

# Soledad Unified School District

## RULES AND REGULATIONS FOR USE OF Soledad USD PROPERTY

1. A representative of the organization must complete the attached application form. The representative must sign the form, giving their address and phone number in case the school needs to contact them. This form must be returned to the District Office and approved by the administration before the event can be scheduled.
2. All user Groups shall provide a Certificate of Insurance showing they are properly insured for their own negligent acts.
3. The use of District facilities by user Groups II and III shall be conditioned upon the user agreeing to hold the District, its Governing Board of Trustees, the individual members thereof, and all District officers, agents, and employees free and harmless from any loss, damage, liability, cost or expense that may arise out of or be caused in any way by such use or occupancy of school property, and shall also provide an "additional named insured" endorsement naming the School District. Users of District facilities shall furnish such liability or other insurance for the protection of the public and the School District as the Chief Fiscal Officer may require.
4. The individual signing the Application for Use of School Property shall, as a condition of use, agree to be held financially responsible in the cause of loss or damage to district property.
5. School premises will not be available during hours that will interfere with the regular functions of the school. School activities and sporting events have priority over any other use of facilities.
6. All permission for use of facilities will be for the specific dates and times only. It is the responsibility of the organization to arrive and leave on time and to ensure the facility is left clean. Additional charges will be made for longer hours of use than what was requested.
7. After the event is over, the District will bill the organization for the charges. Charges will be based on the minimum number of hours the facility was requested, and additional charges will be billed for longer use. An additional charge may be made for any damage done to property or for excessive trash or spills.
8. No smoking, alcoholic beverages, drugs, gambling, fights, or firearms are allowed on school property. No food or drinks are allowed in any facility except for cafeterias and the Mission Room. Food and drinks may be set up outside gymnasiums, libraries, or classrooms. An adult must be stationed at each door to these facilities to ensure that no food or drinks are taken in.
9. Groups using the gym for athletic events must provide at least one adult in addition to coaches for supervision.
10. Cancellation or denial of facility use may be made at the school's discretion. Any organization causing damage or vandalism of school facilities will not be allowed to use the facilities again. Organizations that do no pay for facility use after being billed will be denied future use of facilities.

# Soledad Unified School District

## Schedule of Fees Use of School Property

	<b>GROUP I</b>	<b>GROUP II</b>	<b>GROUP III</b>	<b>DEPOSIT</b>
	<b>Soledad Unified School District Organizations and Non Profit/No Admittance Fee</b>	<b>Non-Profit/ Admittance Fee</b>	<b>Commerical, Religious Organizations/ Admittance Fee</b>	
Classrooms	No Charge	\$25/hour	\$45/hour	\$50
Multi-Purpose	No Charge	\$55/hour	\$75/hour	\$100
Multi-Purpose w Kitchen	No Charge	\$65/hour	\$85/hour	\$100
Gymnasium	No Charge	\$75/hour	\$85/hour	\$100
Football Stadium	No Charge	\$175/hour	\$325/hour	\$300
Athletic Field	No Charge	\$45/hour	\$65/hour	\$100

<b>PERSONNEL RATES</b>				
<b>Type</b>		<b>Regular Time</b>		
(1)Custodial/Security Services	Actual time charge @	\$30.00/hr.		
(2)Kitchen Services	Actual time charge @	\$30.00/hr.		

1. Gymnasiums may not be used by any group that may harm the finish on floors.
2. No food or drinks are allowed in the gymnasiums, libraries, or classrooms.
3. Charges for unusual requests will be made on an individual basis.
4. When facilities are used, the permit holder is responsible for cleaning and restoring the facility to its original condition immediately after use. A fee will be charged if cleaning becomes a district responsibility.
5. Security personnel are required for activities involving more than 100 people and/or activities that are determined to be high risk.

