

RANCHO SANTA FE SCHOOL DISTRICT

SERIES 1000

COMMUNITY RELATIONS

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RANCHO SANTA FE SCHOOL DISTRICT

Board Policy No. 1001: USE OF SCHOOL FACILITIES AND GROUNDS

A. Use Of School Facilities And Grounds

It is the policy of the District to grant the use of its school facilities and grounds as a civic center to District citizens, parent-teachers associations, Camp Fire girls, Boy Scout troops, farmers' organizations, school-community advisory councils, senior citizens-organizations, clubs, and associations formed for recreational, educational, political, economic, artistic, or moral activities where they may engage in supervised recreational activities, and where they may meet and discuss any subjects and questions which in their judgment pertain to the educational, political, economic, artistic, and moral interests of the community. Such uses shall be granted only by written agreement upon the terms and conditions set forth in this Board Policy and only for the following purposes.

B. Types Of Uses Permitted

1. Public, literary, scientific, recreational, educational, musical, cultural, or public agency meetings.
2. The discussion of matters of general or public interest, such as those pertaining to the educational, political, economic, artistic, and moral interests of the citizens of the community.
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization which has no suitable meeting place for the conduct of services. The Board will charge the church or religious organization a fee for its use of school facilities and grounds at least equal to the District's direct costs.
4. Child care or day care programs to provide supervision and activities for children of preschool and elementary school age.
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 for youths 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.
7. A community youth center.
8. Additionally, the District shall grant the use of school buildings, grounds and equipment to public agencies, including the American Red Cross, for mass care

and welfare shelters during disasters or other emergencies affecting the public health and welfare. The District policy is to cooperate with these agencies in furnishing and maintaining such services as may be deemed necessary by the Governing Board to meet the emergency needs of the community.

9. Other purposes deemed appropriate by the Governing Board to meet the needs of the community.

C. Types Of Activities Prohibited

1. Any use of school facilities and grounds by an individual, group, club 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 States or of the state by force, violence, or other unlawful means.
2. Any use of school facilities or grounds that is inconsistent with the use of a school's facilities or grounds for school purposes or which interferes with the regular conduct of schoolwork or the school program.
3. Commercial advertising.
4. Activities which involve the possession, consumption and/or sale of alcoholic beverages or any substance restricted by law.
5. Activities that violate or do not comply with the laws of the United States, the State of California, this Board Policy, related regulations, or any other policy or regulation of the District.

The District may require the furnishing of additional information as it deems necessary in order to make the determination that school buildings and grounds will not be used for a prohibited activity. The determination of whether the use of school buildings and grounds is for a prohibited activity is within the sole discretion of the Governing Board.

D. Commercial Use of District Facilities and Grounds

Private, commercial groups and organizations organized for profit that request the use of District facilities and grounds for the purpose of engaging in profit-making activities are not covered by this Policy or the Civic Center Act. Such groups or organizations may apply for the use of District facilities on a commercial, rental or lease basis upon mutually agreeable terms and conditions through the District Business Office.

- E. The Governing Board may also make its facilities and grounds available to other public agencies by agreement.

F. General Rules And Procedures For The Use Of School Facilities And Grounds

The Governing Board has the exclusive right to manage, direct and control the use of its school facilities and grounds. The use of District facilities and grounds are subject to and conditioned upon the rules contained in paragraph G below.

