



Office of Administrative Services

Child Development ♦ Facilities ♦ Fiscal Services ♦ Human Resources ♦ Nutrition & Wellness ♦ Technology

Memorandum

To: Requestor
Dr. Maria C. Rios, Assistant Superintendent of
Administrative Services

Date: 2023-2024 (forward)

From: Administrative Services

Pages: 5

Subject: Request for Use of Facilities

Dear Requestor:

Please complete the attached Use of Facilities application, agreement, and expectations packet and return a fully executed copy to the Administrative Assistant of Administrative Services via email:

dogarcia@rosemead.k12.ca.us via fax to (626) 312-2906, or deliver in person to 3907 Rosemead Blvd., Suite 200, Rosemead, CA 91770.

NOTE:

A complete application packet will include:

- (1) a signed and completed 4-page Application form & harmless agreement and covenant not to sue, and***
- (2) a Certificate of Liability Insurance naming the District as an additional insured with \$1,000,000.00 coverage for each incident.***

All application packets received that are incomplete or unsigned will be returned for completion. All Use of Facilities applications require Board Approval prior to use.

Please note that all complete Use of Facilities requests are taken to the Board of Trustees for approval at the next regularly scheduled Board meeting, provided the completed application is submitted before the deadline for the next agenda. All requests received after the deadline will be included in the following month's agenda. Once the Board of Trustees takes action, the Administrative Services office will communicate with the requestor and notify the maintenance & operations department to arrange access.

The District reserves the right to modify and/or revoke the use of an approved request in response to any current local pandemic. It will follow the recommendations of the Los Angeles County Department of Public Health and its local partners.

If you have any questions or concerns, please feel free to contact Ms. Dory Garcia, Administrative Assistant, at (626) 312-2900 x221 or via email at dogarcia@rosemead.k12.ca.us.

NOTE:

All Use of Facilities Applications requiring the distribution of event flyers must submit their marketing materials to cbracamonte@rosemead.k12.ca.us for review. All marketing materials must meet the Rosemead School District's specific requirements. The Use of Facilities and the Flyer approval process for events go hand in hand.



**ROSEMEAD SCHOOL DISTRICT
USE OF FACILITIES APPLICATION AND AGREEMENTS**

(NOTE: Application approvals are good for one school year and must be renewed annually for the following school year.)

APPLICATION DATE: _____

ORGANIZATION: _____ **CONTACT FULL NAME:** _____

CONTACT ADDRESS: _____

PHONE/CELL #: _____ **EMAIL:** _____

TYPE OF EVENT OR SPORT: _____

WHO WILL PARTICIPATE? ____# OF STUDENTS ____# OF ADULTS

ARE THESE PARTICIPANTS ROSEMEAD RESIDENTS? ____Yes ____No **APPROXIMATE PERCENTAGE:** ____%

CHECK ONE: ____ ONE MEETING/EVENT ONLY ____ SERIES OF MEETINGS/EVENTS

TYPE OF FACILITY REQUESTED: ____ Classroom ____ Playfield ____ Multi-Purpose Room ____ Other: _____

DATES REQUESTED PER SITE:

Site: _____ Start date _____ End date _____

Site: _____ Start date _____ End date _____

Site: _____ Start date _____ End date _____

DAYS/TIMES*:

Mondays ____ a.m./p.m. - ____ a.m./p.m.

Tuesdays ____ a.m./p.m. - ____ a.m./p.m.

Wednesdays ____ a.m./p.m. - ____ a.m./p.m.

Thursdays ____ a.m./p.m. - ____ a.m./p.m.

Fridays ____ a.m./p.m. - ____ a.m./p.m.

Saturdays ____ a.m./p.m. - ____ a.m./p.m.

Sundays ____ a.m./p.m. - ____ a.m./p.m.

SPECIAL EQUIPMENT OR ARRANGEMENTS:

**Events lasting longer than 3 hours will require custodial support at the rate of \$50.00/hour after the 3rd hour of use.*

Purpose of Meeting/Event: _____

Are participants charged a fee? ____Yes ____No (attach fee schedule) **Non-Profit #** _____ (attach certificate)

Is the event open to the public? ____Yes ____No

Is an admission fee, collection, donation, or solicitation to be made by the public? ____Yes ____No (attach fee schedule)

If yes, proceeds to be used for: _____



ROSEMEAD SCHOOL DISTRICT USE OF FACILITIES APPLICATION AND AGREEMENTS

STATEMENT OF INFORMATION

The undersigned states that, to the best of my knowledge, the district/school property for use of which the application is hereby made **will not** be used for the commission of any act intended to further any program or movement with the purpose of which is to accomplish the overthrow of the government of the United States of America or the State of California by force, violence or other unlawful means:

"That, I, _____, representative of the above-named organization on whose behalf I am applying for use of district/school property, does not, to the best of my knowledge, advocate the overthrow of the government of the United States of America or the State of California by force, violence, or other unlawful means, and that, to the best of my 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 of America. This statement is made under the penalties of perjury."

