



DEL MAR UNION SCHOOL DISTRICT

Superintendent
Thomas F. Bishop

Board of Trustees

Linda Crawford
Annette Easton
Janet Lamborghini
Steven McDowell
Katherine White

DEL MAR UNION SCHOOL DISTRICT Use of Facilities

1. When an individual or group requests the use of school facilities, please direct them to the Facilities Department at the district office. The attached packet of information will be sent to individuals or groups that desire to use district facilities. The packet includes the forms that are required to be completed for the use of school facilities and explanatory notes to assist with the completion of the forms.
2. The individual or group member must complete, sign and return the following items no later than ten (10) days prior to the date(s) requested:

EXHIBIT 1: REQUEST FOR USE OF SCHOOL FACILITIES
AND/OR GROUNDS;
EXHIBIT 2: STATEMENT OF INFORMATION; and,
EXHIBIT 3: HOLD HARMLESS AGREEMENT.

(Note: If a group is applying, the applicant must either be an officer of the group or a member of the group with written authorization to execute EXHIBIT 1, 2 and 3.)

3. Additionally, a certificate of liability insurance in the amount of \$1,000,000 naming the Del Mar Union School District as an additional insured and signed by an authorized officer of the insurance company must be provided no later than five (5) school days prior to the date(s) being requested (see EXHIBIT 4).
4. If an individual or group is not fee-exempt, they will be charged according to EXHIBIT 5, CHARGES FOR USE OF FACILITIES AND GROUNDS. All fees (see EXHIBIT 6) must be submitted no later than five (5) school days prior to the date(s) being requested.
5. The definition of fee-exempt uses can be found in paragraph 1.b. on EXHIBIT 5, CHARGES FOR USE OF FACILITIES AND GROUNDS.

Ashley Falls School
(858) 259-7812

Carmel Del Mar School
(858) 481-6789

Del Mar Heights School
(858) 755-9763

Del Mar Hills School
(858) 755-9763

Sage Canyon School
(858) 481-7844

Sycamore Ridge School
(858) 755-1060

Torrey Hills School
(858) 481-4266

DEL MAR UNION SCHOOL DISTRICT
COMMUNITY RELATIONS

BOARD POLICY 1330: USE OF SCHOOL FACILITIES

It is the policy of the district to grant the use of its school facilities and grounds as a civic center only by written agreement upon the terms and conditions set forth in this Board Policy and only for the following purposes.

Types of Activities Permitted

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. The Board will charge the church or religious organization a fee for its use of school facilities and grounds at least equal to the district's direct costs.
4. Child care or day care programs to provide supervision and activities for children of preschool and elementary school age.
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.
6. Supervised recreational activities.
7. Additionally, the district shall grant the use of school buildings, grounds and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district policy is to cooperate with these agencies in furnishing and maintaining such services as may be deemed necessary by the Governing Board to meet the needs of the community.
8. Other purposes deemed appropriate by the Board.

Types of Activities Prohibited

1. Any use of school facilities and grounds by an individual, group, club or organization for 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 of the state by force, violence, or other unlawful means.

Board Policy/Admin. Reg./Exhibits 1330 (replaces B.P./A.R./E. 1000 approved Nov. 20, 2002)

1st Reading of B.P./A.R./E. 1330: November 16, 2005

2nd Reading and Approval by the Board of Trustees: December 14, 2005

2. Any use of school facilities or grounds that is inconsistent with the use of a school's facilities or grounds for school purposes or which interferes with the regular conduct of schoolwork.
3. Commercial advertising.
4. Activities which involve the possession, consumption and/or sale of alcoholic beverages or any substance restricted by law.
5. Fund-raising activities which are not beneficial to youth or the public school activities of the district as determined by Board policy or action of the Board.
6. Activities that do not comply with the laws of the United States, the State of California, this Board Policy, related regulations, or any other policy or regulation of the district.

The district may require the furnishing of additional information as it deems necessary in order to make the determination that school buildings and grounds will not be used for a prohibited activity. The determination of whether the use of school buildings and grounds is for a prohibited activity is within the sole discretion of the Board.