G. General Rules

1. Building facilities are available for use Monday through Friday. Grounds are available Monday through Sunday when buildings and grounds are not scheduled for maintenance or repair up to no later than 10:00 p.m.
2. Any group, club or organization which includes minors shall have a sufficient number of adults present to supervise its use of school facilities or grounds.
3. Any use of school facilities and grounds for civic center activities shall not be inconsistent with the use of the school facilities and grounds for school purposes and shall not interfere with the regular conduct of school work or school activities.
4. First priority for use will be given to District activities and programs directly related to the educational program and the activities of organizations sponsored by the District, to include student body organizations or auxiliary groups closely allied to the school program, such as Parent-Teacher Organization, which are designed to serve the youth of the District community. Second priority will be given to the activities of nonprofit groups, clubs and organizations organized to promote youth and school activities. Third priority will be given to activities the proceeds of which will benefit youth or charity and meetings which do not raise funds but are meetings in which members of the public may discuss subjects pertaining to the educational, political, economic, artistic and moral interests of the community. All other requested uses shall be on a first-come, first-served basis.
5. No school furniture, equipment or apparatus may be removed or displaced by any person, persons, or organizations without permission from the principal. School property may not be removed from the school premises at any time.
6. School property must be protected from any loss, damage or destruction. Each user is responsible for the condition in which school property is left. If school property is lost, damaged or destroyed, the user will be charged an amount necessary to replace or repair the property, and further use of school facilities may be denied.
7. There will be no smoking in any school or District building or on District grounds. Alcoholic beverages, illegal drugs, firearms and other weapons are not permitted on school premises.

8. No food, gum, seeds, beverages, drinks or pets are allowed on artificial turf areas with the exception of water. Metal cleats, driving of stakes, dragging of goals or marking of any artificial turf areas are not allowed.
9. If a School Facility User uses keys owned by the District, the keys must be returned promptly to the District. If the keys are not promptly returned to the District, the School Facility User will be required to pay all costs for re-keying the lock(s) affected.
10. Users must conduct their activities in an orderly manner, and leave facilities and grounds in a neat and sanitary condition with furniture and equipment in its proper place.
11. The District does not assume responsibility for claims for personal injury, bodily injury or property damages, liability cost or expense which does or may arise out of the negligent use of school facilities or grounds. Any group using District facilities or grounds shall be liable for any injuries resulting from the negligence of the group during the use of those facilities or grounds. Any group which intends to use District facilities or grounds for an activity which requires the District to charge its direct costs or the fair rental value of its facilities for such purpose shall be required to present evidence of insurance as required by this Policy.
12. Any violations of District rules and/or regulations, or State or Federal law regarding the use of District facilities and grounds, any loss, destruction or damage to District property, leaving property littered or unclean, failure to make prompt payment for charges, or the failure to pay for loss, destruction, damage, or the return of the property to a neat and clean condition, may result in cancellation of a scheduled use and/or refusal by the District to permit further use of its property by the user.

H. Application Procedures

Every applicant group, club or organization desiring to use District school facilities or grounds must comply with the following procedures:

1. Any individual applying for the use of school property on behalf of any group, club 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 and execute the required documents. All documents required before use may be granted may be obtained from and must be submitted to the District office.
2. Complete Attachment "A", "Request For Use Of School Facilities And/Or Grounds" no later than ten (10) days prior to the date that the group, club or organization has requested to use the District's facilities or grounds. The hours of

requested use specified in the application shall determine the period during which the school property may be used. Special permission must be obtained from the Superintendent before any extension of time will be permitted.

3. Pursuant to California Education Code section 38136-38137, complete and sign under penalty of perjury Attachment "B", "Statement of Information." The Governing Board, in its sole discretion, may consider any Statement of Information as continuing in effect for the period of one year from the date of the signature thereon. The Governing Board also may require additional information as it deems necessary to determine that the use of school property for which application is made does not violate Education Code section 38135.
4. Complete and sign Attachment "C", "Hold Harmless Agreement." Each applicant, except those that are fee exempt, shall provide no later than five (5) school days prior to the use of District facilities and/or grounds a certificate of insurance and policy endorsement in accordance with Attachment "D", "Liability Insurance Required for Use of School Facilities and Grounds for Nonschool Purposes." Failure to timely submit these documents will result in denial of the requested use of school facilities and grounds.
5. Each applicant shall submit the payment of fees for the use of the school facilities and grounds in accordance with Attachments "E" & "E-1," "Charges For Use Of Facilities And Grounds" and "Fee Schedule," and/or Attachment "F," "Special Fee Schedule For New Performing Arts Center," attached thereto. The appropriate fee shall be submitted no later than five (5) working days prior to the date of use of the school facilities and grounds. If advance payment of the appropriate fee is not submitted in a timely fashion, use of school facilities and grounds will not be granted.

