

West Sonoma County Union High School District

462 Johnson Street, Sebastopol, California 95472
(707) 824-6403 (707) 823-2629 Fax

ANALY HIGH SCHOOL ♦ EL MOLINO HIGH SCHOOL ♦ LAGUNA HIGH SCHOOL

FACILITY USE AGREEMENT PACKET

I have received and read the Facility Use Agreement Packet which includes:

- ❖ Facility Use Application
- ❖ Facility Use Contract
- ❖ Hold Harmless Agreement
- ❖ Exhibit 1330 Statement of Information
- ❖ Board Policy 1330 Use of School Facilities
- ❖ Administrative Regulation 1330 Use of School Facilities
- ❖ Administrative Regulation 1331.2 Fee Schedule for Community Use

_____ agrees to comply with the
(Name of Organization Representative)

requirements of the West Sonoma County Union High School District and have provided the District office with the following items:

- Application
- Contract
- Hold Harmless Agreement
- Statement of Information
- Certificate of Insurance

For more information regarding facilities contact Tim Sewell, Director of Maintenance & Operations at 824-6414.

"The mission of the West Sonoma County Union High School District is to provide high quality instruction as student achievement is our top priority."

WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT
FACILITY USE APPLICATION

**THERE WILL BE NO SMOKING IN THE SCHOOL BUILDING
 OR ON THE SCHOOL GROUNDS**

High School Requesting _____ Date of Application _____

I, _____
 (Contact Person in charge of the usage)

Address: _____ Phone Number: _____

Representing (Organization Name): _____

Hereby request the use of facilities for the following purpose: _____

Type of Activity: _____ Date(s) and Time(s) of Activity: _____

*Multiple Dates – Please fill out Facility Use Calendar

Check box for facility/equipment you wish to use

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Analy Theatre | <input type="checkbox"/> Baseball Field | <input type="checkbox"/> Cafeteria | <input type="checkbox"/> Cafeteria Kitchen** |
| <input type="checkbox"/> Classroom # _____ | <input type="checkbox"/> Dance Room | <input type="checkbox"/> Football Field | <input type="checkbox"/> Gymnasium/Large |
| <input type="checkbox"/> Library | <input type="checkbox"/> Main Dining Room | <input type="checkbox"/> Microphone(s) | <input type="checkbox"/> Gymnasium/Small |
| <input type="checkbox"/> Score Board | <input type="checkbox"/> Snack Bar | <input type="checkbox"/> Tennis Courts | <input type="checkbox"/> Weight Room |
| <input type="checkbox"/> Other (Please specify): _____ | | <input type="checkbox"/> Special Conditions: _____ | |

*****Must complete Cafeteria Supplement Form***

The applicant agrees to hold the West Sonoma County Union High School District, its Governing Board, officers; agents and employees free and harmless from any loss, damage, liability, costs, or expenses caused by any act or omission of the applicant herein or of the guests, servants, employees or assigns of the applicant herein. Applicant must provide Certificate of Insurance naming West Sonoma County Union High School District as an additional insured.

The applicant agrees that at all times the school facilities remain under the control of the agents of the Governing Board of the West Sonoma County Union High School District schools.

The undersigned states that, to the best of his/her knowledge, the school property for the use of which application is hereby made will not be used for the commission of any act which is prohibited by law, or for the commission of any crime including, but not limited to, the crime specified in Sections 11400 to 11401 of the California Penal Code.

If application is for a youth group using district facilities without charge, your signature below verifies that no alternative non-district facilities are available.

I have read the reverse side Facility Use Contract relating to use of school facilities and accept responsibility for meeting the requirements stated herein:

 Signature of Applicant

 Date

Note: Use of any room, field, etc. by any high school group can pre-empt use. See attached fee schedule

FOR OFFICE USE ONLY

Energy Surcharge \$ _____ Number of Hours _____ Rental Fee for Facility Use \$ _____
 Custodial costs minimum two hours @ \$30.00 per hour _____ HRS x \$30.00 \$ _____
 No Service Required
 Date Billed: _____ Invoice # _____ Current Certificate of Insurance

*White – District * Yellow – School * Pink – Maintenance Department * Goldenrod – Organization*

**WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT
FACILITY USE CONTRACT**

Applicant must read, understand and sign the following before application will be accepted.