Rules and Procedures for the Use of School Facilities and Grounds

The Board has exclusive right to manage, direct and control the use of its school facilities and grounds. The use of district facilities and grounds are subject to and conditioned upon the following rules:

1. General Rules
 - a. Any group, club or organization which includes minors shall have an adult present to supervise its use of school facilities or grounds.
 - b. Any use of school facilities and grounds for civic center activities shall not be inconsistent with the use of the school facilities and grounds for school purposes and shall not interfere with the regular conduct of schoolwork.
 - c. Priority of use will be given to nonprofit groups, clubs and organizations organized to promote youth and school activities.
 - d. No school furniture, equipment or apparatus may be removed or displaced by any person, persons, or organizations without permission from the principal. School property may not be removed from the school premises at any time.
 - e. School property must be protected from any loss, damage or destruction. Each user is responsible for the condition in which school property is left. If school property is lost,

damaged or destroyed, the user will be charged an amount necessary to replace or repair the property, and further use of school facilities may be denied.

- f. There will be no smoking in any school building. Alcoholic beverages, illegal drugs or firearms are not permitted on school premises.
- g. The district does not assume responsibility for claims for personal injury, bodily injury or property damages, liability cost or expense which does or may arise out of the use of school facilities or grounds.

2. Application Procedures

Every applicant group, club or organization desiring to use district school facilities or grounds must comply with the following procedures:

- a. Any individual applying for the use of school property on behalf of any group, club or organization shall be a member of the applicant group and, unless he or she is an officer of the group, must present written authorization from the applicant group to make the application and execute the required documents. All documents required before use may be granted may be obtained from, and must be submitted to, the Administrative designee of the Facilities Department at the District Administration Center.
- b. Complete "REQUEST FOR USE OF SCHOOL FACILITIES AND/OR GROUNDS" (*Exhibit 1*) no later than 10 days prior to the date that the group, club or organization has requested to use the district's facilities or grounds. The hours of requested use specified in the application shall determine the period during which the school property may be used. Special permission must be obtained from the Facilities Department at the District Administration Center, who will work in conjunction with the local school site Principal before any extension of time will be permitted.
- c. Pursuant to California Education Code 38130-38138, complete and sign under penalty of perjury, "STATEMENT OF INFORMATION" (*Exhibit 2*). The Board, in its sole discretion, may consider any Statement of Information as continuing in effect for the period of one year from the date of the signature thereon. The Board also may require additional information as it deems necessary to determine that the use of school property for which application is made does not violate Education Code section 40044.
- d. Complete and sign, "HOLD HARMLESS AGREEMENT" (*Exhibit 3*).
- e. Each applicant, except those that are fee exempt, shall provide no later than five school days prior to the use of district facilities and/or grounds, a certificate of insurance and policy endorsement in accordance with, "LIABILITY INSURANCE REQUIRED FOR USE OF SCHOOL FACILITIES AND GROUNDS FOR NONSCHOOL PURPOSES"

(Exhibit 4). Failure to timely submit these documents will result in denial of the requested use of school facilities and grounds.

- f. Each applicant shall submit the payment of fees for the use of the school facilities and grounds in accordance with, “CHARGES FOR THE USE OF FACILITIES AND GROUNDS” (**Exhibit 5**) and “FEE SCHEDULE” (**Exhibit 6**) attached thereto. The appropriate fee shall be submitted no later than five working days prior to the date of use of the school facilities and grounds. If advance payment of the appropriate fee is not submitted in a timely manner, use of school facilities and grounds will not be granted.

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

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

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS

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

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

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

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

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

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

ATTORNEY GENERAL OPINIONS

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

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

Management Resources:

CDE LEGAL ADVISORIES

1101.89 School District Liability and “Hold Harmless” Agreements, LO: 4-89

DEL MAR UNION SCHOOL DISTRICT
COMMUNITY RELATIONS

ADMINISTRATIVE REGULATION TO BOARD POLICY 1330:
USE OF SCHOOL FACILITIES

Field Scarcity

The Governing Board recognizes that the Del Mar/Carmel Valley area lacks an adequate number of youth ball fields to accommodate all requesting youth sports in the area. As a result, the district will not be able to approve all applications submitted for field use from youth athletic leagues/independent teams.

