

**Yuba River Charter School
Nevada City, California
POLICY MANUAL**

FACILITY USE AGREEMENT

(Approved by the Board of Directors 10-5-11)

Purpose

This policy sets forth guidelines and directions related to the use of school facilities and outlines the process and responsibility of Yuba River Charter School "School" and the organization or person using the facility "User".

Use of School Facilities

A. General Regulations for Use

1. Use of the Auditorium is limited to school and school related events and non-profit organizations.
2. Use of other spaces (other than Auditorium) is limited to school events, school related events and by staff or other persons as approved by the school director.
3. Any use under this policy must be approved on a "Use of Facilities" form properly signed by the school Director.
4. School property must be protected from damage. Any damage beyond normal wear caused by a use under this policy shall be repaired at the cost of the User of the facility.
5. All juvenile organizations or groups (under age 18) seeking use of facilities must have adult (1 to 12 adult to student ratio) sponsorship/supervision present at all times during such usage.
6. Any use under this policy shall not be discriminatory with regard to race, religion, national origin, sex, or disability.
7. No use shall be granted in such a manner as to constitute a monopoly for the benefit of any person or organization.
8. No privilege of using the buildings or grounds shall be granted for a period exceeding one year by the School or beyond the current lease term. The privilege is renewable and revocable at the discretion of the Board of Directors "Board" at any time.

9. The Director reserves the right to approve or disapprove the use of facilities. In the event approval is denied, the applicant may appeal to the Board of Directors.
10. Preference for use of facilities will be given to those sponsoring individuals or organizations which are educational in purpose and support the vision and mission of the Yuba River Charter School.
11. Youth related groups will be granted preferential treatment.

B. General Restrictions and Prohibited Activities

1. No activity will be permitted which is in violation of local, state or federal statutes.
2. The auditorium is for non-gym related events. No activity that is gym-related (basketball, volleyball, soccer) is allowed in the auditorium.
3. Only currently enrolled YRCS students may participate in classes offered by YRCS or YRCS staff including before, during and after-school programs.
4. Possession or consumption of alcoholic beverages is prohibited at all times on school property.
5. There will be NO SMOKING ON SCHOOL GROUNDS at any time. There will be no smoking in any classroom, library, gymnasium, auditorium, dressing room, backstage, or any other areas. Failure to observe the smoking policy is sufficient cause to revoke the permission to use school facilities.
6. Advertising on school grounds or in school buildings, is prohibited, except by groups whose activities are directly related to the school's educational program.
7. If the custodian or any other school employee is aware of infractions or misuse of the facility or facilities use agreement they are to file a written incident report forwarded to the Director of the school. Groups using facilities are to be advised of any such complaints or infraction in writing by the Director.
8. Use for any activity that may violate the normally accepted standards of good morals, manners or taste shall not be granted.
9. Fund raising campaigns shall not be permitted except for organized charity groups, i.e., American Heart Association, American Cancer

Society, the School Educational Foundation or Parent Council Clubs or events.

10. In the case of entertainments or meetings where admission fees are charged or contributions are solicited and the net receipts of the admission fees or contributions are not expended for the welfare of the pupils of the School or for charitable purposes, e.g., American Heart Association, American Cancer Society, etc., a charge shall be made for the use of the school property and grounds which charge shall be a sum not less than an amount sufficient to pay the cost of supplies, utilities, and salaries as specified in Facilities Use Confirmation or the fair rental value for the use of such school property and grounds.

C. Availability of School Facilities

1. School premises shall not be available on such occasions or during such hours as interfere with the regular functions of the school.
2. All use requires advance scheduling.
3. The school will limit the use of the auditorium by outside groups to ten (10) times a year. Appeals can be made to the Board of Directors.

D. Procedures for Reserving Facilities

1. All applicants from organizations or groups for use of school facilities shall be made on official forms "Application for Use of Facilities" provided by the Yuba River Charter School ACKNOWLEDGING the have read and agree to all terms and conditions outlined in the school's Facility Use Agreement.
2. Individual / Organization requester shall submit a completed application along with a \$25 application fee to the school at least ten (10) business days in advance of the time such use is desired. The application will be forwarded to the school Director for confirmation of availability of space and custodian assignment. (Free users are exempt from the \$25 application fee)
3. Users shall attach additionally insured certificates to the use of the facilities form.
4. Individual / Organization requester shall have an adult sponsor submit the use of facilities application form on behalf of non-adult groups using school facilities.
5. Once approved, the Users shall return a signed FACILITY USE CONFIRMATION form and attach a check for a \$350 refundable deposit

made payable to "Yuba River Charter School". The User is responsible to leave premises clean and undamaged. Any cleaning required or cost to repair damages, will be deducted from the deposit. The cost of repairs is not limited to the amount of the deposit. The User will be required to pay for any additional costs to clean or repair damage to the facility.

