

Community Relations

Public Activities Involving Staff, Students or School Facilities – Use of School Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

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 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 not inconsistent with the use of the school facilities or grounds for school purposes and does not interfere with the regular conduct of school work.

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 32282, 28131)

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. 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, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination.

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7. A community youth center.
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.
9. 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. (Military and Veterans Code 1800)
10. Other purposes deemed appropriate by the Board of Education.

Restrictions and Provisions for Facility Use

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 which is inconsistent with the use of the school facilities 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 drugs or any restricted substances, including tobacco. Any use which involves the possession, consumption, or sale of alcoholic beverages, except for special events approved by the Superintendent or designee pursuant to Business and Professions Code 25608 which are covered by a special events permit pursuant to Division 9 of the Business and Professions Code and which will occur at a time when students are not on the grounds. Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

Special Note: The district may exclude certain school facilities from non-school use for safety or security reasons.

5. The use of open flames such as candles is forbidden. Decorations must be flameproof and shall be erected and taken down in a manner not destructive to school property.
6. All equipment and facilities to be used must be listed on the application. Trained District personnel only shall operate facilities deemed by the District to require skilled operators.

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The user is bound by the determination of the District and is responsible for these salaries in addition to the basic rental fee.

7. Stage productions require the use of an assigned District stage manager who shall have complete responsibility and authority over the use of stage facilities whether they be District-owned or brought in for the function.
8. Program and rehearsal arrangements are binding. Buildings will be normally opened one-half hour before commencement and closed one-half hour after adjournment. Last minute extra rehearsals or additional room use normally will not be permitted. In deference to District employees and student help, buildings and facilities will be closed at midnight without exception.
9. Facilities are available during vacation periods only if the use does not conflict with cleaning and renovating activities and if necessary personnel are available for supervision.
10. A school employee shall be on duty whenever a facility is being used. He/she shall be in charge of facility use and will report to the District Business Services Office regarding the use, including the department and discipline of user.
11. Cafeteria kitchen facilities shall not be used except as may be arranged with the Food Services Department of the District at the time of application.
12. When programs are scheduled in cafeterias in which meals are served by District cafeteria personnel, the meal charge shall include use of the facility.
13. School playgrounds may not be used for swap meets and similar trading activities open to the general public.
14. The District may require that ushers and/or security personnel be employed for audience control and to meet occupancy restrictions.

Application Requirements

1. Any group or organization wishing to use District facilities shall apply at the Facility & Support Operations Office of the District, 333 W. Magnolia Avenue, Glendale.
2. Only applications originating with established and responsible organizations shall be considered. Individuals must have sponsorship by a qualifying organization.
3. Organizations requesting use of facilities may be required to provide identifying credentials, such as a charter or constitution and bylaws to establish the type of organization.

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4. All groups qualifying for use must adhere to the rules and regulations set forth by the Board of Education. Each group will be held accountable for damages, and withdrawal of consideration upon subsequent request.
5. All school-related activities (clubs, class events, etc.) shall be given priority in the use of facilities under the Civic Center Act.
6. 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.
7. 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.

Group Charges

Exempt from Charge (Group I rate)\*

- Exemption from charge (Group I rate) is granted to organizations whose primary purpose and activities are in direct support of school or District programs, such as PTA's, School Foundations, Booster Clubs, and recognized employee organizations/associations (hereinafter referred to as "School Affiliated Groups").
- Exemption from charge (Group I) may also be granted in the District's discretion for occasional and limited duration use of District facilities to nonprofit, civic, and religious organizations that promote school and youth activities (hereinafter referred to as "Nonprofit Groups"), but such exemption may not apply to any group that uses the school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities of the District. When such usage is frequent or of longer duration, or the organization charges participants for the activity, the organization may be subject to charge for direct costs (Group II rate).
- The City of Glendale, as part of an overall reciprocity understanding, is exempted from most facility-use charges. This provision may be extended to other governmental agencies as deemed appropriate. (These shall hereinafter be referred to as "Government Groups").

These groups may also be subject to direct cost if their use requires additional District personnel or work hours to be assigned (e.g., weekend, holidays, or other days when the facility may otherwise be closed).

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Direct Costs (Group II rate)

- All groups except School-Affiliated Groups, Nonprofit Groups, Government Groups, Charging Groups, and Commercial Entertainment Groups as defined in Board Policy shall be charged direct costs (Group II rate).

Fair Rental Value (Group III rate)

- Fair rental charges (Group III rate) are to be assessed to any organization which charges admission or otherwise charges participants for the activity, and does not expend its net receipts directly for youth or public school activities of the District (referred to as “Charging Groups”), and within the District’s discretion, any organization not qualifying for Group I or Group II, as defined by Board Policy.

Commercial Entertainment Programs

- Commercial entertainment programs do not qualify as community programs for civic center use. Use of school facilities for such purposes may be granted at the discretion of the District, with uses subject to the rental charges and fees established by the District in its discretion. Commercial filming and television activities and resulting film or broadcast product shall not specifically identify the school facilities, staff or students. In addition, the organizations will be responsible for obtaining necessary permits. (These shall hereinafter be referred to as “Commercial Entertainment Groups”). Rental charges and fees may fluctuate with market rates.

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damages caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of District facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself and the Glendale Unified School District against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group’s own negligence when using school facilities. (Education Code 38134).

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As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

All groups or organizations using District facilities will be required to complete a "Hold Harmless" agreement and provide proof of liability coverage, including the naming of the Glendale Unified School District as an endorsed additional insured on their insurance policy. Limits of coverage will be a minimum of \$1 million.

