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## CLOVIS UNIFIED SCHOOL DISTRICT

### COMMUNITY RELATIONS USE OF DISTRICT FACILITIES

This administrative regulation does not apply to the use of District facilities by: (1) the District; (2) District-affiliated groups; or (3) any third party contracted by the District to provide goods or services to the District.

#### **A. Use of District Facilities Under Civic Center Act.**

The following procedures and requirements apply to applications to use District facilities pursuant to the Civic Center Act, Education Code section 38130 et seq., as determined by the Superintendent or designee. District facilities shall include buildings, fields, and ground spaces. The use of District facilities for athletics and sports shall be governed by the procedures and requirements set forth in Administrative Regulation No. 6145.1 – Clovis Community Sports and Recreation and Community Recreation Programs (see section C below).

1. Period of Use/Non-Interference. An applicant shall use the requested District facility only during the period stated in the applicant's request and approved by the District, which period shall be within the following:
  - a. *Weekends and/or when school is not in session*, starting no earlier than 7:00 a.m. and ending no later than 9:00 p.m. for indoor facilities and 10:00 p.m. for outdoor field spaces.
  - b. *Weekdays when school is in session (including intersession)*, starting no earlier than 6:00 p.m. and ending no later than 9:00 p.m. for indoor facilities and 10:00 p.m. for outdoor field spaces.

An applicant and its invitees, if any, shall use the requested District facility in a manner that does not interfere with any District events, programs, or activities that are occurring at the same time as the applicant's event.

2. Request for Use of District Facilities.

- a. *Request:* The request process should be started as early as possible, but no later than 10 working days prior to the first date on which use of a District facility is being requested. Requests are available online only by accessing: <https://www.communityuse.com/SOA.NET/Controllers/PageController.aspx?productid=MC&pageid=Login>.

No paper copies of a request will be accepted by the District.

- b. *Approval/Denial of Request:* If the requested facility is available, the online request will be processed at the District level, with an email confirmation sent to the applicant.

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The District shall have the right to deny any requests for use of District facilities that do not comply with the terms and conditions set forth in Board Policy No. 1330, this administrative regulation, and applicable laws, including but not limited to, one or all of the following reasons:

- i. The requested use of District facilities is inconsistent with the use of the school facilities or grounds for school purposes or interferes or threatens to interfere with the regular conduct of schoolwork, school schedules, or access to such facilities or school grounds. (Education Code 38133)
- ii. The requested use of District facilities could interfere with, disrupt, or threaten to disrupt the preservation of order in school facilities, on school grounds, or in areas immediately adjacent to school grounds, and/or the protection of school facilities and school grounds. (Education Code 38133)

In response to any application to use District facilities, the District may, in its discretion, require that an applicant provide information and/or documentation evidencing the applicant's compliance with Board Policy No. 1330 and this administrative regulation.

Based on Education Code section 38133, the District shall have the right to deny any requests for use of District facilities on a District school or site where one or more events, programs, or activities of the District or a District-affiliated group will be occurring at the same time or will overlap with the time requested by an applicant to use District facilities at the school or site.

3. Agreement for Use of Facilities. The applicant shall enter into an online Agreement for Use of Facilities before it may use the requested District facility. The applicant shall comply with the terms and conditions of the Agreement for Use of Facilities.
4. Evidence of Insurance. Each applicant shall provide to the District a certificate of insurance, or other written proof of insurance satisfactory to the District, evidencing commercial general liability that provides, at a minimum, coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. This insurance shall be maintained throughout the term of the Agreement for Use of Facilities. This insurance shall contain a blanket additional insured endorsement or be endorsed to name the Clovis Unified School District and its governing board and members thereof, officers, employees, and agents as additional insureds. This insurance shall be maintained throughout the Term. Any such insurance shall provide that it applies on a primary basis to any insurance, self - insurance or other risk financing under which the Clovis Unified School District is a covered party or an insured. Proof of insurance shall be provided to the District before the applicant may use the requested District facility.
5. Indemnity and Hold Harmless. The applicant shall indemnify, defend, and hold harmless District as set forth in the Agreement for Use of Facilities.

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6. Signage. The following shall apply to any signs, which shall include posters, flyers, and any other documents, that an applicant may post, distribute, or display on District facilities during its use of District facilities. An applicant that uses District facilities may display, distribute, or post signage in accordance with the following:
- a. If the requested District facility is at an educational center (includes intermediate and high school and may also include an elementary school), there shall be no more than two signs on the periphery of the school. If the requested District facility is at a stand-alone elementary school, intermediate school, or high school, there shall be no more than one sign on the periphery of the school.
  - b. Each sign shall state in bold text in at least 24 font size: **“This event is not sponsored or endorsed by Clovis Unified School District”**.
  - c. Each sign shall be displayed only during the time that the applicant is using the requested District facilities and only in the area designated by the principal or designee. Any flyers or other documents shall be distributed only during the time the applicant is using the requested District facilities and only inside or in the immediate vicinity of the District facilities that is being used by the applicant.
  - d. Each sign shall be approved by the principal or designee before it is displayed on any District facilities using the process and criteria set forth in Board Policy No. 1325 – Advertising and Promotion as well as any requirements that may be established by the Superintendent or designee.
  - e. Each sign, including all flyers and other documents, shall be removed immediately after an applicant’s event. Any signs, flyers, or other materials that are not removed from District facilities after an event may be removed and disposed by the District without any notice to an applicant.
7. Cancellation and Change Procedures.

