONTAINED HEREIN. APPLICANT FURTHER REPRESENTS THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT. APPLICANT'S PROVISION OF AN INCOMPLETE OR LATE APPLICATION MAY RESULT IN DELAY OR DENIAL OF ISSUANCE OF A USE PERMIT. MISSTATEMENTS, MISREPRESENTATIONS, OR OMISSIONS MAY CAUSE CANCELLATION, REVOCATION, OR DENIAL OF ISSUANCE OF USE PERMIT OR ANY FUTURE USE PERMITS TO APPLICANT.

APPLICANT ACKNOWLEDGES RECEIPT OF THE DISTRICT'S FEE SCHEDULE [E(2)1330], TERMS AND CONDITIONS FOR USE OF DISTRICT FACILITIES AND GROUNDS [E(1)1330], BOARD POLICIES, INCLUDING BP 1330, AND ADMINISTRATIVE REGULATIONS, INCLUDING AR 1330, WHICH ARE INCORPORATED HEREIN AND SHALL BE INCORPORATED INTO AND PART OF ANY USE PERMIT ISSUED BY DISTRICT TO APPLICANT IN CONNECTION WITH THIS APPLICATION. APPLICANT HAS READ AND UNDERSTANDS THE DISTRICT'S FEE SCHEDULE [E(2)1330], TERMS AND CONDITIONS FOR USE OF DISTRICT FACILITIES AND GROUNDS [E(1)1330], BOARD POLICIES, INCLUDING BP 1330, AND ADMINISTRATIVE REGULATIONS, INCLUDING AR 1330, AND SHALL COMPLY WITH ALL TERMS AND CONDITIONS CONTAINED THEREIN.

IF A USE PERMIT IS ISSUED TO APPLICANT IN CONNECTION WITH THIS APPLICATION, APPLICANT SHALL KEEP A COPY OF THE USE PERMIT, INCLUDING CERTIFICATE OF INSURANCE AND PROOF OF PAYMENT OF FEES, IN ITS POSSESSION AT ALL TIMES DURING APPLICANT'S USE OF DISTRICT FACILITIES, GROUNDS, AND/OR EQUIPMENT.

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant or Duly Authorized Representative of Applicant

\_\_\_\_\_  
Printed Name and Title

FOR DISTRICT USE ONLY:

**Use Permit**

(Valid only with all required approvals and payment of fees)

<ul style="list-style-type: none"> <li>• <b>Date Application Received:</b> _____</li> <li>• <b>Certificate of Insurance Received?</b> ___ Yes ___ No</li> <li>• <b>Date Certificate of Insurance Received:</b> _____</li> <li>• <b>Written Authorization for Duly Authorized Representative of Applicant Received?</b> ___ Yes ___ No</li> <li>• <b>Proof of required federal, state, local license, registration, permit, etc. provided? (Type):</b> _____</li> <li>• <b>Applicant is:</b> (check one)              ___ Group 1 ___ Group 2 ___ Group 3 ___ Group 4 ___ Group 5</li> <li>• <b>Applicant Priority Group #:</b> _____</li> <li>• <b>Assigned Facilities/Grounds:</b> _____ <b>Storage?:</b> _____</li> <li>• <b>Facilities/Grounds Fees:</b> \$ _____ (per hour) \$ _____ (total)</li> <li>• <b>Security Required?</b> _____ <b>Custodial Required?</b> _____  <b>District Attendants Required?</b> _____ <b>Other?</b> _____              (Specify): _____</li> <li>• <b>Fees for Additional or Special Labor, Services or Facilities</b> (if applicable):              \$ _____ (per hour) \$ _____ (total)              Overtime? ___ (required) ___ (not required)</li> <li>• <b>TOTAL FEES:</b> \$ _____ <b>Deposit Required?:</b> ___ Yes ___ No  <b>Payment Required:</b> ___ Upfront [or] ___ Invoice  <b>Date Deposit Received:</b> _____ <b>Date Total Fees Received:</b> _____</li> </ul>	<p><u>Approvals Required:</u> (check all applicable)</p> <p><input checked="" type="checkbox"/> <b>Facilities Specialist</b></p> <p>_____ Signature Date</p> <p><input checked="" type="checkbox"/> <b>Principal/Site Administrator:</b></p> <p>_____ Signature Date</p> <p><input checked="" type="checkbox"/> <b>M&amp;O Director:</b></p> <p>_____ Signature Date</p> <p><input type="checkbox"/> <b>Superintendent or designee</b> (if applicable):</p> <p>_____ Signature Date</p> <p><input type="checkbox"/> <b>Other:</b> _____</p> <p>_____ Signature Date</p>
<p><b>Additional Terms and Conditions:</b> _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>USE PERMIT ISSUED:</b></p> <p>___ Yes ___ No</p> <p><b>Expiration Date:</b> _____</p>
<p><b>Explanation for Denial</b> (if denied): _____</p> <p>_____</p> <p>_____</p>	

# **Existing Policies**

San Rafael City Schools | BP 1330 Community Relations

## Use Of School Facilities

### Philosophy

The Board of Education recognizes that district facilities are a community resource whose primary purpose is to be used for school programs and activities. The Board authorizes the use of school facilities by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities.