Need to Apply to CVRC/Collaboration with CVRC

As a result of this scarcity of available DMUSD ball fields, the Board encourages all Del Mar/Carmel Valley youth athletic leagues/independent teams to apply to the Carmel Valley Recreation Council for use of Carmel Valley ball fields. The Del Mar/Carmel Valley youth athletic leagues/independent teams that do NOT APPLY for Carmel Valley ball fields will NOT be eligible for DMUSD ball fields.

The Board encourages DMUSD staff to cooperate with the Carmel Valley Recreation Council as the District and CVRC consider field allocation applications. The Board encourages DMUSD staff to make final field allocation decisions (1) that align with the intent of this regulation, and (2) that benefit the overall youth of the community.

Application Priority

The DMUSD staff is instructed to provide TOP field allocation priority to those youth athletic leagues that have continuously used the DMUSD ball fields since 1992. This top priority extends from Monday through Saturdays, and excludes Sundays.

The second priority for field allocation will be youth athletic leagues that are affiliated with state/national youth organizations that have NOT been continuously using DMUSD ball fields since 1992. A majority of athletes in any youth athletic league must reside in the 92014 and 92130 zip codes. The second priority approval also extends from Monday through Saturdays.

The third priority for field allocation will be independent teams or leagues that are not affiliated with state/national youth organizations. A majority of athletes on the roster of the independent team or league must reside in the 92014 and 92130 zip codes.

Application Form/Insurance

To apply for field use, a team must demonstrate tentative proof of insurance for the upcoming season at the time of application. The team must also show a realistic number of proposed participants, including numbers from the previous season. The actual insurance policy for the season must be provided to the district by the sports league 14 days prior to the actual start of practice activity.

Safety Plan

To apply for field use, an applicant team/organization must submit a written safety plan which clearly identifies the maximum number of players that will be allowed on the field at one time, and a description of the supervision plan that the team/organization will use to insure the safety of the players/spectators. The safety plan will clearly identify a plan to promote the safety and well-being of players who are injured during practice/games. Failure to observe the agreed upon safety plan during the season is cause for the District to cancel the team/organization's use permit.

Invoicing

The district will invoice leagues/teams on a proportional basis for porta-potty service charges at school sites that are being used by youth sports leagues. Youth sports leagues agree to pay the porta-potty invoice within 30 days of receipt.

Inclement Weather Cancellation

In the event that inclement weather makes it necessary for the DMUSD to cancel use of the fields, the youth sports leagues agree to immediately cancel scheduled activity upon notification by authorized DMUSD personnel.

REQUEST FOR USE OF SCHOOL FACILITIES AND/OR GROUNDS
 Del Mar Union School District, 225 Ninth Street, Del Mar, CA 92014

Exhibit 1

_____, 20__

The undersigned hereby requests permission to use _____

		School			Facility
Date(s)	Hours of Use		Date(s)	Hours of Use	
_____	_____ m to _____ m		_____	_____ m to _____ m	
_____	_____ m to _____ m		_____	_____ m to _____ m	
_____	_____ m to _____ m		_____	_____ m to _____ m	

Start time of meeting is _____ **Doors to open at** _____

Expected Attendance: _____ The meeting will _____ will not _____ be open to the public.

Purpose and Nature of Use: _____

Person in Charge of Meeting: _____
 Name Address Phone

Will admission be charged or donations accepted? Yes _____ No _____ **Email Address** _____

If yes, for what purpose will the proceeds be used? _____

Percent of proceeds to the above _____ % _____

I hereby certify that I am an authorized officer of the group requesting the use of school facilities and/or grounds.

