

## **Section A – Use Permit Application Procedure**

(Updated April 2017)

### **1.0 INTRODUCTION**

The Board of Trustees recognizes that District facilities are a community resource whose primary purpose is to be used for school programs and activities. The Board authorizes the use of school facilities by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities. (Ed Code 38131) This policy shall not apply to premises leased by any entity pursuant to a written agreement with the District. There are over 100,000 square feet of total facility space on the three active school campuses that operate within the Reed Union School District. Virtually all of the facilities at the three active school sites are either new or have been modernized as part of \$52 million of construction and modernization projects completed in 2007. The use of Reed District facilities by outside groups for other than normal instructional purposes is governed by Board Policy 1330 and Administrative Regulation 1330.

The intent of this handbook is to provide a uniform and consistent set of procedures and guidelines for the use and rental of school facilities by outside groups and organizations. The Reed Union School District acknowledges the public support shown by the passage of our two bond measures and the District intends to protect the communities' investment through an appropriate facility use process. Users should also refer to RUSD Board Policy and AR 1330 for additional information.

### **2.0 DEFINITION**

1. *“Facilities”* - For the purpose of this handbook, “facilities” includes any and all buildings and structures, fields, parking lots, and equipment of the Reed Union School District.
2. *“School Activities”* – Those functions, classes, activities, and events that are for and by the students, staff, and administration of the District. School activities require the presence of a District employee who is responsible for the event.
3. *“Outside Users”* – Any group other than RUSD students and staff that wishes to use or rent any RUSD facility.

### **3.0 USER GROUPS**

In addition to the Facility Use Fee, a custodial charge may be added, dependent upon the time/day of use, custodial availability, and type of usage.

#### **Group 1- Free Use \***

- RUSD Staff/Student Groups and Meetings
- RUSD School Clubs
- RUSD Parent Teacher Organizations
- RUSD Recognized Employee Organizations
- Local non-profit organizations, clubs, or associations organized specifically to support the RUSD school programs (such as Boy/Girl Scouts/Brownies)
- Federal, State and local elected officials meeting with constituents

#### **Group 2- Community Partner - Direct Cost**

- Youth organized sports and youth groups that provide equal access to children residing in the Reed Union School District
- Belvedere-Tiburon Recreation Department programs (regularly scheduled)
- Local homeowners associations (within RUSD boundaries)

#### **Group 3 - Fair Rental Value**

- Child Care Programs\*
- Belvedere-Tiburon Recreation Department events (scheduled separately)
- Youth recreational groups\*
- Businesses
- Business organizations
- Adult recreation leagues
- Religious organizations

*\* Due to the volume of their usage, these organizations may book and pay for facilities use using a multi-use bulk contract.*

### **3.1 PRIORITY OF USERS**

Applications for the use of school facilities shall be given preference in the following order, however District to maintain sole discretion on Priority of Use in order to ensure a Fair and Equitable policy.

1. The District's elementary and middle school, summer school, and student body activities, including School Board meetings and District employee organization meetings, student sports, student clubs, student performances, parent – teacher associations and school advisory councils
2. Belvedere-Tiburon Recreation Department
3. Belvedere-Tiburon Child Care Center
4. Youth organized sports and youth groups providing equal access to children residing in the Reed Union School District.
5. Other youth organized youth sports and other youth groups and senior citizens groups
6. Public agencies and public affairs groups
7. Community recreational and cultural groups (non-profit)
8. Non-profit special interest groups (Audubon Society, etc)
9. Private, non-school-connected classes and educational events
10. Profit making or commercial events, out of town groups, etc.

### **3.2 SCHEDULING RESPONSIBILITY**

Responsibility for the scheduling of RUSD facilities is shared between the individual school administrators and the Facilities Scheduler in the office of the Director of Maintenance & Operations (M&O).