The Board also recognizes that there are costs involved in non-school related use of facilities and that charges are necessary so that school monies will not be used in support of non-school related activities.

### Authority

California law permits the Board of a school district to grant the use of school buildings or grounds for public use.

The Board may also establish such terms and conditions of usage as it deems proper, subject to the limitations, requirements and restrictions set forth in the Education Code of the State of California.

The Board has the authority to levy and adjust fees.

Use of school property shall be under the supervision of the Superintendent or designee.

### Authority to Approve or Deny Applications

1. Site administrators recommend approval or denial of applications.
2. Director of METS or designee recommends approval or denial of applications for field use.
3. Facilities Coordinator approves applications based on discussion with, and recommendations of the site administrator and the Director of METS or designee, as necessary.
4. Superintendent or administrative designee denies application, after discussion and recommendations of Site Administrator, Director of METS, Facilities Coordinator and applicant, as appropriate.

### Guidelines

1. All school-related activities (clubs, class events, etc.) shall be given priority in the use of facilities under the Civic Center Act. Thereafter, the use of facilities shall be coordinated by the Superintendent or designee based on the Priority of Users (See section below).
2. All use of school facilities shall comply with all state and/or local, fire, health and safety laws.
3. Start and end times for Facility Use permits shall be in compliance with city and county noise ordinances respectively.

4. All school grounds are closed from sunset to sunrise; except by authorized permit only.
- 5 No parking in fire lanes is permitted as fire lanes must be kept clear at all times. Parking in designated areas only; unauthorized vehicles may be cited and towed at owners' expense. (Vehicle Code 22658)
6. The Board shall make school facilities and grounds under its jurisdiction available as a civic center to citizens and community groups, for the following purposes:
  - a. Public, literary, scientific, recreational, educational or public agency meetings.
  - b. The discussion of matters of general or public interest.
  - c. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any religious organization which has no suitable meeting place for the conduct of services. As required by law, religious groups shall be charged at least a direct-costs fee.
  - d. Child care programs to provide supervision and activities for children of preschool and elementary school age.
  - e. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.
  - f. Supervised recreational activities.
  - g. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, and shall cooperate in furnishing and maintaining such services as it deems necessary to meet community needs. (Education Code 32282)
  - h. Other purposes deemed appropriate by the Board.

#### Priority of Users

Applications for use of school facilities shall be given preference in the following order:

1. In-school uses (clubs, class events, etc).
2. Contracted uses (leases and licenses).
3. School and district affiliated groups (PTA, Booster Clubs) support groups.
4. Community youth service organizations, such as Boy and Girl Scouts.
5. Non profit youth groups, such as youth sports and recreation groups.
6. Public agency youth recreation activities.
7. Public agency adult recreation and activities.
8. Public agency meetings, such as city, county and other school districts.

9. Non profit adult recreation, such as adult baseball.
10. Non profit community groups such as homeowners and senior citizen groups.
11. Individual family use for one-time events, such as picnics or birthday parties.
12. Public agency advertising/sponsoring a for profit use.
13. For profit uses by individual or business entities.
14. Religious organizations for services and fund raisers.
15. Movie or commercial film companies.

#### Fees for Use of School Facilities

1. Group A - Free Use: The Board shall grant the use of school facilities without charge to schools, school-related organizations and clubs/associations which promote youth and school activities. These groups include, but are not limited to - Girl Scouts, Boy Scouts, Camp Fire, parent/teacher associations and school/community advisory councils.

Should any of the above groups prefer to use school facilities at a time when custodial services are not normally available (for example, on a Saturday, Sunday, an evening, or holiday or if special facilities or services are required, such as personnel or equipment), or the activity exceeds the normal capacity of the custodial services available, the District will charge a fee equal to the direct cost of those services

2. Group B - Special Fee: Group B users are non profit Youth Groups, such as youth sports and recreation groups, Public Agency - both youth and adult recreation and activities. Group B users shall be charged a special fee plus a pro-rated share of the expense to repair and/or refurbish the facility used each year.