**Soledad Unified School District  
Application for Use of Facilities and Grounds**

<b>SITE REQUESTED :</b>	<b>ROOM REQUESTED:</b>	<b>FACILITY</b> <input type="checkbox"/>
		<b>GROUND</b> <input type="checkbox"/>

**INTENDED USE OF FACILITY:**

**SEATING FOR HOW MANY PERSONS:**

**DATE(S):** \_\_\_\_\_ **TIME:** \_\_\_\_\_

<b>MONTHS NEEDED:</b>	<b>FROM:</b>	<b>TO:</b>
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1. Will admission fees be charges or contributions solicited? YES  NO

2. If answer to (1) is yes, will net receipts be expended for welfare of pupils of the district or for charitable purposes? YES  NO

3. Is meeting open to general public? YES  NO

4. Will the activity serve beverages and food? YES  NO

5. Will you need Custodial assistance? YES  NO

6. Will you need someone to open and close? YES  NO

6A. Areas to be unlocked/locked? Please list areas: \_\_\_\_\_

7. Will the activity require tables and chairs? If yes, how many? YES  NO

8. Will the activity require rearranging of furniture? If yes, fill out additional form YES  NO

The applicant group agrees to comply with the school district's rules and regulations regarding civic center use of school facilities. **(A COPY OF THE RULES IS ATTACHED AND IS MADE A PART OF THIS APPLICATION.)**  
 The applicant states that he/she is a member of the applicant group, and unless he/she is an officer of the group, has obtained written authorization (copy provided) from the group to apply for the use of the school facility. Should any facilities or equipment be damaged or destroyed as a result of such group, it is agreed that the group shall be responsible for the cost of repairing or replacing same.  
 The undersigned states that, to the best of his/her knowledge, the school property for use of which application is hereby made, will not be used for the commission of any act intended to further any program or movement, the purpose of which is to accomplish the overthrow of the government of the United States or the State of California by force, violence, or other unlawful means. The \_\_\_\_\_, the organization on whose behalf he or she is making application for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury. **THIS IS AN APPLICATION ONLY AND DOES NOT BECOME A PERMIT UNTIL APPROVED BY A SCHOOL OFFICIAL AND THE DISTRICT OFFICE.**

<b>Applicant Group</b>	<b>Mailing:</b>	<b>Phone:</b>
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<b>Applicant Name:</b>	<b>Mailing:</b>	<b>Phone:</b>
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<b>Applicant Signature:</b>	<b>Date:</b>
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<b>Approved by Site Administrator:</b>	<b>Date:</b>
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<b>Final Approval by District Office:</b>	<b>Date:</b>
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**CHARGE FOR USE:** YES  NO

<b>Custodian</b>	\$ _____	per hour	<b>Distribution:</b>
<b>Other</b>	\$ _____	per hour	White - District
<b>Utilities</b>	\$ _____	per hour	Canary - Applicant
<b>Fair Rental</b>	\$ _____	per hour	Pink - School
			Green - Head Custodian

**SOLEDAD UNIFIED SCHOOL DISTRICT**

**STATEMENT OF INFORMATION**

The undersigned states that, to the best of his/her knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purposes of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means.

That \_\_\_\_\_, the organization on whose behalf he/she is making application for use of school property, does not, to the best of his/her knowledge, advocate the overthrow of the government of the United States or the State of California by force, violence, or other unlawful means, and that, to the best of his/her knowledge, it is not a communist action organization or communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Organization, if Applicable)

**SOLEDAD UNIFIED SCHOOL DISTRICT**

Timothy J. Vanoli, District Superintendent

**E (2) 1330  
HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_, agree to and hereby indemnify and hold harmless the Soledad Unified School District, its officers, agents and every claim or demand made, from every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Death or bodily injury to persons, loss of or injury to property, or any loss, damage or expense which may have been sustained by the District or any person, firm or corporation employed by the District upon or in connection with the activity called for in this agreement.
- (b) Any injury to or death of persons or damage to property, any loss or theft sustained by person, firms or corporation arising from any act of neglect, default, omission, negligence or willful misconduct of \_\_\_\_\_, or any person firm or corporation employed by \_\_\_\_\_, either directly or by independent contract and attributable in connection with the activity covered by this agreement, on or off District property.

\_\_\_\_\_, at the expense, cost and risk, shall defend any and all action suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees and shall pay or satisfy any such claim, demand, liability, or judgment rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result of the activity called for in this agreement.

