

Use of Facilities Requests

For August 7, 2008 Board of Trustees meeting

<u>Item #</u>	<u>User Group</u>	<u>Event</u>	<u>Site</u>	<u>Venue</u>	<u>Date(s)</u>	<u>Frequency</u>	<u>No. of Venues</u>	<u>Times</u>	<u>Staff Recommendation</u>
<u>SOCCER</u>									
1a.	O.C. Women's Soccer League	Practice & Games	Cypress	Soccer Fields	9/7/08 - 2/22/09	One day per week	1	Sundays 8:30am - 1:00pm	Deny - #2 venue reserved by youth group
1b.		Practice & Games	Magnolia	Soccer Fields	9/7/08 - 2/22/09	One day per week	2	Sundays 8:30am - 1:00pm	Deny - #2 venue reserved by youth group
<u>BASEBALL</u>									
2a.	Golden Baseball League	Practice & Games	Anaheim	Baseball Fields	8/3/08 - 11/9/08	One day per week	1	Sundays 9:00am - 3:00pm	Approve
<u>Miscellaneous</u>									
3a.	Calvary Fellowship	Church Services	Hope	MPR & 4 Classrooms	7/1/08 - 6/30/09	One day per week	5	Sundays 6:45am - 1:00pm	Approve
4a.	Kingsmen StarCorps	Drum and Bugle Corp. Practice	Western	Gym, Band & Choir Rooms	9/21/08 - 5/2/09	2 days per week	3	Tuesdays 6:30pm - 9:00pm Sundays 1:00pm - 6:30pm	Approve
5a.	Sunshine Twirlers	Handicapped Square Dancing	Hope	MPR	2008-09 School year	One day per week	1	Wednesdays 6:45pm - 9:15pm	Approve

General: The Civic Center Act as defined in the State of California Education Code Sections 38130 through 38139 describes uses of school facilities, including all buildings and grounds for public purposes and the fees that may be assessed. This policy is subject to the limitations of the code, the Constitution of the State of California, and the other policies and regulations of the Anaheim Union High School District Board of Trustees.

When an alternative location is not available, the district shall grant the use of its school buildings or grounds to:

- a. Girl Scouts, Boy Scouts, Camp Fire, Inc.
- b. Parent-teachers' associations.
- c. School-community advisory councils.
- d. Any other non-profit group that the Board of Trustees shall determine is providing activities that are beneficial to youth or public school activities of the district.

Further, the Anaheim Union High School District Board of Trustees may make available school buildings and grounds for any of the following purposes:

- a. Public, literary, scientific, recreational, educational, or public agency meetings.
- b. The discussion of matters of general or public interest.
- c. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization that has no suitable meeting place for the conduct of the services. Churches or religious organizations shall provide written evidence that they have an active plan and program to obtain a permanent facility to the Board of Trustees for their consideration with any request for renewal. (Section 38134 of the code provides that the district shall charge the church or religious organization using the school facilities or grounds a fee that is at least equal to the district's direct cost.)
- d. Child care or day care programs to provide supervision and activities for children of preschool and elementary school age.
- e. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.

- f. Supervised recreational activities including, but not limited to, sports league activities for youths 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.
- g. A community youth center.
- h. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.
- i. 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. (California Military and Veterans Code, Section 1800)
- j. Other purposes deemed appropriate by the Board of Trustees.

The Anaheim Union High School District Board of Trustees may, at times, enter into agreements with parties that provide those parties with rights to use the buildings and grounds of the district. As an example, the district has historically maintained joint-use agreements with other public entities that provide mutual benefit to both parties to the agreements. In such agreements, the Board of Trustees may establish terms, conditions and/or fees that supersede those contained in this policy. All other provisions of this policy shall remain in effect.

Application for Use: Application for use of school facilities shall be made on official forms provided by the Anaheim Union High School District. Any persons applying for the use of any school buildings or grounds on behalf of any society, group, or organization shall present written authorization from the group to make the application. Applications will be accepted by season no sooner than 90 days prior and no later than the closing dates stated below. All applications submitted prior to the closing dates shall be prioritized according to the provisions of this policy. Athletic facilities requests will be prioritized by sport season for use during seasons. District staff will publish the seasonal schedule within 30 days of the pertinent closing date and approve or reject applications accordingly. Applications submitted after the closing dates may be denied, or, if approved, shall be processed in the order that they are received.

- a. **Annual Use:** Users in priority categories 1 and 2 may submit applications until April 15 for the subsequent summer, fall, and spring seasons.
- b. **Summer Season:** Applications for the summer sports season or other uses from the last day of the current school year, until the first day of the following school year will be accepted until April 15.