6. The Director shall return a copy of the Application For Use of Facilities form and Facilities Use Confirmation to the requestor showing whether the request has been accepted or denied and any other specific restrictions that are imposed for this use.

Insurance Requirements

1. Free-Use and Non-profit Groups: During the entire term of use of school facilities, User is required to maintain in effect at its own cost and expense, a policy or policies of comprehensive general liability insurance, including coverage of owned, non-owned, and hired automobiles, providing a minimum combined single limit coverage of \$1,000,000 for the defense of lawsuits and the payment of damages arising from bodily injury, sickness or disease, and death to any person; and property loss, damage and destruction, for each accident or occurrence. The insurance coverage shall provide that the insurance carrier or its representative shall process and respond to all claims from acts of User's employees and agents, and shall provide legal counsel for the defense of lawsuits. The Yuba River Charter School is to be named as additionally insured.
2. Paid-Use Groups: User shall cause Yuba River Charter School, its officers, employees, agents and governing board to be named as additional insured and certificate holder in the above insurance policies, and provide a certificate of insurance as evidence of the above insurance coverage for the entire period of requested use. The certificate of insurance shall be delivered to the School Office at least two weeks prior to the actual commencement of facility use. The certificate shall contain a provision that the School shall be given written notice 30 calendar days in advance of cancellation or any material change in the insurance policies of User.
3. User shall, at their own cost and expense, maintain Worker's Compensation Insurance coverage for their employees including volunteer employees under the State Worker's Compensation Insurance laws.

Priority of Users

"All school related activities shall be given priority in the use of facilities and grounds under the Civic Center Act. Thereafter, the use shall be on a first-come, first-served basis."

Fees for Use of School Facilities

Fees for the use of school facilities and grounds will be charged in accordance with the following classifications: Free Use, Direct Cost, Direct/Indirect-Costs Fee, Fair Rental Value and other School Use.

1. Free Use - The Board shall not charge fees for free use groups. These groups are identified on the attached Facility Use Fee Schedule. Fees are imposed to free Users for labor only if facilities are used at a time when no custodial personnel are scheduled. If the facility is not left in the same condition as at the start, an additional custodial fee will be charged. The User is responsible for any damage and abuse to facilities or equipment.
2. Direct Cost (Youth, Non-profit) - The Board will make available the use of school facilities and charge a fee not to exceed the direct cost of materials, employee expenses, and utilities. However, custodial time for any cleaning plus any damage and abuse to facilities or equipment will be billed to the user organization.

These groups are identified on the attached fee schedule.

The Director or designee may require direct cost group to certify to the School that an alternative location is not available, the school may grant the use of school facilities and shall charge direct costs for such use. The Director may also grant credit towards facility use fees based on services provided by direct cost groups that offset the School's direct expenses. The Director shall establish a value for services provided prior to granting credit.

Should any direct cost group request to use school facilities at a time when custodial services are not normally available; the school will charge a fee equal to the costs of these services. Unless circumstances warrant and prior approval of the Director is granted, the custodian is to be available to the group as may be needed and to remain on the school premises productively performing work on the grounds or on appropriate custodial/maintenance projects.

This policy supersedes all previous policies related to facility use.

This policy is referenced on the website.

YUBA RIVER CHARTER SCHOOL

505 Main Street

Nevada City, CA 95959

530-265-6060

Fax 530-265-6070

Application Information for Use of School Facilities

NOTE: This form and insurance requirements must be submitted 10 business days prior to requested date of use.

Please complete in the order listed:

1. Please read the attached Facility Use Agreement before filling out the application.
2. Fill in all information on the application and return it along with a \$25 application fee (non-refundable) to the Yuba River Charter School, 505 Main Street, N.C. Make check payable to Yuba River Charter School. (Free use groups exempt)
3. The school director will review your application and determine if the facility is available, if the event and user qualify for facility use and assign the appropriate fees.
4. If your application request is accepted, you will be contacted by the school. If the charges, site, date and time are acceptable proceed to the next step.
5. Obtain Proof of Insurance
 - a. Free use groups shall, at their own expense, provide the School with the proper insurance document.
 - b. Users paying a fee for use shall provide the School with the proper insurance which names the Yuba River Charter School, 505 Main Street, Nevada City, CA 95959, as the **certificate holder** and/or **additionally insured**.
 - c. The policy amount for all insurance policies is a minimum of one million dollars.
 - d. The policy must be received by the School Office no later than 10 business days prior to the event.
6. **Submit a check for a refundable deposit of \$350 made payable to Yuba River Charter School along with a signed Facilities Use Confirmation form (YRCS will provide this form).**

Your event or use is approved after the above documents are completed and you have a signed and returned a copy of the confirmation and submitted the refundable deposit. Ten days prior to the event you must pay all due fees.

