

Regulation 1330: Use Of School Facilities

Status: ADOPTED

Original Adopted Date: 06/16/2015 | **Last Revised Date:** 11/19/2019 | **Last Reviewed Date:** 11/19/2019

Community Relations 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.

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.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

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 church or religious organization
4. Child 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. A community youth center
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board

Priority of Use

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:

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, School-Connected Organizations, Educational Foundations, Community Advisory Committees, etc.).
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.
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.
12. Public agency advertising/sponsoring a for-profit use.
13. For-profit uses by individuals or business entities, or other groups.
14. Movie or commercial film companies.

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 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.

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.

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.

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.

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.

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. Applicants, and duly authorized representatives of Applicants applying on their behalf, must be over the age of 18. Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization for Applicants duly authorized representative from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

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 via the district's online Application system (available at [www.rossvalleyschools.org/Facilities Use](http://www.rossvalleyschools.org/Facilities%20Use))), 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 respective school site or the District Office in person or by mail.

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 ("User Group Categories") qualifications applicable.

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 www.rossvalleyschools.org 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, E 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.

Applicants must contact the district 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.

District Review of Applications

1. The principal or site administrator shall review the Application and recommend tentative approval or denial within a reasonable time of receiving the submitted Application, dependent upon the availability of the requested facility/grounds, equipment, district personnel, use, time, and location requested. The Application will be forwarded to the District Office for the next level of review.
2. The Director of Maintenance & Operations 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. It will also be reviewed for the following:
 - 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.
3. The district's Director of Maintenance & Operations shall notify the Applicant of the approval, or if denied, the reasons for denial.
4. **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, and Applicant, as appropriate.
5. **Additional Conditions.** In accordance with Education Code sections 38131 and 38133, the 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 RVSD, 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 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 Business 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.

6. **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.

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 Business Office or online at: www.rossvalleyschools.org (Departments, 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	X	X				
Group 3	When applicable			X	X		
Group 4	When applicable					X	
Group 5	When applicable						X

Cost of Additional Labor, Facilities or Services

1. 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.

- 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.
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 (if applicable). The discount percentage applied for Operational Direct Costs shall be twenty percent (20%).

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.

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.

Payment of Fees

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 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.

Use Permit

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.

The principal or school site administrator (and/or M&O Director, if applicable) shall notify involved school personnel and assign staff, as appropriate, to facilitate Applicant's use pursuant to the Use Permit.

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 non-transferable from one User to another or to any other organization, individual, group, society, club, association, or other entity or person.

Restrictions and 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.
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.
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.
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.
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 is prohibited 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.

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 cancelation 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:

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.
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.

Damage and Liability

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. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

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 Ross Valley School District 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.

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

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 RVSD Business Office.

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Status: ADOPTED

Original Adopted Date: 02/03/2015 | **Last Revised Date:** 11/19/2019 | **Last Reviewed Date:** 11/19/2019

Community Relations

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis. For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

The Board authorizes the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041.

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

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. (Education Code 38134)

Calculating Direct Costs

Direct costs to be charged for community use of each, or each type of, school facility or grounds shall be calculated in accordance with 5 CCR 14038 and may reflect the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds

2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Use of School Facility as Polling Place

The Board may authorize the use of school buildings as polling places on any election day, and may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official specifically requests the use of a school building as a polling place, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)

When a school is used as a polling place, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. He/she shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place.

Exhibit (PDF) 1330-E PDF(1): Use Of School Facilities

Status: ADOPTED

Original Adopted Date: 11/19/2019 | **Last Reviewed Date:** 11/19/2019

See PDF on the next page.

Ross Valley SD

Administrative Regulation – Exhibit A

Use of School Facilities

AR 1330

Community Relations

CIVIC CENTER USE - SCHEDULE OF FEES

Rates in Dollars per Hour

Facility or Grounds	Type / Location	Group 1	Group 2	Group 3	Group 4	Group 5
Classroom (non-specialized)	Classroom - All School Sites	\$0*	\$16	\$24	\$72	\$144
Specialized Classrooms	Art	\$0*	\$35	\$53	\$158	\$315
	Music	\$0*	\$35	\$53	\$158	\$315
	Other	\$0*	\$35	\$53	\$158	\$315
Conference Rooms	All School Sites	\$0*	\$16	\$24	\$72	\$144
Multi-Purpose Rooms	Manor, Wade Thomas	\$0*	\$42	\$63	\$189	\$378
	Brookside, Hidden Valley, White Hill Middle School	\$0*	\$57	\$86	\$257	\$513
Libraries	All School Sites	\$0*	\$70	\$105	\$315	\$630
Fields	Brookside, Manor, Wade Thomas	\$0*	\$40	\$60	\$180	\$360
	Hidden Valley, White Hill Middle School	\$0*	\$63	\$95/day	\$284	\$567
Parking Lots		\$0*	\$12	\$18	\$54	\$108
Outdoor Basketball Courts		\$0*	\$8	\$12	\$36	\$72
Restrooms	Each Set - All School Sites	\$0*	\$14	\$21	\$63	\$126