The undersigned agrees to assume responsibility for the following: _____
High School of the West Sonoma County Union High School District. All facilities will be left in the same or better condition in which they were found. ***If there are any problems with the facility, you must contact the District Representative immediately.*** Rental fees may be adjusted if a problem occurs. A \$250.00 deposit is required for the use of the facility. This amount may be forfeited in the event of trash being left on the field or damage to the fields.

The undersigned 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 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) does not, to the best of his/her knowledge advocate the overthrow of the United States or the State of California by force, or other unlawful means.

The undersigned agrees to compensate the District for any actual costs incurred, such as custodial costs and lighting for night events. The site plant manager will be responsible for determining the actual costs.

The undersigned agrees to the administration of the high school and its groundskeeper to determine whether or not fields will be used if the fields are wet or during inclement weather. The final decision regarding field use will be made by the high school administration.

The undersigned assures the West Sonoma County Union High School District that the _____ (organization) operates in a non-discriminatory manner in terms of Title IX of the Education Amendments of 1972 (PL92-318). Title IX applies to educational institutes receiving Federal financial assistance and is concerned with the elimination of sex discrimination in educational programs and activities. Any questions pertaining to this assurance should be addressed to : Title IX Office, West Sonoma County Union High School District, 462 Johnson Street, Sebastopol, CA 95472

OVERALL FACILITY USE RULES: All equipment should be used with care and stored properly. Street shoes are not allowed on gym floors. Do not drag objects on gym floors. Do not spit or leave garbage in gyms. Cover floors with tarps when appropriate. No driving on tracks or fields with automobiles, bikes, or skateboards.

Signature of Organization Representative

Date

Signature of District Representative

Date



West Sonoma County Union High School District

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ANALY HIGH SCHOOL ♦ EL MOLINO HIGH SCHOOL ♦ LAGUNA HIGH SCHOOL

**THIS FORM MUST BE COMPLETED 14 DAYS PRIOR TO
THE USE OF THE REQUESTED FACILITY**

**Subject: Hold Harmless Agreement for the use of
West Sonoma County Union High School District
Facilities**

The undersigned party fully understands that the West Sonoma County Union High School District does not provide, nor does it have available, any health or accident insurance for users of the school district's facilities.

In consideration of being permitted to use the _____,
(Facility)

I/we _____ hereby
(Name of Group)

agree to hold harmless, defend and indemnify the West Sonoma County Union High School District and all its officers, employees, and agents from any and all liability or claims of liability connected or resulting from my/our use of the above referenced facility.

Signature of person applying for use of facility

Date

Signature of school site principal

Date

Assistant Superintendent

Date

"The mission of the West Sonoma County Union High School District is to provide high quality instruction as student achievement is our top priority."

USE OF SCHOOL FACILITIES

The Governing Board 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.

All school-related activities (clubs, class events, etc.) shall be given priority in the use of facilities under the Civic Center Act. Thereafter, the use of facilities shall be on a first-come, first served basis.

The Board shall grant the use of school facilities without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. Other groups requesting the use of school facilities under the Civic Center Act shall be charged at least direct costs.

Fair Rental Value

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the District's students (Education Code 38134)

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation Programs

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

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

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

ACLU of So. Calif. V. Board of Education of San Diego, (1961) 55 Cal. 2d 906

ACLU of So. Calif. V. Board of Education of Los Angeles, (1963) 59 Cal. 2d 203

ACLU of So. Calif. V. Board of Education of San Diego, (1963) 59 Cal. 2d 224

Connell v. Higgenbotham, (1971) 403 U.S. 207, 91 S.Ct. 1772

Cole v. Richardson, (1972) 405 U.S. 676, 92 S. Ct. 1332

Lamb's Chapel v. Center Moriches Union Free School District (1993) 113 S. Ct. 2141

Management Resources:

CDE LEGAL ADVISORIES

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

Adopted: April 9, 1992

Revised: 8/93; 6/94; 3/98; 4/01; 2/25/04

Reviewed: 11/15/94

WEST SONOMA COUNTY UHSD

Sebastopol, CA

USE OF SCHOOL FACILITIES

Application for Use of Facilities

The Superintendent or designee shall maintain application procedures and regulations for the use of school facilities which:

1. Encourage and assist groups desiring to use school facilities for approved activities.
2. Preserve order in school buildings and on schools 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 not inconsistent with the use of the school facilities or grounds for school purposes and does not interfere with the regular conduct of schoolwork.

Any persons 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.

Persons or organizations applying for the use of school facilities shall submit a statement of information indicating that the organization upholds the state and federal constitutions and does not intend to use school premises to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizen and community groups as a civic center for the following purposes (Education Code 38131, 38132):

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.
4. Childcare programs to provide supervision and activities for children of preschool and elementary school age.
5. The administration of examination for the selection of personnel or the instruction of precinct board members by public agencies.
6. Supervised recreational activities including but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination.
7. A community youth center
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.
9. Other purposes deemed appropriate by the Governing Board.

Restrictions

School facilities 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 school facilities or grounds which is inconsistent with the 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 or sale of alcoholic beverages, or any restricted substances on school property. The use of tobacco products is not allowed on school grounds or in school facilities.
5. Selected facilities may not be used due to safety or security concerns. These facilities include offices and computer rooms that allow access to student and school records and confidential information; science rooms, auto shops, wood and construction areas, maintenance areas that may contain hazardous chemicals or equipment that cannot be used safely without special knowledge or skills.

Damage and Liability

Groups or persons using school facilities shall be liable for any property damage caused by the activity. The Board may charge the amount necessary to repair the damages and may deny the group further use of school facilities and grounds.

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 those that promote youth and school activities shall be required to include the District as additional insured on their liability policies.

The Superintendent or designee, in consultation with the District's liability insurance carrier, may require a hold harmless agreement when warranted by the type of activity or the specific facility being used.

Fees for Use of School Facilities

Please note school districts are authorized under education Code 38134 to charge groups or individuals not affiliated with the school district an amount not to exceed its direct costs for use of its school facilities.

1. Free Use: Within the guidelines of the Civic Center Act all school related organizations or groups affiliated with WSCUHSD (school clubs, teacher organizations, PTA, Booster Clubs, Educational Meetings) shall be granted free use. The District Superintendent may impose a fee if the use of school district facilities is deemed to be excessive. Excessive use may include situations where significant custodial time is required for set up, breakdown, and clean up. Significant use of utility services will result in the application of the district's energy surcharge.
2. Fair Rental Value Fee: Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. Fair rental value included direct costs plus the amortized costs of the school facilities or grounds used for the duration of the activity.
3. Energy Surcharge: Due to accelerating energy costs, the Board of Education shall impose on all groups using school facilities an energy surcharge. The surcharge shall be paid in advance of the use of facilities.

Surcharge fees shall be as follows:

<u>Classroom/Library</u>	<u>Gym/Kitchen/Computer Lab/ Theatre/Cafeteria/Field Lighting</u>
\$10.00 per hour	\$25.00 per hour
\$15.00 for three hours	\$50.00 for three or more hours
\$25.00 for six or more hours	

Multiple use days may be negotiated with the Director of Business Services.
Utility surcharge fees are payable to the use to the District office.