**ACTIVITY:** \_\_\_\_\_

Legal Name: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_

District Agent: \_\_\_\_\_

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

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

1261 Metz Road • P.O. Box 186 • Soledad, CA 93960 • (831) 678-3987 • Fax (831) 678-2866

Form S-68 R (3-01)

Distribution: White - District Office  
 Canary - Vendor  
 Pink - Director of Facilities



*Soledad Unified School District  
Use of Facilities*

<b>Date of Event:</b>	<b>Nature of Event:</b>
<b>Organization:</b>	<b>School Requested:</b>
<b>Requested By:</b>	<b>Room Requested:</b>
<b>Date Requested:</b>	

In the space below, please indicate the number of tables, chairs, AV equipment, etc., you will need. Please draw a sketch of how you want it set up.

<b>Scheduled By:</b>	<b>For District Use Only:</b>
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CC: District Office Requesting Party MOT	
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# **Soledad USD**

## **Administrative Regulation**

### **Use Of School Facilities**

AR 1330

#### **Community Relations**

##### General Procedures and Requirements

Any persons applying for the use of any school facility or ground on behalf of any society, group or organization shall present written authorization from the group or organization to make the application. Nonprofit organizations will be required to provide proof of their 501(c)(3) status to qualify for Type II or Type III fees.

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

All forms in the Facilities Use packet are required to be completed prior to approval and scheduling of facilities. Applicants submitting incomplete forms will be contacted to address the matter. In the event that all requested material is not submitted in a timely manner, the application for use may be denied.

The Superintendent or designee has the authority to schedule and/or cancel events according to Board policy and administrative procedures, to determine appropriate facility use types according to the definitions in BP 1330, to assess appropriate fee schedules, to set standard and additional insurance coverage required, and to establish other regulatory mechanisms to facilitate the application process.

Any cancellation on the part of the school district requires approval of the Superintendent or designee before the applicant is informed of the need to cancel their reservation. The district shall give as much advance notice as is reasonably possible of pending or actual cancellations.

##### 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

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

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 youths may participate regardless of religious belief or denomination

7. A community youth center

(cf. 1020 - Youth Services)

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

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

The district may grant the use of school facilities on those days on which the public school is closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited



by law

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

3. Any use which involves the possession, consumption or sale of alcoholic beverages or any restricted substances, including tobacco use and use of electronic nicotine delivery systems (with or without tobacco)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 5131.6 - Alcohol and Other Drugs)

The district may exclude certain school facilities from non-school use for safety or security reasons. This may include any computer lab setting.

#### Damage and Liability

Groups, organizations or persons using school facilities or grounds shall be liable for any property damages caused by the activity. The Board may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds.

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. Groups or organizations shall also be required to include the district as an additional insured on their liability policies for claims arising out of the negligence of the group.

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

Regulation SOLEDAD UNIFIED SCHOOL DISTRICT

approved: February 13, 2013 Soledad, California

reviewed: June 9, 2014

revised: December 10, 2014

# Soledad USD

## Board Policy

### Joint Use Agreements

BP 1330.1

### Community Relations

In order to ensure the efficient use of public resources and increase access to needed services, the Board of Trustees may enter into an agreement with any public agency, public institution, and/or community organization to use community facilities for school programs or to make school facilities or grounds available for use by those entities. Such an agreement shall be based on an assessment of student and community needs and may be designed to increase access to spaces for recreation and physical activity, library services, school health centers, preschool programs, child care centers, before- or after-school programs, or other programs that benefit students and the community.

(cf. 1020 - Youth Services)

(cf. 1330 - Use of School Facilities)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5030 - Student Wellness)

(cf. 5141.6 - School Health Services)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145.2 - Athletic Competition)

(cf. 6163.1 - Library Media Centers)

(cf. 7000 - Concepts and Roles)

(cf. 7131 - Relations with Local Agencies)

When it is determined that joint use of facilities is in the best interest of the district and community, the Superintendent or designee shall identify a potential partner agency, institution, or organization. He/she shall involve that partner, appropriate district and school staff, and community members in establishing planning processes, goals and priorities for joint use, locations where programs or facilities are most needed, and protocols for ongoing communication and coordination between the partners.

