



FACILITY USE

Information & Application Packet

**BONSALL UNIFIED SCHOOL DISTRICT
ADMINISTRATIVE REGULATIONS - AR 1330
COMMUNITY RELATIONS**

USE OF SCHOOL FACILITIES

The Superintendent or designee shall maintain application procedures and regulations for the use of school facilities which: (Education Code 40042)

1. Encourage and assist groups desiring to use school facilities for approved activities.
2. Preserve order in school buildings and on school grounds, and protect school facilities. If necessary, a person may be designated to supervise this task.
3. Ensure that the use of facilities or grounds is consistent with the use of the school facilities or grounds for school purposes and does not interfere with the regular conduct of schoolwork.

CIVIC CENTER USE

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 40041, 40041.5)

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.
4. Child 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. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.
8. Other purposes deemed appropriate by the Board of Trustees.

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 of the school facility or grounds which is inconsistent with their use for school purposes or which interferes with the regular conduct of school or school work.
3. Any use which is discriminatory in the legal sense.
4. Any use, which involves the possession, consumption, sale, or advertising of alcoholic beverages, tobacco, or any restricted substances on school property.
5. Any use, which involves the possession of an item, considered to meet the legal definition of a firearm and/or weapon.

For safety and/or security reasons, the following are excluded from community use:

1. Areas
 - a. Offices
 - b. Computer rooms
 - c. Science rooms and other rooms containing hazardous chemicals or equipment that cannot be used safely without special knowledge or skills
 - d. Kitchens (unless directly supervised by district Nutrition Services personnel)
 - e. Maintenance/Operations area

2. Activities including, but not limited to:
 - a. Rollerblading
 - b. Model rocketry
 - c. Dunking booths
 - d. Skateboarding
 - e. Archery
 - f. Trampolines
 - g. Golfing activities
 - h. Animal activities (except for youth groups such as 4-H or community service groups such as Guide Dogs for the Blind)
 - i. Model airplanes/helicopters
 - j. Weddings and receptions
 - k. Any use by an individual or group for the commission of any crime or any act prohibited by law.
 - l. Any use of school facilities or grounds that is inconsistent with their use for school purposes or which interferes with the regular conduct of school or schoolwork.
 - m. Any use which is discriminatory in the legal sense.
 - n. Any use, which involves the possession, consumption, sale, or advertising of alcoholic beverages, tobacco, or any restricted substances on school property

DAMAGE AND LIABILITY

Groups or persons using school facilities under the provisions of this policy shall be liable for any property damage caused by the activity. The Board shall charge the amount necessary to repair the damage and may deny the group further use of school facilities (Education Code 38134). 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. Groups other than free-use groups shall be required to include the district as additional insured on their policies.

USE FEES/CHARGES

Due to the current state budget crisis, fees for using school facilities and grounds are necessary for the district to recoup its maintenance, custodial and utilities charges related to use by non-school groups. The Board authorizes the charging of fees for the use of facilities via a staggered schedule depending upon the facility used and group or club requesting such use. The cleaning, damage, and/or labor impact deposit is required for all groups. Any unused cleaning, damage, and/or labor impact fees will be returned.

Local Bonsall clubs, associations, or nonprofit organizations that promote youth and school activities shall have first priority for facility use and be available at a discounted fee rate. Local Bonsall clubs are defined as clubs where participants are Bonsall residents, or the majority of participants are Bonsall residents.

For-profit groups, groups that charge membership fees, and groups without the majority of members being Bonsall residents, the regular facility use fee will be applied.

The Use Charges are based upon the type of facility or grounds requested. Three (3) types of facilities/grounds are available for usage. The facilities available for usage are as follows:

- Sullivan Middle School Multi-Purpose Room
- School Site Fields/Grounds
- Bonsall Community Center

DISCOUNTED FEE – REGULAR FEE CHARGE

Approved activities other than those specified as a discounted activity shall be charged the regular fee.

The following activities are examples that will be charged the regular fee:

1. Youth recreational services sponsored and provided by religious groups.
2. Charitable fundraising activities that is not beneficial to youth or public school activities of the district, as determined by the Board.
3. Events sponsored by religious or community groups, except those that qualify for free use.
4. Public agencies. In lieu of regular fees, the district may enter into a written joint-powers agreement with local public agencies.(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
5. Activities not previously identified which do not fall within the discounted fee-use or regular fee classifications and which are included here through subsequent Board action.