- c. **Fall Season:** Applications for the fall sports season or other uses between the first day of school and January 31 will be accepted until June 15.

Football	August 1 – November 15
Girls' Volleyball	August 1 – November 15
Girls' Tennis	August 1 – November 15
Water Polo	August 1 – January 15
Soccer	September 1 – January 15
Basketball	November 15 – February 15

- d. **Spring Season:** Applications for the spring sports season or other uses between February 1 and the end of school year will be accepted until November 15.

Baseball/Softball	February 1 – June 15
Boys' Tennis	February 1 – May 15
Boys' Volleyball	February 1 – May 15
Swimming	February 1 – May 15

No application will be denied because of sex, race, color, creed, or national origin. No permit shall be issued for a period longer than one year. Users that desire to continue to use district facilities shall submit new applications each season. The privilege to use the district's buildings and grounds is renewable and/or revocable at the discretion of the district at any time.

Approval for Use: The principal or assistant principal of the school shall sign applications indicating the availability or non-availability of each specific venue (i.e., each gym, field, classroom, etc.) requested by the applicant, the necessary parking spaces to accommodate the use and the consistency/non-interference of the use with the operations of the school. To provide for flexibility in scheduling school functions, to allow for proper maintenance and cleaning, to mitigate parking impacts and to limit the wear and tear of constant use, the principal may reserve one consistent weekday of unscheduled use for each venue as he/she deems appropriate. The superintendent, or his/her designated representative, is authorized to approve applications for use of school facilities with the following exceptions which must be approved by the Board of Trustees:

- a. Requests from any one user totaling more than 20 venues during any season, except as previously approved or delegated by the Board of Trustees in a joint-use agreement or other approval.
- b. Requests from any one user, other than priority 1 and 2 users, spanning more than one season, except as previously approved or delegated by the Board of Trustees in a joint-use agreement or other approval.

Restrictions for Use: The following restrictions apply to the use of school facilities:

- a. Public use shall not be inconsistent with nor interfere with school district use.
- b. Use is denied to any individual, society, group, or organization for the commission of any crime or any act prohibited by law, including those acts intended to further any program or movement to overthrow by any means the government of the United States.
- c. Where minors are involved, users shall have at least one adult for every twenty-five minors present while using district facilities to ensure adequate control. The adult sponsor listed on the facility use application shall be present before the facilities are opened.
- d. A district employee responsible for oversight of the use permit shall be at the facility at all times whenever a facility's buildings or grounds are used. The district employee shall open the facility only upon the presentation by the adult sponsor of a district facility use permit properly issued and signed. He/she shall be in responsible charge of the facility and shall report any damage, misuse, and/or abuse to the superintendent or his/her designated representative.
- e. There shall be no profane language, fighting, or gambling on school premises. There shall be no loud music or other amplified sounds, noise, lights, or other activities that violate local ordinances or otherwise disrupt adjacent neighborhoods and businesses.
- f. There shall be no public use prior to 7:00 a.m. or after 10:00 p.m., or as per local ordinance.
- g. The possession or use of narcotics or alcoholic beverages, or any other restricted substance on district property is prohibited.
- h. The use of tobacco products on district property is prohibited.
- i. No product, including, but not limited to food or drink shall be advertised or offered for sale on school premises without a separate district approved permit.
- j. People present shall not exceed the posted capacity of the facility or as otherwise required by regulation or law. Appropriate space shall be assigned to users based on expected or past average attendance.
- k. Vehicles present shall not exceed the number authorized in the use permit. Vehicles shall be parked only in off-street, on-site parking areas in

appropriately marked spaces. Vehicles shall not be parked on neighborhood streets. Vehicles inappropriately parked on district property shall be subject to towing at the owner's expense.