The above-listed facilities and grounds do not include infrequently requested facilities and grounds or uses. Facilities and grounds not listed above may, in district's sole discretion, be made available for civic center use. Fees charged for such facilities and grounds shall be established by the Chief Business Official in accordance with district's Board Policy 1330 and California Code of Regulations, Title 5, section 14037, et seq.

Facilities and grounds that are unavailable for civic center use for safety or security reasons are not listed above.

Other Fees

In instances where special or additional labor, services, equipment, or facilities are required for the use, facilities/grounds, equipment, location of use, date(s) of use, or time(s) of use at additional cost to district outside the purview of the facilities/grounds fees set forth above, these costs shall be borne by user.

Labor/Services Fees

Use of certain district facilities/grounds or equipment require supervision by designated district personnel. Additionally, based on the use, date(s) of use, or time(s) of use, 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. Special or additional labor or services do not include any services district personnel is able to perform as part of their normal duties during regular hours/days without additional cost to district.

Labor / Services	Hourly Rate	Labor / Services	Hourly Rate
Custodial - Additional or special labor or services. Minimum of two (2) hours if custodial services required are outside of regular working hours or days.	\$50	Technology Support - Additional or special technology labor or services; supervision or operation of district technology equipment for civic center user. (Required for use of district technology and wifi).	\$50

If the provision of security or other services not provided by district are required as a condition of approval of use, the civic center user shall be solely responsible for obtaining and providing such service to the satisfaction of district at user's sole cost and expense.

Storage Fees

Storage of personal property or equipment by civic center users at district school sites or property is prohibited unless written pre-approval is obtained from district. Civic center users shall be assessed storage fees established by the Chief Business Official in accordance with

district's Board Policy 1330 and California Code of Regulations, Title 5, section 14037, et seq., based on the nature, scope, and location of the approved storage.

Equipment Fees

Use of district equipment by civic center users requires advance written approval from district and special or additional labor or services of district personnel. Labor and/or service fees shall be charged in accordance with the labor/services fee schedule above for use of district equipment.

Fee Schedule Rate Adjustment

Fees stated herein are valid only for the academic year specified above. Use Permits issued prior to that date shall be charged in accordance with the Fee Schedule in effect at the time of the issuance of the Use Permit until the expiration of the Use Permit. The fees stated herein shall be effective for all civic center uses as of 7/1/2019.

Fees shall be updated and effective as of July 1 of each year thereafter

Exhibit (PDF) 1330-E PDF(2): Use Of School Facilities

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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 30th 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 1st – June 30th) 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 or any restricted substances, including, without limitation, intoxicants, narcotics, tobacco products, including vaporized or e-cigarettes, marijuana, illegal drugs, or which would otherwise violate the district-wide policy prohibiting the use of tobacco or drug or alcohol products is prohibited at all times at all district facilities and property.
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 the 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 the 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.
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.
3. At no time shall smoking be permitted in classrooms, gymnasiums, theaters, auditoriums, specialty teaching spaces, or any other district facilities, grounds or other property.
4. 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.
5. 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.
6. Use of gym equipment and adjoining rooms is prohibited without prior written authorization from the District.
7. 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.

USE OF SCHOOL FACILITIES (continued)

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

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 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

USE OF SCHOOL FACILITIES (continued)

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. Custodial services may be provided at no charge to those Users qualifying under the Group 1 User Group 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 third party security services are needed during User's use of school facilities or grounds that 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.

USE OF SCHOOL FACILITIES (continued)

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. Athletic Fields and Outdoor Courts

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 public address (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 PA system or other 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.

USE OF SCHOOL FACILITIES (continued)

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.

H. 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, 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.

USE OF SCHOOL FACILITIES (continued)

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 district/school attendee in charge. When the stage is to be used, full details in writing of personnel and equipment needed must be 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.