CANCELLATION FEE

Cancellation of a reservation by an applicant, with written or emailed prior notification of two working days, shall be accepted and all fees paid will be refunded. Cancellation without notification, or failure to appear at the reserved time, will result in forfeiture of fees paid.

FEE WAIVER REQUESTS

Any requests to waive fees should be put into writing and be submitted to the Director of Facilities for consideration. All fee waiver requests must be submitted 60 days prior to the scheduled event.

AVAILABILITY OF FACILITIES

Facilities may not be available for use during holiday weeks or weekends. Cancellation of use of facility due to inclement weather will be at the discretion of the district.

PRIORITY OF USERS

Applications for use of individual school facilities shall be given preference in the following order:

1. School site uses
2. Bonsall Unified School District uses
3. Contracts and written agreements with Bonsall public agencies
4. Contracts and written agreements with other Bonsall community agencies
5. Bonsall Community recreational, cultural, and special interest groups
6. Bonsall-based private, non-school connected teams, classes, and educational events

APPLICATION FOR USE OF FACILITIES

The Director of Facilities shall maintain application procedures and regulations for the use of school facilities. Regulations shall include, but not be limited to:

1. Providing encouragement and assistance for any of the activities listed above.
2. Preserving order in school buildings and on school grounds, and protecting school facilities. If necessary, a person may be designated to supervise this task
3. Ensuring that the use of facilities or grounds under this policy is consistent with the use of the school facilities or grounds for school purposes and does not interfere with the regular conduct of schoolwork.
4. Any person applying for the use of school property on behalf of any society, group, or organization shall be a member of the applicant group. Unless he/she is an officer of the group, the applicant shall present written authorization from the group to make the application.
5. Persons or organizations applying for the use of school facilities shall certify on the application that the organization upholds the state and federal constitutions and does not intend to use school premises to commit unlawful acts.

APPLICATION PROCESS

Applications may be submitted at any point throughout the year, but they must be done so with no less than 90 days advance notice of event date. All applications will be reviewed and approved by the Director of Facilities.

Facility and Equipment Use requests should be made on the *Application and Permit for the Use of School Facility and Equipment* form and an insurance certificate listing Bonsall Unified School District as "Additional Insured" must accompany each Facility Use Request form. The insurance must include:

One million dollars (\$1,000,000) per occurrence
Two million dollars (\$2,000,000) aggregate
Automobile Liability

All Facility /Ground Use Requests will be charged a one-hour minimum. **Applications for use of the Community Center must be completed 5 working days before event date** (application approved, fees paid, and an insurance certificate in place).

All Fees are *paid in advance* - with check made payable to (cash will not be accepted):

Bonsall Unified School District
31505 Old River Road
Bonsall, CA 92003

Requests for Facility Use may be made through the Bonsall Unified School District Office by calling 760-631-5200 Ext 1000.

Scheduling availability is based on non-interference with school activities.

School Hours: Monday through Friday 8:00 a.m. - 4:00 p.m.

**BONSALL COMMUNITY CENTER
ROOM CAPACITIES AND RENTAL RATES**

<u>Room</u>	<u>ROOM CAPACITY</u>			
	<u>Size</u>	<u>Lecture</u>	<u>Dance</u>	<u>Meal/Reception</u>
Multi-Use 101 A-D	40 x 65	268	268	240
Multi-Use 101 A	40 x 22.5	93		180
Multi-Use 101 B	40 x 22.5	93		
Multi-Use 101 C	20 x 20	41		
Multi-Use 101 D	20 x 20	41		
Small Conference Room	20 x 35	72		
Kitchen	15 x 40	N/A		

<u>Room</u>	<u>Size</u>	<u>Admission</u>	<u>Deposit</u>	<u>Meetings/Workshops</u>
		Regular Base Rate for For-Profit Fund Raising	Cleaning, damage, or/and labor impact	Schools, Gov't, Organizations, Non-profit (Not charged for admission)
Multi-Use 101 A-D	2600	\$235 (4hr minimum) \$55 (each add'l hour)	\$200	\$40 Per Hour
Multi-Use 101 A	900	\$150 (4hr minimum) \$30 (each add'l hour)	\$100	\$20 Per Hour
Multi-Use 101 B	900	\$150 (4hr minimum) \$30 (each add'l hour)	\$100	\$20 Per Hour
Multi-Use 101 C	400	\$100 (4hr minimum) \$20 (each add'l hour)	\$100	\$15 Per Hour
Multi-Use 101 D	400	\$100 (4hr minimum) \$20 (each add'l hour)	\$100	\$15 Per Hour
Small Conference Rm.	700	\$125 (4hr minimum) \$30 (each add'l hour)	\$100	\$20 Per Hour
Kitchen	600	\$75	\$100	A BUSD Foodservice Employee must be on-site

