



# Forest Ranch Charter School

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## Board Policy – Community Use of Facilities

### 1. Purpose

- a. The Governing Board recognizes that the school grounds and facilities are a community resource and authorizes their use by community and youth groups for purposes provided for in the Civic Center Act when such use does not interfere with the educational use of the School.
- b. To ensure that the primary purpose of the school grounds and facilities remains the education of the students of the School, all school-related activities shall be given first priority in the use of the facilities and grounds under the Civic Center Act. Use thereafter shall be on a first come, first served basis.

### 2. Responsibilities

- a. The Executive Director or designee shall maintain procedures for the use of school facilities and grounds that:
  - i. Aid, encourage, and assist groups desiring to use school facilities for activities authorized by the School and the Civic Center Act;
  - ii. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary, and;
  - iii. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work.

### 3. Fees

- a. The use of school grounds and facilities is non-exclusive and open to the public. However, the Board believes that the use of school facilities and grounds by other groups or organizations should not result in a cost to the school.
- b. The use of school facilities and grounds before, after, and during school as well as on non-school days shall be granted without charge to the School and to groups under the umbrella of the school, such as the Parent Teacher Partnership.
- c. Non-profit organizations sponsoring activities and events oriented towards community youth and school activities may be charged an amount up to the School's direct costs when using school facilities and grounds.
- d. Religious organizations conducting 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 services, shall be charged an amount at least equal to the School's direct costs when using school facilities and grounds.

- e. Fair rental value shall be charged for the use of school facilities and grounds when used by for-profit organizations or when entertainment or meetings are held and an admission fee is charged or contributions solicited, and the net receipts are not expended for the welfare of the School or for a charitable purpose supporting community youth.
- f. The Board grants the School Administrators the right to negotiate contract terms and agreements as necessary within the confines of our Facilities Use Agreement with Chico Unified School District.
- g. If the use of the school facilities and grounds results in the destruction of school property, the entity using the school facilities or grounds may be charged for an amount necessary to repay the damages, and further use of the facilities or grounds by that entity may be denied.
- h. Direct costs to the School for the use of school facilities or grounds, as used in this policy, means those costs for supplies, utilities, janitorial services, services of school employees, and salaries paid to school employees directly associated with the administration of this section to operate and maintain school facilities or grounds which is proportional to the entity's use of the school facilities or grounds.
- i. Fair rental value, as used in this policy, means the direct costs to the School plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

#### **4. Acceptable Uses of School Facilities and Grounds**

- a. Subject to Governing Board policies and School regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for any of the following purposes:
  - i. Public, literary, scientific, recreational, educational, or public agency meetings;
  - ii. The discussion of matters of general or public interest;
  - iii. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization;
  - iv. Child care programs to provide supervision and activities for children of preschool and elementary school age;
  - v. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies;
  - vi. 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;
  - vii. A community youth center;

- viii. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare;
- ix. A ceremony, patriotic celebration, or related educational assembly conducted by a veteran's organization. A veteran's 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 organizations of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories; and
- x. Other purposes deemed appropriate by the Governing Board of Forest Ranch Charter School.

## **5. Prohibited Uses of School Facilities and Grounds**

- a. Any use, by any individual, society, group, or organization, which is inconsistent with the use of the school facility for school purposes or which interferes with the regular conduct of school or school work.
- b. Any use, by any individual, society, group, or organization, which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco.
- c. Any use, by any individual, society, group, or organization, 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 State or of the State of California by force, violence, or other unlawful means while using School property pursuant to this policy is guilty of a misdemeanor.
- d. To ensure that an individual, society, group, or organization applying for the use of School property does not intend to violate section 4.c, the following Statement of Information shall be completed and delivered to the School administration by the applicant.
- e. Statement of Information
  - i. The undersigned states that, to the best of his or 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 overthrow of the government of the United States by force, violence, or other unlawful means;
  - ii. That \_\_\_\_\_, the organization on whose behalf he or she is making application for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney

General of the United States. This statement is made under the penalties of perjury.

iii. \_\_\_\_\_ (signature)

- f. The Executive Director or designee may require additional information as is deemed necessary to ensure that the use of school property for which application is made is appropriate and lawful.

## **6. Application Process**

- a. Any outside organization wishing to use the school facilities and grounds for any purpose other than a school-related purpose shall complete and submit an “Application and Agreement for Use of School Facilities” at least 14 days prior to the proposed activity.
- b. 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 and, unless he or she is an officer of the group, must present written authorization from the applicant group to make the application.
- c. Statements of Information and written authorizations will be considered as continuing in effect for a one year period from the date of the Statement of Information or written authorization.

## **7. Damage and Liability**

- a. Groups, organizations, or persons using the school facilities or grounds 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 school facilities or grounds.
- b. Groups, organizations, or persons using the school facilities or grounds shall be liable for any injuries resulting from negligence during the use of school facilities or grounds. The applicant shall bear the cost of insuring against this risk and defending itself against claims arising from this risk.
- c. Applicants, prior to using school facilities or grounds, shall provide to the School with evidence of liability insurance against claims arising out of the group’s own negligence, with Forest Ranch Charter School named as an additional insured in an amount not less than \$1,000,000.
- d. The Executive Director or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the type facility being requested.

## **8. Adoption**

- a. This board policy was recently reviewed by the Forest Ranch Charter School Governing Board on March 27, 2018.
- b. The next annual review will occur on or before March 27, 2019.