- l. Any request to modify or improve district facilities shall be submitted for review to the district facilities department. No modification of district facilities shall be permitted without the express written permission of the district facilities department. District facilities must be left in the same condition as they existed prior to the permitted use. Decorations shall be erected and completely removed in a manner not destructive to school property. Users shall not be permitted to use ladders or mechanical lifts. The use of open flames such as candles, or non-fire proof decorations, nails, tacks, staples, or any tape other than blue or red painter's tape is not permitted.
- m. Although the cost of utilities is covered by the user fee, the user group shall conserve energy and water in a manner similar to the daily use of the facility by school operations. The only supplies that shall be utilized by the user group include toilet paper, hand soap, and other toiletries. Users shall place all refuse in appropriate containers.
- n. Equipment shall not be used without prior approval on the facility use permit. Furniture and/or equipment shall be returned to the same position and/or location as it existed prior to the permitted use. Users are not permitted to leave equipment or materials at the school facility without a storage permit, which shall list all items to be stored at the school facility by the user.
- o. Users shall use the facilities only for the purposes as specified in this policy, district regulations, or the use permit and shall limit use to the specific spaces specified in the use permit. Custodians, teachers, and coaches, as well as other staff members shall not permit any individual or group to use any equipment, room, or other facility on the premises which was not designated on the use permit application as approved. Non-approved use shall result in additional charges and may result in denial of future use privileges.
- p. School affiliated groups using the kitchen for counter space only to serve refreshments (where there is no exchange of money) may do so at no additional cost subject to the approval of the principal who shall be responsible to ensure that the kitchen is left in its original condition and properly secured. Neither kitchen utensils nor other equipment are to be used, nor is food to be prepared unless a food services worker is present and the appropriate kitchen use fee is prepaid.

- q. Fields may not be used at any time when there is precipitation or when the fields are wet. Field users will be notified in those cases where district staff determines that the field closures are necessary due to: maintenance or repair work, potential hazards to users, or, wet turf or infield. If the user has not been notified and is unclear whether the fields are playable, the user shall contact the 24 hour facility use information phone number listed on the use permit to ascertain whether the fields are playable. Restrooms will not be opened for field users. Organizations shall rent at least one portable toilet or as many as are required by code at their expense which shall be set up and removed within 24 hours of the start and end of each usage. Portable toilets shall be locked at night and when not in use.
- r. District staff shall maintain a limited number of employees who shall be available at straight time to oversee use of buildings and/or grounds on non-school hours and weekends. When these employees are not available to facilitate the requested use, district staff may offer applicants the option to use higher cost district employees and/or to pay overtime wages to facilitate the use. If no appropriate employees, are available to facilitate the use, district staff may deny the requested use.
- s. During periods when students and staff are not at the schools, district staff shall make the repair and maintenance of each and every one of the district's buildings and grounds their top priority. Consequently, the district will generally not schedule or permit community use of its buildings and grounds during the following periods: winter break, spring break, and from the last day of school to July 31. However, district staff may, at their discretion, approve uses when the following conditions are met.
 - 1. The venue is in good repair.
 - 2. All scheduled maintenance for the venue is current.
 - 3. There is no beneficial maintenance or repair that could be scheduled for the venue and completed during the period.
 - 4. The use would not accelerate the decline in condition or increase the operating, maintenance, or repair costs of the venue.
 - 5. The conditions present for students and staff at the venue when they return from the break would not be compromised in any way.
- t. Users shall not sublet, pass-through, or assign their privileges without the express permission of the district. When a city or other group sponsors a user under their application, that city or group shall be fully liable for all debts and actions of the user. Further, that city or group shall not be permitted to charge any fees or costs greater than its actual costs to facilitate the use.
- u. Any failure to comply with this policy, applicable laws and ordinances, district established regulations and directives, written or oral, or any use

which results in complaints resulting from misuse shall result in revocation of the privilege to use district facilities.

- v. Swimming pool users must provide evidence that the adult sponsor has a current water safety instructor certification and that the user has one currently certified lifeguard for every twenty-five swimmers.

Damage and Liability: Groups or persons using school facilities, buildings, or grounds shall be liable for any property damages caused by the activity and shall be charged the amount necessary to repair the damages. Any group using school facilities, buildings, or grounds shall be liable for any injuries resulting from its negligence during its use. The district shall not be responsible for loss, theft, or damage of user or attendee property, equipment, or articles. The group shall bear the cost of insuring against the risks arising from its use and defending itself against claims arising from these risks. Groups shall provide the district with evidence of insurance against claims arising out of the group's own negligence. A Certificate of Insurance naming the Anaheim Union High School District, its trustees and officers, employees, agents, volunteers, or representatives, as the certificate holder and additional insured, shall be furnished by every group approved to use school facilities. Further, said Certificate and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty days written notice be given to the district prior to any material modification or cancellation of such insurance. The policy limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property. Groups 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 in use of district facilities and grounds.

Priority of Use: Priority of facilities use will be given to the uses that provide the greatest educational and recreational opportunities to the most Anaheim Union High School District students. The priority shall be determined by the order as listed below.