(cf. 1220 - Citizen Advisory Committees)

The Superintendent or designee shall work with the partner agency, institution, or organization to develop a written site-specific joint use agreement that delineates the terms and conditions for joint use of the district or community facilities and the responsibilities of all parties. As appropriate, the agreement may address:

1. The underlying philosophy or reasons for entering into the joint use agreement
2. The specific district or community facilities or grounds that will be made available to the other party and areas that will be restricted
3. Priorities for use of the property
4. Hours that the property will be available for use by the district, the partner, or other parties
5. Projected capital costs, if any, and operating costs

(cf. 7110 - Facilities Master Plan)  
(cf. 7150 - Site Selection and Development)  
(cf. 7210 - Facilities Financing)

6. Resources to be allocated by the district and the partner

(cf. 3100 - Budget)

7. Rental or other fees, if any, to be charged to either party or third parties using the facilities

8. Responsibilities for management, scheduling, maintenance, on-site supervision, accounting, and other operations

9. Procedures and timelines for requesting use of the facilities

10. Code of conduct for users of the facilities and consequences for violations of the code

(cf. 3513.3 - Tobacco-Free Schools)  
(cf. 3515.2 - Disruptions)  
(cf. 5131 - Conduct)  
(cf. 5131.5 - Vandalism and Graffiti)

11. Provision for regular inspection and notification of damage, as well as restitution and repair of property

(cf. 3515.4 - Recovery for Property Loss or Damage)  
(cf. 3517 - Facilities Inspection)

12. Safety and security measures

(cf. 0450 - Comprehensive School Safety Plan)  
(cf. 3515 - Campus Security)  
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 5142 - Safety)

13. Liability, insurance, and risk management issues

(cf. 3320 - Claims and Actions Against the District)

(cf. 3530 - Risk Management/Insurance)

(cf. 9260 - Legal Protection)

14. Duration of the agreement, process for amending the agreement, and the bases for cancelling or terminating the agreement before the expiration date

15. Process for resolving disputes regarding any aspect of the agreement

16. How any equipment purchased or other investments made through the agreement will be disposed of at the termination of the agreement

The agreement shall be reviewed by legal counsel and approved by the Board.

The Superintendent or designee shall provide regular reports to the Board regarding progress toward project goals, including, but not limited to, levels of participation in joint use programs held at school or community facilities, feedback from program participants, and any report of damage to property or harm to individuals resulting from the joint use. As needed, the Superintendent or designee shall recommend amendments to the joint use agreement.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

8482-8484.6 After School Education and Safety Program

8484.7-8484.9 21st Century Community Learning Centers

10900-10914.5 Community recreation programs

17051-17052 Joint use

17077.40-17077.45 Eligibility for joint use funding

17565-17592 Board duties re property maintenance and control

35200-35214 Liabilities

37220 School holidays; use of facilities when school is closed

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

44808 Exemption from liability when students not on school property

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverages on school premises

GOVERNMENT CODE

814-825.6 Liability of public entities and employees

830-840.6 Liability; dangerous conditions on property

895-895.8 Liability; agreement between public entities

989-991.2 Local public entity insurance  
UNITED STATES CODE, TITLE 20  
7171-7176 21st Century Community Learning Centers  
7905 Equal access to public facilities

Management Resources:

CSBA PUBLICATIONS

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

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

NATIONAL POLICY AND LEGAL ANALYSIS NETWORK TO PREVENT CHILDHOOD OBESITY PUBLICATIONS

Model California Joint Use Agreements

Liability for Use of School Property After Hours: An Overview of California Law, July 2009

Checklist for Developing Joint Use Agreements, March 2009

PUBLIC HEALTH LAW AND POLICY PUBLICATIONS

Opening School Grounds to the Community After Hours: A Toolkit for Increasing Physical Activity Through Joint Use Agreements, 2010

WEB SITES

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

California Project LEAN (Leaders Encouraging Activity and Nutrition):  
<http://www.californiaprojectlean.org>

Cities Counties and Schools Partnership: <http://www.ccspartnership.org>

Joint Use Statewide Task Force: <http://www.jointuse.org>

National Policy and Legal Analysis Network: <http://www.nplan.org>

Public Health Law and Policy: <http://www.phlpnet.org>

Policy SOLEDAD UNIFIED SCHOOL DISTRICT  
adopted: June 9, 2014 Soledad, California