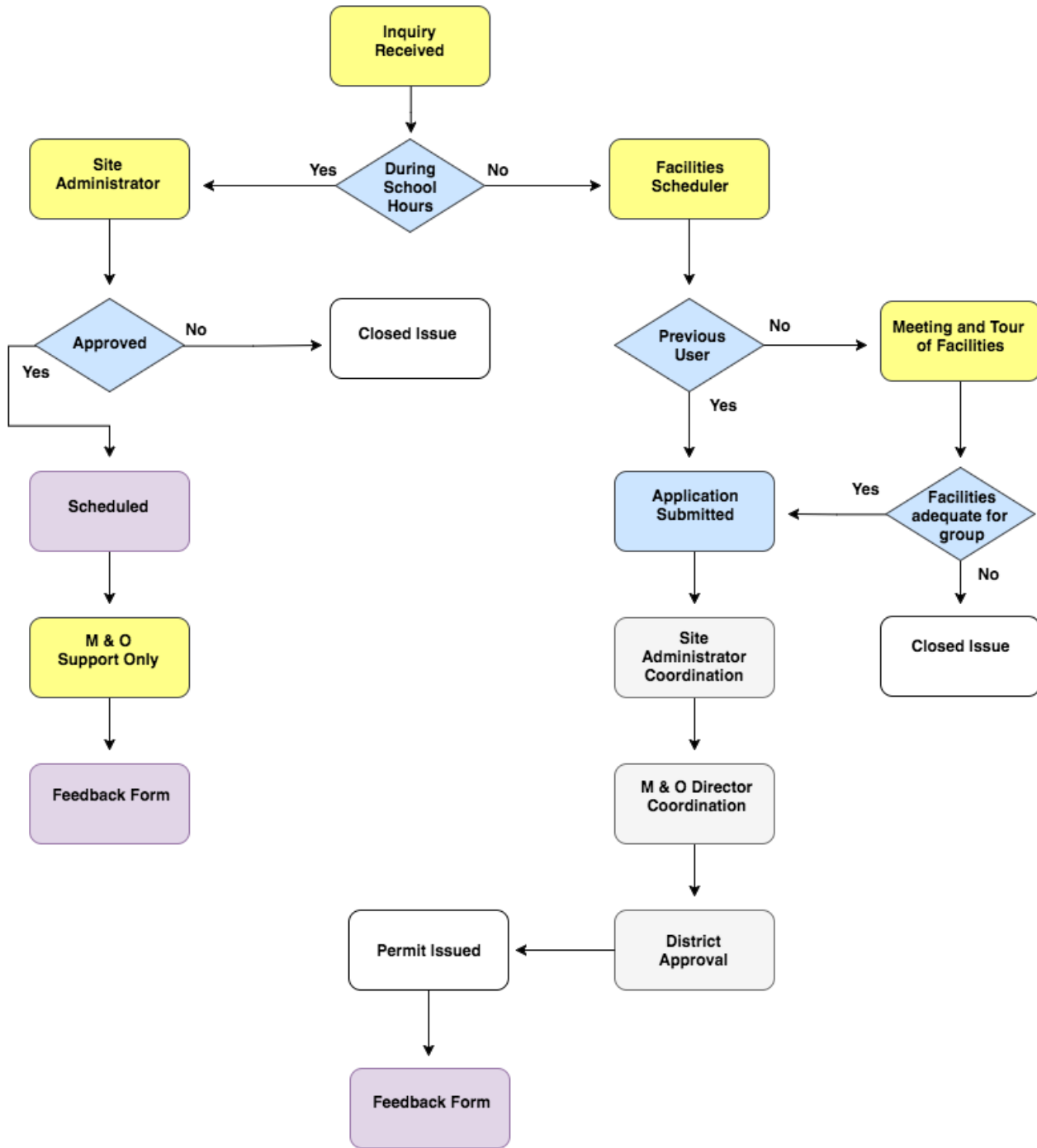
1. **During normal school days/hours** (Monday through Friday, excluding holidays, from 7:00 am to 3:00 pm), the scheduling and use of facilities for school/district activities is the responsibility and purview of the individual school administrator. The individual school administrators will communicate and coordinate any support (equipment, moves, custodial, etc.) needed for these activities with the M&O Facilities Scheduler.
2. **Outside normal school days/hours** (after 3:00 pm Monday through Friday, Saturdays, Sundays, and all holidays), and for outside users, all inquiries will be directed to the Facilities Scheduler in the office of the Director of M&O for the processing of a Facilities Use Permit. This will include the gathering of all information and all documentation necessary, including obtaining proper insurance binders, and fee determination, etc. Any and all uses of school facilities will be coordinated with the respective site administrator by the Facilities Scheduler prior to submission to the RUSD Business Manager for approval.

