

USE OF SCHOOL FACILITIES

Definitions

For purposes of clarity, the following is a brief description of terms for school facilities:

School Facilities, hereinafter called *Facilities*: Includes classrooms, auditoriums, cafeterias, gymnasiums, fields.

Multi Purpose Buildings, hereinafter called "*MPB's*": Includes facilities at schools which have been added/upgraded upon modernization.

Performing Arts Centers, hereinafter called "*Center(s)*": Includes a full theatre stage, with stage lighting, dressing rooms and green room.

Specific guidelines are available for sites with Artificial Turf. Please see AR 1330, Artificial Turf.

Application for Use of Facilities

Any persons applying for the use of any school facility or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

For use of facilities the Form Number 6900, Rev. 8/29/11, "Application and Permit for Use of School Facilities and Grounds," must be completed, signed, and returned to the school site being requested. A Certificate of Insurance and payment of the fee shall be submitted with the application. For use of an MPB or the Center(s), a "Performing Arts Center, Facilities Use Agreement" Form Number 6901 shall be submitted with a Certificate of Insurance and the fee. For district users only, the "Facility Use Application - District Event", Form Number 6902 shall be submitted. District users will not be required to provide proof of insurance for district-related, sponsored events.

Applicants must allow a minimum of two weeks for the district to process and approve applications.

Persons or organizations applying for the use of school facilities or grounds shall sign the 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.

Civic Center Use

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

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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 that has no suitable meeting place for the conduct of the services, provided the governing board charges the church/religious organization using the school facilities/grounds a fee, at least equal to the district's direct costs
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. 6300 - 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. The board shall grant the use of school building, grounds, and equipment to public agencies, including the American Red Cross, and Registrar of Voters, and shall cooperate in furnishing and maintaining such services as it deems necessary to meet community needs.

(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

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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 Board of Trustees

The district may grant the use of school facilities on those days on which the public school is closed, provided school personnel are available to grant access and secure the facility upon completion of the event. (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, on school property. Smoking is prohibited on all district properties

(cf. 3513.3 - Tobacco-Free Schools)

4. Any use of facilities, MPB's, Center(s), or grounds, for professional carnivals
5. The use of any "rebounding devices," including, but not limited to, Astro Jumps, and attractions with jumping areas and trampolines.
6. Any use of facilities for car washes must strictly adhere to applicable City and County guidelines, and board approved Resolution No. 3526, "Enforcement of a Storm Water Management Plan, Pursuant to the Small Municipal Separate Storm Sewer System Permit Program, July 23, 2006," which ensures the district is in compliance with the Clean Water Act.
7. See AR 1330.1 for additional restrictions on artificial turf field use.

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8. Dogs/animals of any kind are prohibited, with the exception of guide, signal or service dogs as defined in the California Civil Code.
9. Only Sweetwater Union High School District employees are to have possession of keys, gaining access to school property.

The district may exclude certain school facilities from non-school use for safety or security reasons.

Terms of Agreement

Once an event is scheduled, the applicant has signed the agreement, and the district has approved the agreement, neither party can modify the agreement without written consent by the other party.

The applicant must agree to specific conditions in its use of the district's facilities. Some of these terms apply to all facilities and some terms are limited to specific types of facilities.

A district employee must be on duty whenever a building facility is in use, and will be in charge of the facility. A district employee must unlock and lock gates for field use.

Any juvenile organization or group seeking use of school premises must have a responsible adult sponsor to sign the application, and said sponsor must be present at all times.

If no district employee is available to supervise use of the building facility or open gates on a weekend or holiday, or other day when the school is closed, the district reserves the right to deny use of facility.

Applicants must agree to abide by guidelines that the district provides in connection with the use of various types of facilities.

Sites may not approve Facility Use Agreements for more than one year. Specific agreements with teams and multi-year agreements shall be approved by the Assistant Superintendent.

Cafeterias

Applicants requesting use of cafeteria kitchen must have district food service personnel to supervise the activity. The applicant shall be responsible for all food service fees.

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MPB(s) and the Center(s)

To protect the safety of patrons and equipment, the district may require applicants to provide certain personnel, including but not limited to, light and sound technicians, backstage crew, house manager, ushers, ticket takers and security, subject to the following requirements:

- a. The district will determine the number and types of personnel necessary for each event.
- b. Applicants cannot use their own personnel for an event unless they obtain written permission from the district. Such personnel will be under the general jurisdiction of the responsible district employee.
- c. Violation of any house rules or regulations may result in the immediate termination of any Facility Use Agreement and may deny the applicant or group further use of the facility.

The Center(s)

The manager of the Center(s), or his/her designee, shall be on duty whenever the Center(s) is/are used. If at any time the uses of the premises are illegal, unsafe or may cause damage to any district equipment, the applicant shall either cease or desist from continuing such objectionable activity, or surrender the premises forthwith to district designee upon demand.

The Performing Arts Center Facility Use Agreement contains further terms and conditions with which applicants must also agree to comply.