7. Make Payment of All Due Fees
 - a. Payment of all fees must be received by the School Office no later than 10 business days prior to the event.
 - b. Once paid, there are NO refunds.
 - c. Return checks will be assessed a Return Check Processing Fee of \$25.00.
 - d. Make checks payable to Yuba River Charter School.

There will be no use on holidays, vacation periods, staff in-service days, or parent-teacher conference days. Weekends or after hours require school director approval.

If you have any questions contact the school at (530) 265-6060.

Fax number (530) 265-6070

Email krissa@yubariverschool.org

APPLICATION FOR USE OF FACILITIES at Yuba River Charter School

Requested by _____ Contact Person _____
 (Name of Organization)
 Your Daytime Phone _____ Cell Phone _____ Fax _____
 Email _____
 Room(s) _____ Library ___ Auditorium _____ Auditorium _____ Playfield _____
 Date(s) of Use _____
 Time: From _____ To _____ Number in attendance _____
 Type of Use: _____
 (Dinner, dance, meeting, class, recreation, etc)

Is food or beverage being served? Y N Are decorations being used? Y N
 Is admission charged? Y N Amount \$ _____ Is attendance restricted? Y N
 Have you read and do you understand the rules and regulations? Y N
 (If not, call 265-6060)
 Do you have any special needs such as chairs, tables, P.A. system, etc? Y N _____

STATEMENT OF APPLICANT: The undersigned applicant is an authorized official of the group submitting this application. The applicant has read the School's rules and regulations.
 It shall be distinctly understood, and agreed, that subject applicant and related organization making this application assume all risk for loss, damage, liability, injury, cost, or expense that may arise during or be caused in any way by such use of occupancy of the facility.
 The applicant further agrees that in consideration of being permitted to use said facilities, the applicant and/or organization will save and hold Yuba River Charter School and their agents and employees, free and harmless from any loss, claim, and liabilities or damages and/or injuries to persons and property that in any way may be caused by the applicant's use or occupancy of said facilities.
 We further agree as user/s I/we shall pay for any damage to the facilities that occur during or as a result of our use.

I hereby acknowledge that I have received and read the school's Facilities Use Agreement and agree to abide by all terms and conditions outlined in the agreement.

Signed: _____ Title _____ Date _____

Address, City, State, Zip _____ Phone () _____

**CHARGES & DEPOSIT must be paid & INSURANCE documents provided
 TWO WEEKS PRIOR TO USE**

For Official Use
 Date and time acceptable () Scheduled on Site Calendar ()
 By Principal or Designee: _____ Date: _____

Insurance Coverage Valid () Rents and fees Paid () Custodian Notified of Use ()
 Custodian Assigned: _____ Hours: From _____ To _____

Total Charges \$ _____ Date _____ By _____
 (School Director)

**Yuba River Charter School
Facility Use Fee Schedule**
Approved by Charter Council 10-5-11

Class 1 Free Use Group	Class 2 Non-Profit Organizations
YRCS YRCS Staff	Non-Profit Youth Groups

<u>Locations</u>	<u>Hourly</u>	<u>Hourly</u>
Auditorium Room	NC	\$ 20
Auditorium w/Kitchen	NC	\$ 30
Classroom	NC	\$ 20
Playfield (Kindergarten)	NC	\$ 15
Playground	NC	\$ 15
Custodian/Supervisor weekend rates	NC	\$ 20
**One Time Application fee	NC	\$ 25
Chair rental – one-time fee	NC	\$ 50

*Weekends or other than regular work hours (Actual time when custodian is needed with a 2 hour minimum)

CLASS 1 (Free Use) **No application fee required	Yuba River Charter School Events that support the curriculum and school (Student Body, Parent Council, Enrichment (students), YRCS staff
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CLASS 2 (Materials, Labor, Utilities) **Application fee required	Youth Organizations Non-Profit Organizations Other School Districts/NCSOS
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