#### **4.0 APPLICATION PROCEDURE**

1. Application dates for Fall and Spring field use requests.
  - a. Fall sports due date is April 1<sup>st</sup>
  - b. Spring sports due date is November 1<sup>st</sup>
2. User Group meeting to be scheduled two weeks after due date to discuss the submitted use requests.
  - a. During the meeting, District and User Groups will discuss and set field use days and times that are fair for all groups.
3. The District will also consider scheduling time on alternate areas when field space is not sufficient for two groups. (blacktop areas, fringe grass areas, etc.)

The following flow chart shows the steps in the application process.

# Facilities Request



## **Section B – Deposits, Insurance, Cancellations**

### **1.0 DEPOSITS**

The District may require a damage/cleaning deposit, all or a portion of which may be required to be paid in advance of the event/use. Included in this charge may be costs of services above and beyond the District's normal capabilities, such as excess trash containers/pickups, excess water of utilities use, extra or difficult cleanups, traffic control, added security measures, etc.

- Damage/cleaning deposits will normally range from \$250 for single use to \$1000 for long-term use of any facilities.
- A \$50 deposit for after-hour entry card will be assessed for the Del Mar gym
- A key deposit may be required for additional keys at any facility

### **2.0 INSURANCE**

Any group using school facilities shall be liable for any injuries resulting from its negligence during such use. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. All groups shall sign a hold harmless agreement and shall be required to include the District as additional insured on their policies.

Applicant agrees to defend, indemnify, and hold harmless the District against any and all claims arising out of injuries to persons or property arising out of the use herein provided. In this connection, the applicant will insure jointly the liability of said applicant and that of the District for death or injury to persons or damage to property with an insurance company authorized by law to transact the business of such insurance. As evidence of such coverage, the applicant, in lieu of actual policies, shall furnish a certificate issued by the insurance carrier, to the District Office no later than two days prior to scheduled use, showing such policies to be in force for period of the permit. Such policies or certificates furnished shall contain the following endorsements:

1. The District, its elected officers, members of its Board and/or committees appointed by the Board, all agents, and employees of the District
2. The insurance provided by this policy shall be primary as respect to any other insurance available to the additional insured.
3. This insurance policy shall not be reduced or canceled while the applicant is using any of the District's facilities under this permit.

### **INSURANCE LIMITS**

#### **\$1,000,000 Combined Single Limit**

- Athletic events
- Live animal shows
- Day care
- Arts and crafts schools

- Carnivals (no rides- see section D for restrictions)

#### **\$500,000 Combined Single Limit**

- Fairs or bazaars
- Dances
- Auctions
- PTAs
- Lectures / meetings (no food); usually less than 50 people
- Homeowners Association Meetings
- Lectures / meetings (no food); usually less than 50 people
- Homeowners Association Meetings

### **3.0 CANCELLATIONS**

In order to qualify for a refund, a request by an organization to cancel a facility use agreement should be received in the office of the Superintendent as early as possible, preferably more than 24 hours prior to the event.

The Board or its designated representative reserves the right to cancel any agreement for the use of school facilities if it is found that the facilities are needed for school purposes or if any emergency or safety issue arises. The Reed Union School District will make every effort to honor the agreement. If it becomes necessary to adjust or cancel a Facility Use Agreement, notice will be given as soon as possible and at least 24 hours in advance of rental date. The Facility Scheduler will be responsible for communicating the cancellation.

## Section C – Fees

Facility	Group 1 Free Use	Group 2 Community Partner*	Group 3 Fair Rental Value	
			Daily	Weekend*
Classroom	No Charge	\$15 hour \$65 day	\$20 hour \$90 day	\$50 hour \$180 day
Multipurpose Room	No Charge	\$30 hour \$135 day	\$40 hour \$180 day	\$70 hour \$300 day
Gym	No Charge	\$60 hour \$270 day	\$75 hour \$340 day	\$100 hour \$500 day
Art / Music Room	No Charge	\$15 hour \$65 day	\$20 hour \$90 day	\$50 hour \$180 day
Soccer Field	No Charge	\$30 hour \$135 day	\$40 hour \$180 day	\$70 hour \$300 day
Baseball/Softball field	No Charge	\$30 hour \$135 day	\$40 hour \$180 day	\$70 hour \$300 day
Track	No Charge	\$15 hour \$65 day	\$20 hour \$90 day	\$50 hour \$180 day
Kitchen	No Charge	\$30 hour \$135 day	\$40 hour \$180 day	\$70 hour \$300 day
Blacktop/Play area	No Charge	\$20 hour \$90 day	\$40 hour \$180 day	\$70 hour \$300 day
Parking Lot	No Charge	\$15 hour \$65 day	\$20 hour \$90 day	\$50 hour \$180 day

### Notes:

Hourly rate is charged for up to three hours of usage. For usage more than three hours, the daily rate will apply.