Scheduling Events at the Center(s)

Once a year, the manager of the Center(s) will conduct a master plan scheduling meeting in order to schedule the dates and times for all major building usage by district users, city events, and community events.

Fees and Costs, All Venues

Applicants shall provide full payment for all service fees and costs associated with presentation of event at time of application, and pay all royalties payable to writers, directors and choreographers. If a Security Deposit is charged, it shall be in the form of a check, separate from facility use fees. If a Theatre Technician must work over and above their normal scheduled day for an event, an hourly Theatre Technician fee is charged.

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The type of facility and purpose of use will determine the fees that the district will impose. Specifically, use of facilities will fall into one of three categories based on the following terms: Free Use Activities, Direct Cost Activities, and Fair Rental Activities.

Any event(s) which require custodian/cafeteria/Theatre Technician coverage on a district holiday will be charged at 2 ½ times the stated fee per hour, with a minimum of two hours.

For entities outside the community served by the Sweetwater District, direct costs shall be negotiated through the planning department for individual events.

The district reserves the right to increase fees at any time, based on the utility rate changes within San Diego County.

1. Free Use Activities

The Waiver of Use (Rental) and/or Custodial/Cafeteria (Personnel) Service Fees, Form No. 6903, shall be completed by the group/requestor, and signed by the site, and must be approved by the superintendent or his designee, when waiving fees. See the planning website for Form No. 6903.

- a. Activities/Groups in this Category:
 - i. Parent-Teacher-Student associations, and school/community advisory councils, school involved functions
- b. Use Rental Fees: None
- c. Custodial Fees: None, unless groups prefer to use facilities at a time when custodians must work outside the regular work schedule. If services are required outside of the regularly scheduled work day, the district may charge a fee equal to the direct cost for those services. Custodial fees charged are deposited into the sites ASB Fund.

2. Direct Cost Activities

- a. Activities/Groups in this Category:
 - i. Activities that promote youth and school interests or that are organized for the benefit of youths, ie: Girl Scouts, Boy Scouts, Camp Fire, Inc., regardless of religious denomination or affiliation.

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- ii. Formal groups that promote any/all youth athletics, including but not limited to: youth soccer, baseball, football teams, YMCA, YWCA, and City/County recreation departments.
 - iii. Activities other than those specified for “free use” or “fair rental value” shall be charged fees at a rate consistent with the direct cost incurred by the district, such as: religious services, charitable fund raising activities (benefiting public), charitable fund raising activities (benefiting district’s schools), or for benefit of non-profit, non-sectarian, non-partisan charitable organizations that are properly chartered by or licensed by state or federal law.
 - iv. School sites may accept additional materials over and above the regular fee schedule, to assist in the maintenance and enhancement of athletic fields/facilities, ie: seed, sod, fertilizer.
 - v. Other activities by non-profit entities that do not meet the definition of “Free Use Activities.”
 - vi. Activities by public agencies, unless the district has entered into a joint powers agreement with local public agencies.
- b. Use Rental Fees: The district will charge for its direct costs in accordance with the Schedule of Fees.
 - c. Custodial Fees: Negotiated by school site ASB Advisor up to the amount in the Facility Use Fee Schedule. Any custodial fees charged are deposited into the sites ASB Fund.

3. Fair Rental Value Activities

- a. Activities/Groups in this Category:
 - i. Fund-raising, entertainment or meetings/activities for which admission will be charged or contributions will be solicited for non-charitable purposes, or not expended for the welfare of the students of the district.
 - ii. Anytime an admission fee is charged or contributions are solicited for profit making instructional/educational programs.

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- b. Use Rental Fees: The district will charge for the Fair Rental Value of the facility in accordance with the Schedule of Fees. Fair Rental Value includes direct costs, plus the amortized costs of the facilities or grounds used for the duration of the activity.
- c. Custodial Fees: Negotiated by school site ASB Advisor up to the amount in the Facility Use Fee Schedule. Any custodial fees charged are deposited into the site's ASB Fund.

4. Discounted Fees

Any youth organization that consists of 85% students residing within district boundaries will be eligible for 75% discount off of grass fields only, along with a \$500 refundable security deposit. (Artificial Turf are not eligible for this discount.) District will require verification of resident students with a Team Roster.

5. Waiver of Fees

The district, at its sole discretion, may elect to waive user fees where there is a compelling benefit to the district and/or community. Any waiver of fees must be approved by the superintendent or his designee. A \$500 refundable security deposit is required of all groups requesting a waiver, and retained if the facility is left in an unclean/damaged condition. The Security Deposit shall be in the form of a check, separate from facility use fees and will be placed in the ASB Fund. Facility Use Fees will be placed on the Monthly Principals Report, where custodial fees are deducted. Examples of activities that may be considered for such a waiver would be:

- a. Fund raising or political events for the benefit of a district or community charity require a waiver of fees approved by the superintendent or his designee.
- b. Non-profit sports leagues shall not be considered for waivers, ie: AYSO, Pop Warner, youth football leagues. If a league meets the required criteria, they may be eligible for discounted fees-see "Discounted Fees" section.