Complete Application Packet will include the following:

- (1) Application form & Harmless Agreement and Covenant Not to Sue
- (2) Expectations for Use of Facilities
- (3) Certificate of Liability Insurance naming the District as an additional insured with \$1,000,000.00 coverage for each incident.

I understand that the Rosemead School District has the right to terminate this agreement at any time with notification to the applicant. I acknowledge and understand that all school district and partner events will take priority.

Signature of Applicant: _____ Title: _____ Date: _____

Print Full Name: _____

DO NOT WRITE BELOW THIS LINE

(FOR SITE USE)

Site Approval / Denial

Approval by the site administrator simply confirms that the site/venue requested is available for use by an outside organization and that there are no conflicts with site/district events for the requested venue.

**Tentative approval by Site Administrator: _____
Signature Date Approval Denial

**Tentative approval by Site Administrator: _____
Signature Date Approval Denial

(FOR DISTRICT USE)

____ Extra custodial staff, # ____ hours will be required. ____ Extra cafeteria services, # ____ hours will be required.

Board of Trustees Approval / Denial

All fees (if applicable) are prepaid, payable to the Rosemead School District five (5) days before the effective date of use for the length of the permit. Permit approval is subject to the entire agreement and in accordance with applicable Laws, Rules, and Regulations, receipt of Certificate of Liability Insurance, and a fully executed application packet.

____ Approval ____ Denial

Board Meeting Date: _____

District Signature: _____ Title: _____ Date: _____



**ROSEMEAD SCHOOL DISTRICT
USE OF FACILITIES APPLICATION AND AGREEMENTS**

SAVE HARMLESS AGREEMENT AND COVENANT NOT TO SUE

I, _____, in consideration of being permitted to use facilities of the Rosemead School District, 3907 Rosemead Boulevard, Rosemead, CA, including single or a combination of district/school premises: Encinita Elementary School, Mildred B. Janson Elementary School, Savannah Elementary School, Emma W. Shuey Elementary School, Muscatel Middle School, or District Office Board Room, in connection with the organizational activities of said organization I represent: _____ for use between the dates of _____ through _____ and hours indicated on the application, do hereby covenant and agree that the Rosemead School District, their Board of Trustees, officers, employers, agents, and representatives shall not be liable for any claims, demands, losses, costs, including attorneys' fees and costs, expenses, damages, injuries, and liabilities of any kind to any person or property, caused by or arising from any use of the premises of the Rosemead School District, including school sites, or part thereof, or by any building, structure or improvement thereon, or by any equipment to be used therein, or by the District's premises being out of repair, or arising from any act or omission of the undersigned or its agents, and employees.

Notwithstanding anything to the contrary herein contained and irrespective of any insurance carried by the undersigned for the benefit of the above-enumerated entities, the undersigned agrees to protect, defend, indemnify, covenant not to sue, and hold the Rosemead School District and said premises harmless from any and all claims, demands, losses, costs, expenses, damages, or liabilities of whatsoever nature arising from the use of District facilities.

Print Below

Full Name: _____ **Title:** _____

Company: _____

Address: _____

Telephone: **Home:** (____) _____ **Cell:** (____) _____

Email: _____

Signature

Date



ROSEMEAD SCHOOL DISTRICT USE OF FACILITIES APPLICATION AND AGREEMENTS

EXPECTATIONS AGREEMENT FOR USE OF FACILITIES

The Rosemead School District prides itself in always maintaining great positive relationships with partners who regularly request the use of its facilities/school sites, as well as always maintaining clean, graffiti-free, and debris-free campus environments appropriate for student use during the delivery of public education. Requests to use facilities for extracurricular activities for children in the district's surrounding areas are considered.

Below are the Rosemead School District's Expectations for the use of facilities for all its schools.

Applicant must **initial each line item**. Initials indicate review and agreement with the information listed below:

↓ initial each item

1. Prohibition of Possession, Consumption (Use), or Sale of Alcohol, Drugs, Vaping, E-Cigarettes, or Tobacco Products

The Rosemead School District is a public school district, including all its school sites. The Rosemead School District prohibits drugs, alcohol, and tobacco use on district properties, including its District Office, warehouse, and all school sites.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 1,000 feet of any government agency property, except on a public sidewalk located within 25 feet of the property.