Parking lot rates apply for stand-alone rentals only. The use of parking lots is included in the rental of other facilities.

\*Weekend/Holiday is defined as any time District personnel are not scheduled to be on site. Normal Weekend/Holiday hours are 8:00 a.m. to 4:00 p.m. unless special arrangements are approved by Director of Operations & Maintenance.

### COMMUNITY PARTNERS

We recognize the public support that provided our renovated and new facilities. Therefore, those youth groups that provide equal access to children within the Reed Union School District boundaries should be allowed access to District facilities. Organizations serving this purpose will be referred to as “Community Partners” for the purpose of this Procedures Manual. Community Partner organizations must demonstrate that the majority of participants are residents of the Reed Union School District. These organizations must designate site supervisors, with special training by RUSD Maintenance and Operations personnel, to co-facilitate supervision of the Del Mar gym. The Group 2 fee schedule will apply at all times.



## **Section D – Special Instructions**

It is the goal of the Reed Union School District to have all facilities safe, clean, and usable for all events held by authorized facility users. Toward that end, there are a number of special instructions that apply to the general use of facilities on any campus, as well as some guidelines that are unique to specific facilities. Violation of these restrictions may be cause for voiding of the use permit, immediate shutdown of the event/use, and recommendation to the Board of Trustees that the user not be permitted facility use in the future.

### **1.0 GENERAL**

1. Smoking, use of tobacco products, alcoholic beverages of any type, drugs, or narcotics are not permitted on District property at any time for any event. Posters or any other medium advertising or promoting these items are also prohibited on District property.
2. Animals, other than those trained and/or registered as “assistance” for the elderly or disabled, are **not** allowed on school grounds and/or in District facilities unless specifically approved in the Facilities Use Permit.
3. All emergencies (fire, medical, etc) must be reported to the local authorities. It is the responsibility of the LESSEE to learn the location of all working fire extinguishers and fire alarm pulls in the area. The emergency shall also be reported as soon as possible to the RUSD administration and staff.
4. Carnival equipment, rides, dunk tanks, bounce houses or the like will not be permitted as part of any permit for facility use.
5. Facilities users are responsible to adhere to the use hours approved in their permit, and further responsible for compliance with all Town of Tiburon noise restrictions.
6. No fires, torches, or open flames (other than permit-authorized gas BBQ’s in designated locations) are permitted on District property.
7. No keys or alarm codes will be loaned or given to other than District staff. All facilities must be opened and closed/secured by a District staff member.
8. The District may require a damage/cleaning deposit, all or a portion of which may be required to be paid in advance of the event/use. Included in this charge may be costs of services above and beyond the District’s normal capabilities such as excess trash containers/pickups, excess water or utilities use, extra or difficult cleanups, traffic control, added security measures, etc.
9. District equipment (copiers, fax machines, phones, TV’s, VCR’s media equipment, etc.) will not be used by other than District staff unless specifically authorized in the Use Permit. District staff will operate lighting and sound systems, unless otherwise specifically approved in the Facilities Use Permit.

## **2.0 AREAS NOT AVAILABLE FOR USE**

In addition to areas under long-term lease to outside renters, the following unique facilities listed for each site are not available for use (no-cost, Civic Center Act, or rental) by non-District outside groups or users. The Superintendent or his designees are the only persons authorized to modify these rules.

**REED SCHOOL:** Library, media center, art and music rooms, office areas, teachers' lounge, learning center, and storage rooms.

**BEL AIRE SCHOOL:** Library, media center, learning resource center, art and music rooms, office areas, storage rooms, teachers' lounge, and District Office facilities.

**DEL MAR SCHOOL:** Library, cyber lounge, office areas, music and art rooms, steel pans room, science rooms/labs, and storage rooms.