Insurance, Damage and Liability

District users will not be required to provide proof of insurance, for district-related, sponsored events.

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.

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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. Prior to approval of the Facility Use Application, the group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

The certificate of insurance must include the insurance company's policy endorsement of comprehensive general liability (broad form) insurance, occurrence basis (combined single limit, personal injury, bodily injury, and property damage), with following minimum requirements:

1. One million dollars (\$1,000,000) for each occurrence for "contact sports" activities involving: Badminton, Baseball, Basketball, Cheerleading, Field Hockey, all forms of Football, Golf, Gymnastics, Handball, Lacrosse, all forms of Martial Arts, Racquetball, Roller Hockey, Rugby, Soccer, Swimming, Tennis, Track, Volleyball, Water Polo, Weight Lifting and Wrestling

These "contact sports" are subject to change and/or additions at any time, with the discretion of the Director of Planning and Construction.

2. Fireworks - One million dollars (\$1,000,000).
3. One million dollars (\$1,000,000) for "non-contact" sporting events: meetings, seminars, workshops, religious services, and live performances.

The Certificate of Insurance must name the district as an "additional insured" and be signed by an authorized officer of the insurance company.

Persons or organizations applying for the use of school facilities or grounds shall sign the Hold Harmless Statement indicating waiver to any claims against the district.

Damages Not Covered

The following shall apply when damage occurring to school property is not covered under the provisions of the certificate of insurance and the policy endorsement:

1. Applicant, individually and/or jointly with the organization group and/or club, agrees to be responsible for all liabilities and claims arising out of the groups own negligence and that the applicant's liability for injuries and property damage, shall be primary before any coverage of the district.
2. Applicant shall be invoiced for an amount necessary to repay the damage.

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3. Applicant's failure to pay said damages shall constitute sufficient cause for the district to take whatever action the district considers appropriate against the applicant.
4. Such action may include, but is not limited to, immediate cancellation of the application and disapproval of future applications to use school facilities and grounds.

Field Conditions

Fields will be inspected by a designated person at each school site, preferably an Athletic Director or ASB Advisor, on a monthly basis, in order to monitor a fields' improvement or deterioration.

Each field will be assigned a condition, as defined below, in order to set up field assignments for students, as well as outside groups requesting facility use.

Should a field fall into the "fair" category, it may be closed to outside group(s) for one to three months in order to rest and recover. During this time period, it is the responsibility of the gardener to re-seed, fertilize and aerate the fields. Funding for renovating fields shall be provided for by Maintenance, by completing a Maintenance Work Order.

Excellent	Approximately 0-5percent Turf Damage
<ul style="list-style-type: none"> • No patchy areas. Turf looks healthy. • Can sustain current allocations of play with little to no signs of wear. • Staff will continue to monitor monthly. • If conditions change, field will be downgraded to Good. 	
Good	Approximately 6-15percent Turf Damage
<ul style="list-style-type: none"> • Overall turf area looks healthy. • Signs of wear but can sustain current allocation. • Few to minor wear spots around the goal areas and outfields. • Need to move goals and re-stripe fields, or rotate playing areas. • Evaluate monthly. • If conditions persist, downgrade to Fair. 	
Fair	Approximately 16-32percent Turf Damage
<ul style="list-style-type: none"> • Turf is showing significant signs of wear. Some turf areas are now dirt. • 30-day notice to discontinue all play. • Usage is limited to 12 and under, for outside requests. • Will be closed to renovation as needed to restore. 	
Poor	Approximately 33-100percent Turf Damage
<ul style="list-style-type: none"> • Will be closed for renovation. Closure could be no longer than the growing season. 	

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Portable Restrooms

Portable restrooms may be placed on the outskirts of a field, with school site approval. School personnel have authority on exact placement. The restroom must be staked or chained to the fence, to prevent tipping.

It is the responsibility of the outside user(s) to maintain the restrooms in a clean condition, and must be serviced at a minimum of once per week, for health and safety of students and the public at large. Failure to maintain the restrooms may jeopardize the continuance of the team(s) using school facilities for future athletic events.

Youth Sports Council

The district works closely with the Youth Sports Council (YSC), a division of the City of Chula Vista, Parks and Recreation Department, to ensure fair allocation of district owned fields. Teams wishing to use district fields within the City of Chula Vista must receive a field assignment from the YSC, before applying to the district under this process. The Director of the YSC will periodically inquire about availability of athletic fields for various middle and high schools through the planning department and assign teams accordingly. It is the responsibility of the team captains to contact the school, whose field(s) they wish to use, to obtain the Application and submit it to the school.

School sites may accept additional materials over and above the regular fee schedule, to assist in the maintenance and enhancement of athletic fields/facilities, ie: seed, sod, fertilizer.

Team captains must bring the use permit at the time of each scheduled use. The document will be controlling, and the determining factor, should a question arise over the right to use a particular field.