1. Uses sponsored, administered, and overseen by the Anaheim Union High School District, its schools, and affiliated organizations. Affiliated organizations are those organizations that are recognized by the Board of Trustees as existing solely to serve the students of the Anaheim Union High School District.
2. Uses sponsored, administered, and overseen by the district's constituent cities that include active participation of at least 50 percent students within the Anaheim Union High School District boundaries. Use terms and fees will be governed by the joint-use agreement, if any. Otherwise, use terms and fees shall be the same as for local community organizations.
3. Uses sponsored, administered, and overseen by local non-profit community organizations that include active participation of at least 50 percent students within the Anaheim Union High School District

boundaries. Each organization must be registered as a non-profit organization with the Internal Revenue Service (IRS) at an address within the Anaheim Union High School District's boundaries and provide the district with copies of the IRS approval of its non-profit status, its IRS Form 990 (when required), and its constitution, bylaws, and mission statement which clearly state the objectives of the organization are of a non-profit, non-commercial nature. Organizations included within this group are associations and clubs organized for cultural activities and/or general character-building or welfare purposes, in which membership dues or contributions are accepted solely for the support of the organization.

4. Non-profit youth organizations whose participation is based on ability and/or play competitively against similar teams from other jurisdictional areas (i.e. independent travel teams). In order to qualify under this classification, the team must include active participation of no less than 50 percent students and the head coach/manager must reside within the Anaheim Union High School District boundaries.
5. City or non-profit sponsored uses that serve at least 50 percent adult residents within the Anaheim Union High School District boundaries and are administered and overseen by the city or non-profit.
6. Any commercial-use groups and/or other organizations outside of the Anaheim Union High School District boundaries.

Any conflicts remaining after the application of the prioritization criteria above has been applied shall be resolved by district staff in the following manner.

- a. In the favor of applications that would further the continuous use of the same venues, at the same times, for the same purposes, unless the approval would grant the applicant the use of more than twenty venues within the same season.
- b. In the favor of applications based on the date that they were submitted within the specified submittal period.

Charges for Use: The district shall charge its direct costs to non-commercial users of its facilities so as to not allow the cost of community use of its facilities to encroach upon the funds intended for the education of its students. The components of these direct costs shall consist of: 1) the cost of administering the community use program, 2) the cost of utilities and supplies, 3) the cost of labor directly associated with the use, and, 4) the cost of equipment usage where applicable. Commercial users shall be charged in the same manner as non-commercial users, but shall be charged fair rental value rates.

The fees to be charged for all uses where the purpose is to raise funds (e.g., sporting tournaments) will be dependent on the purpose of the fund-raising. When the net

receipts will be deposited into a district account for the welfare of the pupils of the district, the user shall be charged the direct cost rates. In such cases, the user may indicate that the intent of their donation is for a specific purpose. However, the district shall not be obligated to fulfill the donor's intent, but shall be obligated to use the funds strictly for the welfare of pupils and not for salaries or operating expenses. For all other fund-raising uses, the user shall be charged the fair rental value rates.

- a. Administration. The district shall charge a non-refundable fee of \$20 per application to offset a portion of the costs of administering the community use program. This fee shall not be charged to priority 1 and 2 users. All other users shall pay this fee at the time of application.
- b. Utilities and Supplies. The district has calculated the average cost per square foot, per hour, based on its actual costs for utilities for its typical types of venues which are shown in the attached table. This fee shall not be charged to district schools or for meetings of affiliated organizations when their activities occur before 10:00 p.m. on school days. Otherwise, all users shall pay this fee two weeks prior to the use.
- c. Labor. A district employee must be present at all times whenever school facilities are being used to open the facility for use, to secure the facility after use, and to provide necessary observation or assistance to all groups. This fee shall not be charged to schools or affiliated organizations for activities that are scheduled from 7:00 a.m. to 10:00 p.m., Monday through Friday. This waiver shall not apply to facilities which have special security needs such as Handel Stadium, Cook Auditorium, The Performing Arts Center, The Forum, and the Loara High School Auditorium. Regardless of time of use, when prior users from priority 1 and 2 have demonstrated a history of excellent care for the district's facilities, staff may waive the fee and permit the user to designate a responsible person from their organization to observe and facilitate the use. Key security shall be maintained per the district standard protocol. Keys shall not be given or loaned to users.

All other users shall pay the actual costs of the district employee or employees that must be present to facilitate the use which may vary based on staff available, overtime costs, or other factors. On the request of two or more users, district staff may assign the employee(s) to facilitate the multiple uses and split the costs between the users. This option is provided as a potential mutual benefit to the users and to the district. District staff shall have the right to make decisions regarding the use or non-use of this option, including any and all specific decisions regarding its implementation, rescission, and/or revocation. These costs will be estimated for the user at the time of application based on the information that they provide. Typically, users will be charged one-half hour for setup prior to the scheduled start of the event, and one hour after the actual

departure of the user group. Payment of the estimated costs will be due two weeks prior to the use. If the use necessitates actual costs greater than the original estimate (e.g., more hours, excessive cleaning required) the user will be charged the additional costs. The district reserves the right to require additional personnel, at additional cost to the user, if it deems it is in the district's best interest to require such personnel.