(Rosemead School District Board Policy and Administrative Regulation Nos. 3513.3 (Tobacco-Free Schools), and Nos. 5131.6 (Alcohol and Other Drugs); and in accordance with the following: California Health and Safety Code, Section 11032, 11357, 104420, 104495; Labor Code 6404.5; 20 USC 6083, 7101-7176).

2. Property: Condition and Care During Use

The Rosemead School District expects all partner organizations (and its participants) to respect the District's properties, including its facilities and overall campus, by taking care of them. Care for the facilities and property includes picking up trash after each event, not allowing participants to damage or vandalize the property or District belongings, including the use of any "articles" such as bats, poles, sticks, etc., to bang on the poles/posts located on the property. This creates permanent dents in the metal and chips the paint or the alteration (cut up, scrapes, scratches) of campus benches.

Organizations (including its participants) using school facilities will be held liable for any property damage caused during or by the activity deemed during facility use. The organization shall bear the cost of repairing the damage. If it deems necessary, the Board of Trustees may charge the amount necessary to repair the damage and reserves the right to cancel and deny the group further use of its facilities/properties at any time.

Any group using school facilities shall be liable for any injuries resulting during such use. The organizations shall bear the cost of insuring against this risk and defending themselves against claims arising from this risk. All organizations requesting facility use must provide a valid/current certificate of liability insurance naming the Rosemead School District as an added insured on their liability policies with \$1,000,000.00 coverage for each incident. (Rosemead School District Board Policy and Administrative Regulation Nos. 1330 (Use of School Facilities))

3. Supervision of All Participants (Children and Adults) During the Use

All organizations must supervise everyone who is a participant (children and adults) who enters the district/school property for the purpose of the event. The District requests that the organization monitor all participant(s) to ensure roaming around the property unsupervised is eliminated and all participants remain in designated areas.



ROSEMEAD SCHOOL DISTRICT USE OF FACILITIES APPLICATION AND AGREEMENTS

4. Presence of Animals on Campus During Use

As a general rule, pets are not allowed on district/school property. The District does understand the extent of the law for “service animals” and welcomes them; however, we request that the owner “pick up” after the animal.

5. Trash and Recyclables

The District expects that all participants be required to discard their trash in the appropriate “trash” containers on the property/site and discard only “recyclable” items in “recycle bins.”

6. Security of Facilities, Property, and Site After Each Use

The District expects each permitted organization to assign persons who will confirm that all participants have exited the property/site, lock all gates, and double-check that the property/site is clean before leaving.

7. Access Procedure/Entry Point

The District will designate one entry point for access by organizations. A combination code will be provided upon the approval of the permit. The District will no longer issue keys to organizations.

8. Presentation of Approved Permit, if Requested

The organization must present/furnish a copy of the approved Rosemead School District Permit, if requested, at any time when on-premises. If an active permit is not presented, all present must vacate the property and return keys to the Assistant Superintendent, Administrative Services.

9. Parking

The District expects all organizations to inform their participants that all parking is to occur only in the appropriately designated parking lots. At no time shall any of the organization's participants park on the premises, in non-designated parking areas, or drive onto campus/blacktop for any period of time. All loading and unloading of passengers and equipment must be done in the parking lot.

10. District Personnel Contact

The District expects all permitted organizations to immediately contact district personnel to report any of the following: lost keys, emergencies, and urgent matters related to the District/school property as follows:

Octavio Serrato cell: (626) 945-0759 / Anthony Flores cell: (626) 945-3227 / Maria C. Rios cell: (626) 677-7483

11. Use of Restroom Facilities and Custodial Support

For organizations with Permits/Events lasting longer than three (3) hours, the organization is required to pay for the use of restroom facilities after the third hour, at the rate of \$50 per hour.

12. Damage to Facilities/Fields

Any organization that causes damage to district facilities during its use will be held responsible for the cost of repairs or replacement. The organization will be required to cover all associated expenses to restore the facility to its original condition.

All organizations completing and submitting a signed “Rosemead School District – Application and Agreement for Use of School Facilities” agree to the above-listed expectations with no reserve. The organization also understands that the Rosemead School District reserves the right to immediately terminate and deny further use of its facilities, property, and school sites if any organization is found to not fully meet the above-outlined Expectations Agreement for Use of Facilities.



**ROSEMEAD SCHOOL DISTRICT
USE OF FACILITIES APPLICATION AND AGREEMENTS**

ACKNOWLEDGEMENT OF EXPECTATIONS AGREEMENT

I, _____, _____, representative of _____,
Full Name Title Organization Name

the undersigned, confirm that I have fully read, understand, and agree with the above-outlined Rosemead School District Expectations Agreement for Use of Facilities and confirm that this information will be shared with all participants as a condition of use.

I also understand that a permit may be revoked if expectations are not fully met.

Signature of Applicant

Date Signed

Print Full Name