RULES AND REGULATIONS

In accordance with Education Code Sections 40040 through 40058 and Board Policy 1330:

1. All applicants for permits for the use of school property must sign the "Statement of Information" as prescribed by the Bonsall Unified School District
2. Use of the facilities shall not interfere with the regular schoolwork or the activities of the school.
3. The hours on a permit shall determine the length of time the school property may be used and special permission must be obtained from the school site approving the permit before any extension of time may be allowed.
4. Groups shall not use school premises later than 10:00 p.m., except upon special permission.
5. Each meeting place shall be under the immediate control of the principal of the school. It shall be his/her responsibility to see that the Board rules are followed.
6. Adult recreation leaders shall supervise activities of those using school playgrounds, athletic fields, courts, and multi-purpose room for civic center purposes.
7. All meeting qualifying under the provisions of the Civic Center shall be non-exclusion and be open to the public.
8. An individual or group for the commission of any crime or any act prohibited by law shall not use school premises.
9. School facilities shall not be used in any discriminatory in the legal sense.
10. There will be no smoking at any school facility, or any use, which involves the possession, consumption or sale of alcoholic beverages, or any restricted substances on school property.
11. Groups other than those that promote youth and school activities shall be required to include the district as additional insure on their liability policies.
12. Groups using school facilities 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 the facilities.
13. Any person applying for the use of school property on behalf of any society, group, or organization shall present written authorization from the group to make the application.
14. 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 the risk and defending itself against claims arising from the risk.
15. No vehicles of any kind are allowed on the fields without the expressed written consent of the Director of Facilities or designee.

APPLICATION AND PERMIT FOR THE USE OF SCHOOL FACILITIES AND EQUIPMENT

BONSALL UNIFIED SCHOOL DISTRICT
 31505 Old River Rd. Bonsall, CA 92003 (760)631-5200 Ext. 1000
 A CERTIFICATE OF LIABILITY INSURANCE MUST BE IN PLACE

Name of Organization: _____ Corporate or Tax ID Number: _____

Name of Applicant: _____ Title: _____

Address of Organization: _____

Mailing Address: _____

Phone Number: _____ Email: _____

Specify Facility Requested: _____ Purpose of Meeting: _____

Equipment Needed: _____ Will food/beverages be served? Y / N

Expected # of attendance: _____ Approximate # of Bonsall children involved: _____

Date(s) Requested _____ Time (From-To) _____

DISCOUNTED FEE:

- Local Bonsall club, association, or non-profit promoting BUSD youth activities _____
- For profit group or a non-Bonsall resident majority _____

REGULAR FEE:

- Youth recreational group _____
- Fundraising for non-district purposes _____
- Religious/Community groups _____
- Public Agency _____
- Other organization/activity _____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Applicant agrees to indemnify and hold harmless the Bonsall Unified School District (BUSD), its officers, agents and employees, against any and all loss, damage and/or liability including but not limited to personal injury, accident, illness or death, any loss of damage to property and liability that may be suffered or incurred by the school district, its officers, agents and employees and against any and all claims, demands, cause of action or credits, obligation, judgments, suits, or attorney's fees, costs, and/or expenses that may be made or brought against the BUSD, its officers, agents and employees, caused by, arising out of, or in any way connected with the use by applicant, BUSD facility, or the exercise of the privilege herein granted. Applicant further agrees to be personally responsible on behalf of his/her organization for any damage sustained by the school premises, furniture or equipment because of the use or occupancy of said premises by his/her organization and to abide by and enforce the rules, regulations and policies of BUSD governing the use of the school facilities and equipment. By the signature below, we hereby certify that we uphold the state and federal constitutions and do not intend to use any school premises to conduct unlawful acts. We agree to submit a certificate of insurance in the amount of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate and to include automobile liability, listing Bonsall Unified School District as "Additional Insured". BUSD reserves the right to terminate this agreement at any time due to District priorities.

 Authorized Signature of Applicant _____
Date

I am authorized on behalf of the above named applicant/organization to sign this application for the use of BUSD facilities. I agree NOT advertise or promote said event until all site and administrative approvals are complete. I understand that this agreement is only for the dates indicated and is not applicable over one year from date of signature.

_____ APPROVED _____ NOT APPROVED

BY: _____
Site Administrator Date District Administrator Date