I hereby certify that the undersigned and the group shall be responsible for any damage sustained on the school premises, or to furniture or equipment because of the occupancy of said premises by this group. I agree to sign and submit the attached Hold Harmless Agreement with this request.

I, on behalf of the organization, have read and agree to abide by and to enforce the rules set forth in Board Policy No. 1000.

Insurance: _____ shall, at all times during the term of this agreement, at its own cost and expense, procure and continue and maintain in full force comprehensive general liability insurance in a minimum amount of \$1,000,000. Said insurance shall indemnify both _____ and the School District and its officers, agents and employees. A certificate of insurance shall be provided to the School District no later than three (3) school days before the use of the facilities or grounds. It is further agreed that User's insurance shall be considered primary insurance for the payment and indemnification of any costs and/or damages. School District's comprehensive general liability insurance shall be considered "excess" coverage which shall become obligated only upon the exhaustion of the primary coverage.

Property Condition: The School District makes no warranties or representations as to the fitness of the facilities or equipment to be used in connection with the event above named. The School District does not warrant or represent that the facilities and/or equipment are reasonably safe for the use intended above or that there is adequate security for the use of the facilities and/or equipment.

Severability: The unenforceability, invalidity, or illegality of any provision of this agreement shall not render the other provisions unenforceable, invalid or illegal.

Employee Services Required Yes _____ No _____ Name of Organization: _____

Equipment Requested: _____ Address: _____ City Zip Code

(See fee schedule Exhibit 6) Telephone: _____ Authorized Officer's

P.A. System _____ Signature: _____ Title: _____

Portable P.A. _____ Home Address: _____ Telephone _____

Piano _____ _____ Certificate Attached? Yes _____ No _____

Projector/Screen _____ Liability Insurance Carrier _____

Chairs # _____ Approved: _____ Date _____ Fee: _____

Tables # _____

Exhibit 2

DEL MAR UNION SCHOOL DISTRICT
USE OF SCHOOL FACILITIES

STATEMENT OF INFORMATION

The undersigned, as duly authorized representative for _____, 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 crime or any act which is prohibited by law.

The undersigned further declares that _____, the organization on whose behalf he/she is applying for the use of school property, upholds and defends the Constitutions of the United States and the State of California.

(Signed)

(Date)

(Organization if applicable)

DEL MAR UNION SCHOOL DISTRICT
USE OF SCHOOL FACILITIES

HOLD HARMLESS AGREEMENT

In consideration for the use of school district facilities and/or grounds, the undersigned authorized officer, on behalf of the applicant group, club or organization, its members and participants in its activities on district property hereby agrees to indemnify and hold harmless the district, its officers, agents and employees from any and all liabilities, claims, obligations, judgments, suits, costs, damages, expenses, attorneys' fees, incurred or paid, arising out of, or on account of, any property loss, damage or destruction, personal injury or death, or any other damages of whatever kind or nature, arising out of or related to its use of school district facilities and grounds to the full extent provided by law.

The terms of this HOLD HARMLESS AGREEMENT shall be binding upon the heirs, executors, administrators, successors and family members of the group, club or organization, its members and participants in its activities on district property.

The unenforceability, invalidity, or illegality of any provision of this agreement shall not render any other provision unenforceable, invalid or illegal.

I HEREBY CERTIFY THAT I HAVE READ THIS DOCUMENT FULLY, UNDERSTAND EACH AND EVERY TERM AND PROVISION, AND THAT I EXECUTE THIS DOCUMENT VOLUNTARILY.

I further certify that I have been provided full opportunity to consult with an attorney or any other individual at my own expense as to the meaning and legal affect of this document.

Applicant: _____, also certifies that I am the duly qualified and authorized officer of:

(Name of Group)

Dated: _____ Applicant Signature _____

DEL MAR UNION SCHOOL DISTRICT
USE OF SCHOOL FACILITIES

**LIABILITY INSURANCE REQUIRED FOR USE OF SCHOOL FACILITIES
AND GROUND FOR NONSCHOOL PURPOSES**

The school district does not assume responsibility for claims for personal injury, bodily injury, or property damage arising from the granting of the use of its school facilities and grounds. Accordingly, the district requires that all applicants, except those that are fee exempt, sign and comply with the following provisions.