3. Group C - Direct Cost: Group C users are non profit community groups, such as homeowners and senior citizens; religious organizations for services, other public agencies using the facilities for meetings; and individual family use for one-time events, such as picnics or birthday parties, etc. Group C users shall be charged a fee not to exceed direct costs to the district.

Direct costs shall include those items defined in Education Code 38134.

4. Group D - Fair-Rental-Value Fee: Group D users are non profit adult groups, including adult sports and recreational activities; and for profit uses by individual or business entities.

a. Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. Fair rental value includes direct costs plus the amortized costs of the facilities or grounds used by the user group.

b. Use of facilities for commercial purposes shall apply to all citizens, associations, clubs or organizations which are not qualified for classification as direct cost users, yet are formed for recreational, educational, political, economic, artistic, or moral activities. Any monies received may be used for purposes other than the welfare of the students in the district or charitable purposes.

(1) The applicant shall be a responsible citizen or a responsible organization.

(2) The purpose of the meeting shall be to engage in supervised recreational activities or to discuss any subjects and questions which pertain to the educational, political, economic, artistic, and moral interests of the citizens of the school community.

5. Group E - Fair Market, Plus: Group E users are movie and commercial film companies. The Group E fee shall be based on the fair rental value of the facility including direct costs plus the amortized costs of the facilities or grounds used by the user group.

#### 6. Reciprocal Agreements as Fee Replacement

a. If a non-district organization allows a district organization to use its facilities, a reciprocal agreement could be approved by the Superintendent or designee for the non-district organization to use district facilities.

b. The agreement would be for approximately the same size facility and similar amount of time.

#### 7. Facility Fee Waiver

a. The facility use fee may be waived if the user is offering a program that is to a major degree an extension of the school instructional program and the school is requesting the user to provide the service.

b. The facility use fee may be waived by the Superintendent or designee if the user meets the following criteria:

(1) The organization's use benefits the students of San Rafael City Schools.

(2) The organization's improvements to district facilities benefit the students of the district and not only the organization's use.

(3) The organization contributes to the continuing maintenance and operational costs of district facilities.

(4) The organization's use does not generate wear and tear and the need for maintenance above normal student use.

#### Prohibited Uses

The Board shall not grant the use of school facilities for any of the following activities:

1. Any use by an individual or group for the commission of any act intended to further any program or movement dedicated to overthrowing the United States or State of California governments by force, violence or other unlawful means.

2. Any use of school facilities or grounds which is inconsistent with their use for school purposes or which interferes with the regular conduct of school or school work.

3. Any use which is discriminatory in the legal sense.

4. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco products, on school property.
5. Any use that includes disorderly conduct including fighting, quarreling, loud, threatening, abusive, insulting or indecent language or noise which may be offensive to other activities or the neighborhood including any music that has offensive language.
6. Any use of buildings, grounds, or time of day not specifically authorized by the use permit.
7. Any use that is specifically prohibited by the school district (e.g. skateboarding, dogs, or any other animals that create a safety concern for people or property, etc.
8. The use of food and beverages is prohibited in classrooms, gymnasiums, theaters, and office/counseling areas. Any use of food and beverages is restricted to areas specifically authorized.
9. Unauthorized advertisement or solicitation is prohibited unless written approval is provided by the district in advance.
10. An event that does not provide for adequate supervision to ensure the safety of participants/visitors and protects the district facilities being used.
11. Any event that violates the city or county noise ordinance(s) or fire codes.
12. The Board may require additional information from the facilities use applicant in order to determine the following:
  - a. If the use includes prohibited activities (noted above)
  - b. If adequate supervision is planned for the activity
  - c. If the number of the attendees meets the occupancy requirements
  - d. If age group is appropriate for the facility or event
13. The Board may require, at its discretion, that on-site security, additional custodial, and or parking attendants be provided by SRCS, at the users' expense, in order to ensure that the health and safety of participants, neighbors and community members is maintained. This includes ensuring that parking is monitored and violations are prevented, that noise requirements are met, and that district property is not damaged or vandalized.
14. Violations of any of the conditions noted above shall be grounds for immediate revocation of the permit for use of such facilities. In the event of such revocation, all persons so affected shall immediately vacate the school facility. In addition, violations of any of the above conditions may include fee/fines and the suspension of future use of the facilities.
15. The Board may exclude certain facilities from non-school use for safety and security reasons:
  - a. The Board shall not grant use, by non-school personnel, of school or district offices, computer rooms which may contain confidential records or information.