Fees and Charges

1. Basic Hourly Fee Schedule:

	<b>GROUP I (No Charge)</b>	<b>GROUP II (Direct Cost)</b>	<b>GROUP III (Fair Rental Value)</b>	
			<b>Tier I Youth Center Organizations</b>	<b>Tier II Other Organizations</b>
Classrooms	\$0	\$10	\$22	\$30
Cafeteria/Multi-Purpose Rooms	0	30	55	75
Gymnasiums	0	35	83	113
Dance Room/Apparatus Room	0	25	55	75
Lecture Hall/Little Theater/Music Room	0	20	44	60
Pools	0	50	200	200
Stadium (Auditoriums, see item 5)	0	125	275	375

2. All established rental rates are “hourly,” and there will be a minimum charge of three (3) hours, except for auditoriums (see below). When additional services or equipment are required by the use, such as security or custodial, or special setup of furniture, the cost of same will be added to the rental fee.

3. In addition, there will be a processing fee charged to permits requested for use of fields:

	<b>GROUP II</b>	<b>GROUP III</b>
One-day activity request	\$10.00	\$100.00
Two to four-day activity request	\$20.00	\$200.00
Five to fifty-day activity request	\$30.00	\$500.00
Fifty-one day or more activity request	\$75.00	\$1000.00

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4. The following charges have been established for use of District facilities for commercial filming purposes. Charges are based on the number of persons associated with the filming.

1 –10 persons	\$1,500 per day
10 - 100 persons	\$3,000 per day
Above 100 persons	\$ to be established on a per-request basis

These charges are in addition to all other applicable facility, custodial, security, equipment and other related charges. A security deposit may also be required.

5. Auditoriums--Basic Fee Schedule:

	<b>GROUP I (No Charge)</b>	<b>GROUP II (Direct Cost)</b>	<b>GROUP III (Fair Rental Value)</b>	
			<b>Tier I Youth Center Organizations</b>	<b>Tier II Other Organizations</b>
Crescenta Valley	\$0	\$150	\$220	\$300
Glendale High	0	175	275	375
Hoover High	0	150	220	300
Roosevelt	0	60	132	180
Toll	0	60	132	180
Wilson	0	125	165	225

All auditorium rental rates are hourly, with a minimum of five (5) consecutive hours charged on a program/performance day, and a minimum of three (3) consecutive hours charged on a rehearsal day. Custodial time beyond the above-stated minimum hours will be added to the basic auditorium rental fee on an hour-per-hour basis as will any additional services or supplies such as set-ups, security, house restoration, etc., and such charges may also include a 15% handling charge.

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The following Hold Harmless Agreement shall be completed prior to use of facilities:

To: GLENDALE UNIFIED SCHOOL DISTRICT

In connection with the granted use of your facilities and premises at

\_\_\_\_\_ for \_\_\_\_\_

We, \_\_\_\_\_ hereinafter referred to as the Permittee, do agree to defend, indemnify and hold harmless the Glendale Unified School District, hereinafter referred to as the District, its officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgements, including legal and attorney fees, arising from personal or bodily injuries, including death, or property damage or otherwise, however caused, sustained by any persons(s), firm(s), corporation(s), including the district, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the undersigned's use/occupancy of District's facilities, including school or District parking lots and walkways, furniture or equipment or other use as requested by the Permittee, or from any occurrence in or on the demised premises, and will further indemnify and hold the District harmless against and from any and all claims arising from any breach or default on the part of the Permittee in the performance of any covenant or agreement on the part of the Permittee to be performed pursuant to the terms of this use, or arising from any act or negligence of the Permittee, or any of its agents, contractors, servants, employees, licensees, customers, or invitees. In the case any action or proceeding is brought against the District by reason of any such claim, the Permittee, upon notice from the District, covenants to resist or defend at Permittee expense such action or proceeding by counsel reasonably satisfactory to the District. The term "facilities" as used in this agreement shall include any adjacent school or District parking lots, walkways or thoroughfares used by guests, patrons, invitees, employees, or agents of the Permittee.

The Permittee further agrees to retain responsibility for any loss, theft or damage to Permittee's equipment, supplies or materials or equipment, supplies or materials of others brought onto or stored on District's premises in connection with Permittee's use of District's facilities and premises.

The Permittee further agrees and promises that he will not use nor permit any other person, firm or corporation to use pictures or films of the premises and/or facilities of the Glendale Unified School District in any movie film, film production or commercial venture the subject matter of which does or might bring discredit to the District, including any film production which contains immoral, obnoxious, obscene or injurious material, or is subversive in any way.

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The Permittee further agrees to surrender the premises and facilities to the district at termination of the use period hereinbefore specified in the same condition as at the commencement of the period. All equipment, supplies and materials of any kind, used by the Permittee, shall be removed from the premises at termination of the use period.

The Permittee shall be responsible for any damage to District property, arising from Permittee's use, and shall promptly reimburse the District for repair or replacement as billed. The undersigned further agrees to provide a Certificate of Insurance for liability coverages and limits acceptable to the District.

IN WITNESS WHEREOF, the Permittee has executed this document

on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature\_\_\_\_\_

Name (Authorized Representative)\_\_\_\_\_

Title\_\_\_\_\_

Legal References: Education Code: 40041-40043 (as applicable); Lamb's Chapel v. Center Moriches Union Free School District (1993) 1135Ct. 2141; Fairfax Covenant Church v. Fairfax County School Board (1994) 17F.3d 703

Policy Adopted: 10/15/1985 (BP 1412)

Rule Approved: 12/16/1958 (AR 1411)

Rule Revised: 08/21/1962; 03/16/1971; 11/17/1978; 08/06/1985; 05/21/1991;  
05/03/1994; 11/21/2000; 12/04/2001; 12/17/2002; 05/02/2006;  
07/27/2010; 11/03/2010; 02/04/2014; 12/07/2018

(Formerly AR 1411 & BP 1412)