Personal Injury, Bodily Injury, and Property Damage Insurance

Prior to the approval of the Request for Use of School Facilities and/or Grounds, the applicant shall submit to the Superintendent or designee, a certificate of insurance along with the insurance company's policy endorsement of comprehensive general liability in the amount of \$ 1,000,000.00.

1. Such document shall name the Del Mar Union School District as an additional insured and shall be signed by an authorized officer of the insurance company.
2. The insurance carrier's policy coverage shall also contain provisions which include:
 - a. Primary coverage before the district's policy.
 - b. Any aggregate limits shall apply separately to each insured.
 - c. Carrier agrees not to call on the district for any contribution in the settlement of a claim.
 - d. No other contribution by the district is required.

The following shall apply when the loss, damage, or destruction of 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 group, agrees to be responsible for all liabilities arising out of the activity and agrees that the applicant's liability for injuries and property loss, damage, or destruction shall be primary to any applicable coverage owned or held by the district, its successors, assigns or nominees.
2. Applicant shall be provided with an invoice for an amount necessary to repay the loss, damage, or destruction.
3. Applicant's failure to pay said damages shall constitute sufficient cause for the district to take whatever legal action the district considers appropriate against the applicant.
4. Such action may include, but is not limited to, immediate cancellation of the application, disapproval of future applications to use school facilities and grounds, and legal action to recover damages.

DEL MAR UNION SCHOOL DISTRICT
USE OF SCHOOL FACILITIES
CHARGES FOR USE OF FACILITIES AND GROUNDS

Charges for the use of facilities and grounds shall be made in accordance with the following structure:

1. Fee Exempt
 - a. Definition: No fee will be charged
 - b. A fee shall not be charged when an alternative location is not available to those applicants who qualify as nonprofit organizations and/or clubs organized to promote youth and school activities, including, but not limited to:
 - (1) Girl Scouts, Boy Scouts, Camp Fire, Inc. etc.
 - (2) Parent-teachers' associations
 - (3) School-community advisory councils
 - (4) This section shall not apply to any group which uses school facilities or grounds for fund raising activities which are not beneficial to youth or public school activities of the district, as determined by the Board.
2. Direct Costs
 - a. Definition: Those costs incurred for supplies, utilities, janitorial services, maintenance of sports fields for practice and games by youth sports teams, services of any other district employees, and salaries paid to school district employees necessitated by the organization's use of the school facilities and grounds of the district (see attached Fee Schedule).
 - b. Activities which will be charged direct costs shall include activities which do not fall within the fee exempt or fair rental value classifications.
3. Fair Rental Value
 - a. Definition: The direct costs to the district, plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized (see attached Fee Schedule).
 - b. Activities which will be charged fair rental value shall include:
 - (1) Fund-raising entertainment/meetings and activities where admission fees are charged, or contributions are solicited, and the net receipts are not expended for the welfare of the pupils of the district or for charitable purposes.
 - (2) Commercial use.

DEL MAR UNION SCHOOL DISTRICT
USE OF SCHOOL FACILITIES

FACILITIES USE FEE SCHEDULE

	Direct Costs	Fair Rental Value
1. <u>Multipurpose Room</u>	\$50 / hour	\$100 / hour
2. <u>Classroom</u>	\$20 / hour	\$60.00 / hour
3. <u>Sport Fields</u> for Practice and Games by Youth Sports Teams	\$5.00 / hour	\$35.00 / hour (\$280 /day)

EQUIPMENT AND CUSTODIAL SURCHARGES COST PER MEETING

Overhead/Opaque Projector and Screen.....	\$25.00
LCD Projector and Screen.....	\$25.00
Sound System	\$100.00
Piano.....	\$25.00
Portable Sound System.....	\$50.00
Custodial Surcharge for Additional Time (per hour).....	\$50.00