### **3.0 REED SCHOOL SPECIAL INSTRUCTIONS**

#### 1. Multi-Purpose room

- No food or drink is allowed in the Multi-Purpose Room
- Sound and light systems will only be operated by District staff
- Use of the stage is only permitted if included in the Use Permit
- Sitting on edge of stage is not allowed
- Footwear appropriate for the facility will be worn at all times
- Only approved tape may be used on the walls and other surfaces
- Children will not be in the MPR without adult supervision
- Nothing may be hung, draped or suspended from the ceiling, or baskets unless approved in the Use Permit

#### 1. Kitchen

- There will be no open flames in the kitchen.
- Kitchen equipment will remain in the kitchen.
- Additional equipment will not be brought into the kitchen unless specifically approved in the Facilities Use Permit.
- Users will maintain the highest of safety, health, and cleanliness standards while in and using the kitchen.
- Kitchen equipment will not be operated by children (unless immediately and continually supervised by an adult)
- Kitchen area will be thoroughly cleaned and all trash removed upon completion of use.

## **4.0 BEL AIRE SCHOOL SPECIAL INSTRUCTIONS**

### 1. Multi-Purpose room

- No food or drink is allowed in the MPR.
- Sound and light systems will **only** be operated by District staff
- Use of the stage is only permitted if included in the Facilities Use Permit.
- Sitting on edge of stage is not allowed.
- Footwear appropriate for the facility will be worn at all times.
- Only approved tape may be used on the walls and other surfaces.
- Children will not be in the MPR without adult supervision.
- Nothing may be hung, draped or suspended from the ceiling, or baskets unless approved in the Facilities Use Permit.

### 2. Kitchen

- There will be no open flames in the kitchen.
- Kitchen equipment will remain in the kitchen.
- Additional equipment will not be brought into the kitchen unless specifically approved in the Facilities Use Permit.
- Users will maintain the highest of safety, health, and cleanliness standards while in and using the kitchen.
- Kitchen equipment will not be operated by children (unless immediately and continually supervised by an adult)
- Kitchen area will be thoroughly cleaned and all trash removed upon completion of use.

## **5.0 DEL MAR SCHOOL SPECIAL INSTRUCTIONS**

### **1. Gym**

- The District will no longer allow the use of the Del Mar gym for the Spring and Summer programs.
- Food or drink is not allowed in the Gym at any time, except water.
- Athletic shoes only when participating in sports. No hard soled street shoes allowed on the gym floor while participating in sports events.
- All children under the age of 18 will not be in the Gym or in the immediate area without adult supervision.
- Stage is OFF LIMITS unless specifically allowed in the use permit.
- Sitting on the edge of the stage is not allowed.
- Stage controls may only be operated by authorized staff
- No sitting on bleachers when retracted.
- Bouncing balls off the gym walls is not allowed.
- Indoor hockey, soccer, and baseball are not allowed.
- Facility must be vacated at time specified in use permit.
- Restrooms must be checked before leaving for cleanliness and trash.
- Restroom doors must be locked before leaving.
- All lights must be turned off.
- Only indoor basketballs can be used.
- All garbage, including water bottles, and clothing must be picked up before leaving.
- Jumping or climbing on the stage is not allowed. The stairs must be used to access the stage.

### **2. Kitchen**

- There will be no open flames in the kitchen.
- Kitchen equipment will remain in the kitchen.
- Additional equipment will not be brought into the kitchen unless specifically approved in the Facilities Use Permit.
- Users will maintain the highest of safety, health, and cleanliness standards while in and using the kitchen.
- Kitchen equipment will not be operated by children (unless immediately and continually supervised by an adult)
- Kitchen area will be thoroughly cleaned and all trash removed upon completion of use.

## 6.0 ATHLETIC FIELDS SPECIAL INSTRUCTIONS (ALL SITES)

Over \$2 million has been invested into the complete restoration of the District athletic fields. The following rules need to be adhered to in order to protect our investment.

1. Fields are closed to the public during the hours school is in session.
2. Use of fields before and after school hours and on weekends is by Facilities Use Permit only.
3. Animals are not allowed on the fields or anywhere on school grounds at any time. (Marin County Ordinance 8.04.160 and California VC Section 21113)
4. Use of fields is not allowed during periods of heavy rain or immediately after. Additionally, fields will be closed to rental groups annually for maintenance and recovery periods during December, January, and February.
5. Users must comply with “Field Closed” signs during closure periods.
6. Garbage must be deposited in the litter and recycling receptacles provided.
7. The following are not allowed on the field or track at any time:
  - Alcohol or tobacco (possession or use)
  - Pets/animals
  - Vehicles
  - Glass containers
  - Golfing
  - Bicycles, skateboards, rollerblades/roller skates, *scooters*
  - Metal spikes or cleats
  - Fires or barbeques