



Office of Administrative Services

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

Memorandum

To: Requestor **Date** 2023-2024 (forward)
Dr. Maria C. Rios, Assistant Superintendent of
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.



USE OF FACILITIES APPLICATION AND AGREEMENT

APPLICATION DATE: _____

ORGANIZATION: _____ CONTACT FULL NAME: _____

CONTACT ADDRESS: _____ PHONE/CELL #: _____

TYPE OF EVENT: _____ NUMBER EXPECTED: _____

SCHOOL(S) REQUESTED: _____

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

Type of Facility Desired: ___ Classroom ___ Playfield ___ Multi-Purpose Room ___ Other: _____

Dates Requested per Site, if multiple sites are requested:

Site _____ start date _____ to end date _____ Site _____ start date _____ to end date _____
Site _____ start date _____ to end date _____ Site _____ start date _____ to end date _____

Days/Times:

Mon ___ - ___ a.m./p.m. Tues ___ - ___ a.m./p.m. Wed ___ - ___ a.m./p.m. Thurs ___ - ___ a.m./p.m.
Fri ___ - ___ a.m./p.m. Sat ___ - ___ a.m./p.m. Sun ___ - ___ a.m./p.m.

Special Equipment or Arrangements: _____

Purpose of Meeting/Event: _____

Is an admission charge, collection, donation, or solicitation to be made? ___ Yes (attach the fee schedule) ___ No

Proceeds to be used for: _____

Open to the Public? ___ Yes ___ No Free of Charge? ___ Yes ___ No Non-Profit # _____ (attach certificate)

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: (1) a signed 4-page Application form & Harmless Agreement and Covenant not to sue, (2) Expectations for Use of Facilities, and (3) a 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.

Signature of Applicant: _____ Title: _____ Date: _____

Print Full Name: _____ DO NOT WRITE BELOW THIS LINE

Site Approval / Denial (For School Use)

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

**Tentative approval by Site Administrator: _____

Signature Date

Board of Trustees Approval / Denial (For District Use)

All fees (if applicable) are payable to the Rosemead School District five (5) days before the date of use. 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: _____



USE OF FACILITIES APPLICATION AND AGREEMENT

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 _____ thru _____ and hours indicated on the application, do hereby covenant and agree that the Rosemead School District, their officers, employers, agents, members or representatives shall not be liable for any loss, damage, injury, liability 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 in any equipment to be used therein or because of the same premises out of repair or arising from any act or omission of the undersigned or its agents, employees, nor shall the above enumerated entitlement liable for any loss, damage or injury from any cause whatsoever to the property or person of the undersigned or any of its employees, agents or other person entering upon or using said premises or any part thereof, or to any property stored or placed thereon.

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, indemnify, covenant not to sue, and hold the above-enumerated entity and said premises harmless from any and all damages or liabilities of whatsoever nature arising from any state or condition of said premises or any part thereof.

Print Below

Full Name: _____ **Title:** _____

Company: _____

Address: _____

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

Email: _____

Signature

Date



USE OF FACILITIES APPLICATION AND AGREEMENT

EXPECTATIONS 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 Expectations for use of facilities for all its schools (Encinita Elementary School, Mildred B. Janson Elementary School, Muscatel Middle School, Savannah Elementary School, Emma W. Shuey Elementary School, and District Office).

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

1. Prohibition of Possession, Consumption (Use), or Sale of Alcohol, Drugs, 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, 7101-7184).

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 partner organizations must supervise everyone who is a participant (children and adults) who enter 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.

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.



USE OF FACILITIES APPLICATION AND AGREEMENT

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 “supervisors” (managers, coaches, board members, parents in charge, team mom, etc.) and to always confirm that all participants have exited the property/site, lock all gates, and double-check that the property/site is clean before leaving.

7. Key Issuance, Duplication, and Return

The District expects the primary contact for each permit to personally check out the property/site key(s) from the Assistant Superintendent of Administrative Services (or designee). ***Duplication of District keys is not permitted for any reason. If duplication of keys occurs, this may result in the termination of the granted use permit.*** If more than one set of keys is required by the organization, the request must be submitted to the Assistant Superintendent in writing. The permit primary contact will be held responsible for the collection of all sets of keys requested and the return of all keys to the District. The primary contact will be required to personally return all sets of keys to the Assistant Superintendent of Administrative Services (or designee) immediately the next day the use permit expires.

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 a District staff member.

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 the organization or participants park on the premises, in non-designated parking areas, or drive onto campus/blacktop, even if for only a couple of minutes. 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 Rios cell: (626) 677-7483

11. Use of Restroom Facilities

Organizations requesting the use of restroom facilities will be required to prepay fees associated with district maintenance and restroom supplies.

All organizations completing and submitting a signed “Rosemead School District – Application and Agreement for Use of School Facilities” agrees 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 for Use of Facilities.

ACKNOWLEDGEMENT OF EXPECTATIONS

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 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