- b. The Board shall not grant use of classrooms or other facilities which may contain hazardous chemicals or equipment that cannot be used safely without special knowledge or skills.
- c. Food service kitchen

#### Damage to School Property

1. The Superintendent or designee shall require a hold harmless agreement to be signed as part of the Application and Permit for Use of School Facilities form.
2. Groups or persons using school facilities or grounds under the provisions of this policy shall be liable for any damages to property caused by the activity. The Board shall charge the amount necessary to repair any damages. The Board may require, at its discretion, a deposit for damages. Further use of school facilities may be denied the responsible party.
3. Any group using school facilities or grounds shall be liable for any injuries resulting from its negligence during such use. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. Groups other than those that promote youth and school activities shall be required to include the district as additional insured on their liability policies.
4. Groups or organizations shall provide the district with evidence of insurance against claims arising out of the groups own negligence. Groups other than those that promote youth and school activities shall be required to include the district as additional insured on their liability policies for claims arising out of the negligence of the group.

#### Youth Organizations

The Board recognizes the importance of youth activities and the need to facilitate the use of facilities by community youth organizations. At the same time, the Board wishes to establish cooperative relationships with neighborhoods surrounding school facilities.

1. The Board shall support an agreement between the San Rafael Little League and the Bayside Acres Homeowners Association with respect to use of Glenwood School fields.
2. The Board recognizes the intent of the Bayside Acres Homeowners and the San Rafael Little League to work cooperatively to resolve any differences that could arise over the use of the Glenwood School fields for games and pre-game practices.
3. To that end the Board supports the Revised and Restated Agreement (E 1330) dated March 16, 2013 between the BAHOA and the SRL. The times for SRL practices and games at the Glenwood School fields, and the use of an amplified sound system, will be governed by this Revised and Restated Agreement.
4. This Revised and Restated Agreement is considered part of the Policy.
5. An amplified sound system (SS) will be used in accordance with the Revised and Restated Agreement between BAHOA and SRL, for specific restrictions to the SS, refer to section D of the Revised and Restated Agreement. However, in no case will the SS be used for more than 18 total games (including Opening Day games but excluding Sponsor Day and the Challenger Series games.)

6. Use of the field by SRLI on Saturdays and Sundays will be in accordance with the Revised and Restated Agreement dated 03/16/2013. Except for Opening Day games, Regular Season and Challenger Series games will not be scheduled on Sundays. When it's necessary to reschedule a game, SRLI will make a reasonable effort to avoid rescheduling it to Sunday.

7. Hours for use of the SRLI field at Glenwood on weekends will be in compliance with the Revised and Restated Agreement.

#### Application for Use of Facilities

The Superintendent shall maintain application procedures and regulations for the use of school facilities. Regulations shall include, but not be limited to:

1. No organization may obtain a Use Agreement of more than one year in duration. Unless otherwise stated on the Use Agreement, all Agreements for the use of district facilities shall expire on June 30th. Such agreements may be renewed.
2. Preserving order in school buildings and on school grounds, and protecting school facilities. If necessary, a person may be designated to supervise this task.
3. Ensuring that the use of facilities or grounds under this policy is not inconsistent with the use of the school facilities or grounds for school purposes and does not interfere with the regular conduct of school work.
4. Persons or organizations applying for use of facilities shall submit a statement which assures the Board that:
  - a. The facility applied for will not be used to further any program intended to advocate the overthrow of the government of the United States or the State of California by force, violence, or other unlawful means.
  - b. The organization applying does not advocate the overthrow of the government of the United States or the State of California by force, violence, or other unlawful means.
  - c. The organization is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States.
5. Any person applying for use of school property on behalf of any society, group, or organization shall be an officer of the applicant group or as a member of the group shall present written authorization from the group to make the application.
6. The written "statement of information" shall be submitted on a form (Application and Permit for Use of School Facilities) provided by the district no less than 30 days and no more than six months in advance of the event.
7. All persons or organizations applying for the use of school facilities shall provide the district with proof of insurance, naming San Rafael City Schools as an additional insured and providing indemnification against damages and defense expense.
8. A copy of the Board's policy and regulations governing use of school facilities shall be issued to all persons or groups requesting use of district facilities or grounds.

9. In the event of any accident, injury, or damage to property an "Incident/Accident Report" shall be completed by the authorized user group within 24 hours and submitted to the SRCS Facilities Use department.

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

MILITARY AND VETERANS CODE

1800 Definitions

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 90 (1999)

79 Ops.Cal.Atty.Gen. 248 (1996)

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

#### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Policy SAN RAFAEL CITY SCHOOL DISTRICT

adopted: March 13, 1989 San Rafael, California

revised: November 22, 2010

revised: January 10, 2011

revised: August 26, 2013