

Community Relations

AR 1330 (a)

USE OF SCHOOL FACILITIES

Application for Use of 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.

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, 38131)

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

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

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
7. A community youth center
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

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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 Governing Board

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 which is inconsistent with the use of school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of drugs or any restricted substances, including tobacco

(cf. 3513.3 - Tobacco-Free Schools)

4. 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.

The district may exclude certain school facilities from nonschool use for safety or security reasons.

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage 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 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)

As permitted, the Superintendent or designee may require a hold harmless agreement and

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indemnification when warranted by the type of activity or the specific facilities being used.

(cf. 3515.21 - Unmanned Aircraft Systems (Drones))

Regulation approved: November 19, 2020

**USE OF SCHOOL FACILITIES - EXHIBIT
FACILITIES USE STATEMENT**

The undersigned, _____, is duly authorized by _____ (name of organization) _____, to act on its behalf in requesting the use of school facilities, including, but not limited to, executing any agreement or undertaking required by law and district policy and regulations governing the use of the facilities. The organization shall comply with all restrictions placed on the use of the school facilities by law or district policy or regulations. The organization recognizes that, in accordance with Education Code 38134, it is liable for any damage to the school facilities

CORONAVIRUS ADDENDUM AND HOLD HARMLESS AGREEMENT

*****In addition to the Application and Agreement for the Use of ALVORD USD Facilities, the Applicant/ Representative enters this Coronavirus Addendum and Hold Harmless Agreement, which is hereby incorporated into the Application and Agreement, as follows:**

1. Including, but not limited to, the SARS-CoV-2 virus (the “Coronavirus”), the Applicant/Representative (the “FACILITY USER”) agrees to **strictly follow** all local, state, and federal guidelines regarding human protection from the Coronavirus (the “Guidelines”) without exception. The Guidelines to be strictly followed by Facility User are located at various publicly accessible websites, including, but not limited to:

- a. <https://covid19.ca.gov/>
- b. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- c. <https://www.rivcoph.org/coronavirus>

Facility User hereby (i) acknowledges that it has received a copy of, has read and understands, and (ii) agrees it will comply with the Guidelines as the same pertain to social distancing protocols, as such Guidelines may be amended, updated, or superseded from time to time. Facility User further acknowledges and understands that the Guidelines set forth limitations on group gatherings and events, and additional requirements pertaining to social distancing, face coverings, hygiene, disinfection/sanitation (including frequent disinfecting and cleaning of all high-contact surfaces during Facility User’s use of District’s facility), symptom checks and screening procedures, temporary signage, and related measures pertaining to the operation of Facility User’s program and activities to prevent the spread of Coronavirus. Facility User agrees that Facility User, at its sole cost and expense, shall be solely responsible for developing and enforcing proper protocols and procedures, and otherwise ensuring compliance with these requirements by Facility User and Facility User’s employees, volunteers, participants, partners, officers, members, agents, contractors, customers, guests, invitees, staff, and spectators.

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2. The FACILITY USER shall not hold the event at the District facility and shall cancel the event if all Guidelines will not, are not, or cannot be met before, during, or after the event. Additionally,

Facility User shall have protocols and place and take all precautions necessary to ensure Facility User and its employees, volunteers, participants, partners, officers, members, agents, contractors, customers, guests, staff, invitees, and spectators do not enter District facilities, grounds, or property when they are sick, and do not return until they have met applicable criteria to discontinue home isolation. Facility User understands and agrees that Facility User will promptly notify District upon learning or discovering someone is or becomes sick, and shall inform District, to the extent possible, of all areas used or visited by said person.

3. The FACILITY USER shall stop the event at the District facility immediately and send all invitees/participants away if they are observed to not be meeting all required Guidelines.

4. The District may terminate the FACILITY USER's use of the District facility at any time if, in the sole discretion of the District, the District determines that the FACILITY USER or their invitees/participants are not in full compliance with the Guidelines. If the District terminates the FACILITY USER's use of the District facility pursuant to this paragraph, the FACILITY USER will be not be entitled to a refund of any fees and will not be entitled to recover any consequential damages arising from such termination.

5. The District makes no representation regarding the condition or suitability of the District facility in use. It shall be the FACILITY USER's sole responsibility to appropriately at the District facility used and thoroughly clean, disinfect, and maintain a clean, disinfected, and sanitized environment before, during, and after the event, including the use of Coronavirus products approved by the Environmental Protection Agency (EPA) and in compliance with the Healthy Schools Act (HSA). FACILITY USER understands that District may elect to further clean and/or sanitize the District facility used by Facility User and charge back costs to FACILITY USER. Such costs will be in addition to the costs indicated on the current District facility use fee schedule adopted by the District's governing board for the current term.

6. Assumption of Risk; As-Is Basis. FACILITY USER recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers. FACILITY USER has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the Guidelines contained at the website links above. FACILITY USER assumes all risks, known and unknown, arising from Facility User's use and occupancy of the District facility, including risks from the Coronavirus. FACILITY USER assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from Facility User's use and occupancy of the District facility. Facility User acknowledges, understands, and agrees that the District's school facilities, grounds or equipment are being provided to Facility User on an "as-is", "where-is" and "with any and all faults" basis, without representation or warranty, whether express or implied, of any kind whatsoever, including, without limitation, any

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representation or warranty of fitness or suitability for Facility User's particular use or purposes. It is further acknowledged, understood, agreed, and represented that, prior to using any District

facility, grounds, or equipment, Facility User shall inspect the requested facility or grounds, including appurtenant facilities or grounds, and/or requested equipment, and by using the facilities, grounds, and/or equipment, Facility User stipulates and agrees that the facilities, grounds, and/or equipment are clean, safe, and in usable condition, that Facility User is satisfied with the condition, suitability, and fitness thereof, and accepts the same as being safe, in good and sanitary order, condition and repair, and reasonably suited for Facility User's purpose. Facility User expressly waives any and all claims for defects.

7. Waiver and Release of Claims. To the fullest extent permitted by law, FACILITY USER releases the Alvord Unified School District, its affiliated campuses, its governing board, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the "District"), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of Facility User's use and occupancy of the District facility, including the risks from Coronavirus. This release is intended to discharge the District against any and all liability arising out of or connected in any way with Facility User's use and occupancy of the District facility, even though that liability may occur or arise out of the negligence or carelessness on the part the District. By signing this Agreement, the Facility User is releasing claims and giving up substantial rights, including the right to sue, and acknowledges that the Facility user is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

8. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, SUBJECT TO EDUCATION CODE SECTION 38134 (i), FACILITY USER AGREES TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD THE DISTRICT (AS DEFINED ABOVE) FREE AND HARMLESS FROM ANY ACTION, CLAIM, SUIT, DEMAND, LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE IN WHOLE OR IN PART FROM THE APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES AND THIS CORONAVIRUS ADDENDUM, INCLUDING AS IT RELATES TO ANY EXPOSURE TO THE CORONAVIRUS (AS DEFINED ABOVE). THE DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE DISTRICT OR ANY OTHER PERSON OR ENTITY'S ACTIVE OR PASSIVE NEGLIGENCE.

*Addendum acknowledgment: I acknowledge that I have read this addendum, agree to all terms herein, and fully understand my responsibility to adhere to all Coronavirus Guidelines and instruction during the use of the District facility.****

The Agreement is hereby incorporated into this Addendum by this reference and supplemented and amended to the extent set forth herein. This Addendum and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire

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agreement between the District and Facility User. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Addendum and any provision of the Agreement, the provisions of this Addendum shall control. The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to affect the purposes of this Addendum.