- d. **Equipment Usage.** Certain venues require the use and protection of specialized equipment that must be operated by trained staff persons such as food service equipment, and auditorium lighting and sound controls. The cost to use this equipment will be estimated for the user at the time of application based on the information that they provide. If the use necessitates actual costs greater than the original estimate (e.g., more time or more equipment) the user will be charged the additional costs.
- e. **Fair rental value.** All priority 6 users shall pay this fee. The district has calculated the fair rental value cost per square foot, per hour, for its typical types of venues which is shown in the attached table. Based on its research, the district has found that fair rental value costs for labor are typically twice the direct cost to the district. These costs will be estimated for the user at the time of application based on the information that they provide. Payment of the estimated costs will be due six weeks prior to use. If the use necessitates actual costs greater than the original estimate the user will be charged the additional costs.
- f. **Deposit.** The district shall charge a deposit of \$100 for each use or a maximum of \$500 for multiple uses by the same organization. Payment of the deposit is required within three days of approval of the use or prior to the use, whichever comes earlier. Deposits will be refunded after settlement of any outstanding fees, cleaning charges, or damages. This may take up to thirty days. Deposits may be applied to future uses at the request of the organization. The district will not pay interest on the deposit.

Payment of fees and estimated costs shall be made by check and drawn upon a local bank with sufficient funds and without hold. Checks held or returned for any reason may result in cancellation of the use. Submittal of all insurance documents or other use related paperwork shall be made as required above, but no later than one week prior to the use. Failure to make full payment and/or to submit all documents may result in cancellation of the application and/or permit, and in charges to recover all costs to the district. Any cancellation of use must be made in writing at least ten days prior to the scheduled use. Failure to cancel within ten days prior to use shall result in forfeiture of the security deposit, and may result in other charges to recover all costs to the district caused by the cancellation. Requests for changes in facility, or time, shall be made at least three weeks prior to the scheduled use. Although, the district is not obligated to accommodate requests to change facilities or time, it will make reasonable accommodations when possible. Repeated requests to change facilities or time, may be

considered new applications, which may result in the assessment of additional administrative fees.

Certifications: District staff shall include the following certifications as part of the application form. As a condition of approval, the applicant shall make these certifications under the penalty of perjury. Applications with incomplete certifications shall not be processed.

- a. I, the undersigned, hereby certify that I shall be personally responsible, on behalf of my organization for any damage or abuse of school buildings, grounds or equipment, resulting from the occupancy of said premises by our organization. I agree to abide by and enforce the rules and regulations of the ANAHEIM UNION HIGH SCHOOL DISTRICT governing the non-school use of buildings, grounds, and equipment, and hereby acknowledge receipt of a copy of said rules and regulations.
- b. In consideration of being permitted to use the buildings, grounds, and equipment of the ANAHEIM UNION HIGH SCHOOL DISTRICT, indicated in this application, I, the undersigned, agree to the extent authorized by law, to hold harmless, indemnify, and defend the ANAHEIM UNION HIGH SCHOOL DISTRICT and its officers, agents, and employees from any liability or claims of liability for bodily injury, sickness, disease, or death of any person or persons, or damage to property, real, personal, tangible, or intangible, arising from or connected with the use or occupancy of the premises indicated in this application.
- c. The undersigned states that, to the best of his or 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 by force, violence, or other unlawful means; That _____, 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 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.

Enforcement, Implementation, and Revision: The Board of Trustees delegates responsibility for the enforcement and implementation of this policy, and the development and enforcement of rules and regulations supporting it, to the superintendent and/or his/her designees. The Board of Trustees reserves its right to revise, revoke, suspend, terminate, or otherwise alter this policy, in part or whole.

Legal References:

Education Code Sections:

10901	Chapter definitions
10902	Governing board authority
10902.5	Interference or disruption of recreational activities
10905	Cooperative agreements
10906	Class 3 counties, governing board of union high school agreements with nonprofits
10910	Use of school buildings, grounds, and equipment
10912	Fee for use of recreational facilities
10914	Expenses are a charge against the funds of the district
38130 – 38139	Civic Center Act

Board of Trustees January 21, 1988

Revised: February 23, 1989

Revised: November 13, 1989

Revised: February 1993

Revised: April 20, 1995

Revised: June 26, 2008

B/F