A written notice of cancellation of the use of District facilities must be received by the Facility Services Department at least seven days before the event. If not, a cancellation fee of \$50.00 plus any District expenses will be charged. The applicant must pay the cancellation fee to the District within 30 days of the cancellation.

District shall have the right: (1) to change the location of the requested facility upon providing at least 48 hours of notice to an applicant; and/or (2) to change the date and/or time of the requested facility upon providing at least five business days of notice to the applicant. If the applicant does not agree to the change, the applicant’s request for the requested facility shall be considered cancelled. In that event, the applicant shall initiate a new request for use of District facilities should the applicant wish to use any District facilities.

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### 8. Billing.

Set-up and clean-up time will be added to the actual activity time. An invoice will be emailed from the District's Facility Services Department after the use of the District's facility. Payment is due within 30 days of the District's issuance of the invoice to the applicant.

### 9. District Personnel on Duty.

A District employee must be on duty whenever a District facility is utilized under Board Policy No. 1330 and this administrative regulation. Custodial, food service, and grounds personnel will be paid on an overtime basis beyond regular school hours or if they are required to provide services beyond their normal work schedules.

### 10. Prohibited Activities and Items.

- a. *Activities:* The following items and activities are prohibited on District facilities and grounds unless prior written authorization has been obtained from authorized District staff: animals, any type of open flame (usually found in BBQs, candles and gas grills), motorized vehicles or cycles, skateboards, go-carts, rockets, powered airplane models, waterslides, rockwalls, archery, skeet shooting, paintball, drones, helicopter landing events, and golf practice.
- b. *Alcohol and Controlled Substances:* To possess, use, or be under the influence of any controlled substance as defined in Health and Safety Code sections 11053-11058, an alcoholic beverage, or an intoxicant of any kind is prohibited in all District facilities and on all District property.
- c. *Tobacco:* The use of tobacco or tobacco product is prohibited in all District facilities and on all District property.
- d. *Food or Drink:* No food or drink shall be consumed in any District auditorium, gymnasium, or classroom (without written approval from authorized District staff).

### 11. Clean Up.

All District facilities must be left as found. Chairs and tables must be replaced, all floors left free of debris, and all trash must be taken out to the dumpster. Failure to do so will result in additional costs, which shall be billed and paid in accordance with the provisions in section A.8 above.

### **B. Use of District Facilities for Polling Places, Vote Centers, or Emergency Shelters.**

District facilities may be used for: (1) mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare pursuant to Education Code section 32282; or

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(2) polling places or vote centers pursuant to Elections Code section 12283. The use of District facilities for these purposes shall be upon such terms and conditions as agreed to by the District and each group or organization requesting such use. At a minimum, the terms and conditions shall include the following:

1. Evidence of Insurance. The requesting group or organization shall provide to the District a certificate of insurance, or other written proof of insurance satisfactory to the District, evidencing commercial general liability that provides, at a minimum, coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. This insurance shall be maintained throughout the period that the group or organization is using District facilities. This insurance shall contain a blanket additional insured endorsement or be endorsed to name the Clovis Unified School District and its governing board and members thereof, officers, employees, and agents as additional insureds. This insurance shall be maintained throughout the Term. Any such insurance shall provide that it applies on a primary basis to any insurance, self-insurance or other risk financing under which the Clovis Unified School District is a covered party or an insured. Proof of insurance shall be provided to the District before the group or organization may use District facilities.
2. Indemnity and Hold Harmless. The group or organization shall indemnify, defend, and hold harmless District for any or all of the following arising from its use of District facilities: (a) injuries to or death of any person; (b) damage, loss, loss of use, or destruction of District facilities or personal properties or the personal properties of any third parties; and/or (c) damages, losses, judgments, obligations and expenses and costs, including attorney's fees, expert's fees, and court costs.

### **C. Use of District Facilities for Community Recreation Programs.**

Requests for use of District facilities by groups for athletics or sports purposes shall be processed in accordance with and subject to the provisions set forth in Board Policy and Administrative Regulation No. 6145.1 – Clovis Community Sports and Recreation and Recreation Community Programs.

Adopted: 07/23/1975

Reviewed: 03/23/2010

Amended: 09/27/1978, 09/28/1988, 10/22/1989, 06/08/1992, 05/1993, 07/07/1993, 03/24/1995, 08/10/2005, 06/11/2007, 10/22/2008, 12/17/2021 (AR 5301 renumbered as AR 1330), 01/01/2023, 01/13/2023, 07/25/2023, 09/07/2023, 09/14/2023

Doc# 41643-20 (09/2023, 07/01/2018)