Approved: August 24, 1993
Revised: 6/16/94; 10/20/94, 2/25/04
Reviewed: 11/15/94

WEST SONOMA COUNTY UHSD
Sebastopol, CA

Community Relations

Administrative Regulation 1330(d)

FEE SCHEDULE FOR COMMUNITY USE

Charges shall be made in accordance with the following hourly fee schedule:

	<u>Fee Schedule I</u> School Related (WSCUHSD)	<u>Fee Schedule II</u> Children & Youth Groups, Religion Non-Profit	<u>Fee Schedule III</u> Commercial Non- Profit Without Tax Exempt
Regular Classroom	No Charge	\$ 6.00	\$ 9.00
Libraries	“	\$ 10.00	\$15.00
Dance Room	“	\$ 6.00	\$ 9.00
Music Room	“	\$ 10.00	\$ 15.00
Cafeteria	“	\$ 25.00	\$ 50.00
*Kitchen Area	“	\$ 30.00	\$ 50.00
Analay Theatre		\$150.00	\$200.00
Rehearsal Sessions	“	\$ 35.00	\$ 50.00
Make-up Room	“	\$ 6.00	\$ 9.00
*Stage Lighting Fixtures	“	\$200.00 min.	\$200.00 min.
Sound/Lightening Tech	“	\$ 15.00 per hr.	\$ 15.00 per hr.
Gymnasium			
Main Gym	“	\$ 10.00	\$ 15.00
Small Gym	“	\$ 6.00	\$ 9.00
Weight Room	“	\$ 25.00	\$ 50.00
Football Field			
Day Use, No locker rooms	“	\$150.00	\$175.00
Day Use with locker rooms	“	\$200.00	\$250.00
Night Use with lights	“	\$225.00	\$275.00
Other Athletic Field		\$ 30.00 up to a Max. of \$90.00 a day	\$ 30.00 up to Max. of \$90.00 a day
Custodial Service Added for weekends/holidays/off-duty		\$ 30.00	\$ 30.00

*If foods are to be prepared on site, an experienced food staff member must be on hand to supervise at an hourly rate of \$22.00, minimum 2 hours.

Energy Surcharge Fees:

<u>Classroom/Library/Dance Room/ Music Room/Make-up Room/Weight Room</u>	<u>Gym/Kitchen/Computer Lab/ Theatre/Cafeteria/Field Lighting</u>
\$10.00 per hour	\$25.00 per hour
\$15.00 for three hours	\$50.00 for three or more hours
\$25.00 for six or more hours	

Approved: August 24, 1993
 Revised 6/16/94; 10/20/94,2/25/04.8/25/04,1/28/09
 Reviewed: 11/15/94

WEST SONOMA COUNTY UHSD
 Sebastopol, California

Community Relations

USE OF SCHOOL FACILITIES

WEST SONOMA COUNTY UNION HIGH SCHOOL DISTRICT

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: _____

Organization (if applicable): _____

Date: _____

Adopted: 2/25/04
Revised:

WEST SONOMA COUNTY UHSD
Sebastopol, CA

West Sonoma County Union High School District: Food Service Facility Use Application & Guide

Use of our facility means just that- use of the facility.

Arrangements must be made *in advance* to use any of the equipment.

Your group must bring everything needed to prepare*, cook*, serve, and clean-up for your event.

*Some groups are allowed to do preparation and cooking at this facility, given past experience, level of service, and possession of a current "Food Handler's" certificate.

High School Requesting: Analy El Molino Laguna

Date(s) of Event: _____ Event: _____ Telephone #: _____
 Organization: _____ Contact Person: _____

Kitchen Date/hour needed for set-up: _____ Hours of Use: _____
 Person in charge of kitchen during use: _____ (possesses "Food Handler's" certificate? Y or N)

Equipment	Using?
Dishwasher	
Griddle	
Holding Cabinet	
Ice Machine	
Microwave	
Ovens (Convection)	
Stove Top	
Note: Refrigeration is NOT available.	

Items Your Group Must Bring
coffee maker
air-pot
filters, coffee
accompaniments
tea, accompaniments
cups
cooking utensils
serving utensils
paper goods
(e.g., napkins, plates,
paper towels)
spices
cleaning supplies:
bleach
rag
glass cleaner
dish soap (hand-washing)
oven mitts

End-of-Event Tasks	Done?
counter tops (clean/bleach)	
dishwasher (wipe down)	
griddle (clean w/ brick)	
microwave (clean inside/out)	
ovens (clean inside/out)	
stove top (clean)	
trash (take away from facility)	
windows (close)	
floors (sweep & mop)	

Signature of Applicant: _____
 Today's Date: _____