Legal Reference: Education Code sections 38082, 38130-38139
Business and Professions Code section 25608

Date Policy Adopted By The Board: January 21, 1998

Date Policy Revised By The Board: December 9, 2004, March 1, 2012, January 7, 2016

**RANCHO SANTA FE SCHOOL DISTRICT
ATTACHMENT A
REQUEST FOR USE OF SCHOOL FACILITIES AND/OR GROUNDS**

Rancho Santa Fe School District
Facility Use Request
of School Facility and/or Grounds

| | | | | | |
|--|---------------------------|--|--|---------------------------|--|
| Organization | | Telephone | | Today's Date | |
| Address | | | | Facility Requested | |
| Room Request: | Equipment Request: | Date(s) | Day of Week | Time: From/To | |
| Band Room | Chairs/Number | | | | |
| Classroom/Number | Projector/Screen | | | | |
| Conference Room | Other | | | | |
| Courtyard | PA System/Mic | | | | |
| Field | Piano | | | | |
| Gym | Podium | | | | |
| Library | Restrooms | | | | |
| Lunch Area | Spotlight | | | | |
| PAC | Table (6'x3')/number | | | | |
| Other | Table (round)/number | | | | |
| THE ABOVE NAMED ORGANIZATION IS RESPONSIBLE FOR SET UP AND CLEAN UP | | | | | |
| DESCRIPTION OF PROPOSED ACTIVITY | | | LIABILITY INSURANCE CARRIER | | |
| | | | PLEASE ATTACH INSURANCE CERTIFICATE | | |
| Expected Attendance: _____ | | | Will admission be charged or donations accepted? _____ | | |
| The meeting will ()/will not () be open to the general public. | | | Purpose of proceeds? _____ | | |
| <p>I hereby certify that I am an authorized officer of the group requesting the use of school facility and/or grounds. I hereby certify that the undersigned and the group shall be responsible for any damages sustained on the school premises, or to furniture or equipment because of the occupancy of said premises by this group. I agree to sign and submit the attached "Hold Harmless Agreement" with this request. I, on behalf of the organization, have read and agree to abide by and to enforce the rules set forth in Board Policy No.1001.</p> <p>Insurance: Organization stated above shall furnish liability insurance at all times during the term of this agreement, at its own cost and expense procure and continue and maintain in full force comprehensive general liability insurance in a minimum amount of \$1,000,000.00. Said insurance shall indemnify both named organization and the Rancho Santa Fe School District and its officers, agents, and employees. A certificate of insurance shall be provided to the School District prior to application approval. It is further agreed that User's insurance shall be considered primary insurance for the payment and Indemnification of any costs and/or damages. School District's comprehensive general liability insurance shall be considered "excess" coverage which shall become obligated only upon the exhaustion of primary coverage.</p> <p>Property Condition: The School District makes no warranties or representations as to the fitness of the facilities or equipment to be used in connection with the event above named. The School District does not warrant or represent that the facilities and/or equipment are reasonably safe for the use intended above or that there is adequate security for the use of the facilities and/or equipment.</p> <p>Storm Water Protection: Organization stated above shall comply with the lawful requirements of the District, the State of California, and all applicable municipalities and local agencies regarding trash and discharges to separate storm drain systems or watercourses under the jurisdiction, including applicable requirements in municipal storm water management programs.</p> <p>Severability: The unenforceability, invalidity, or illegality of any provision of this agreement shall not render the other provisions unenforceable, invalid or illegal.</p> | | | | | |
| Name and Title of Applicant (Print) | | Authorized Officer's Signature | | Telephone | |
| | | | | | |
| Home Address | | | | Zip Code | |
| | | | | | |
| Any changes in application must be made in writing a minimum of one week prior to requested usage. | | | | | |
| FOR DISTRICT USE ONLY | | | | | |
| FACILITY AVAILABLE: YES / NO | | APPROVAL: | | DATE: | |
| | | | | | |
| Direct Cost Fees Charged: | | Fair Rental Value Fees Charged: | | Fee Exempt: | |
| | | | | | |
| SPECIAL INSTRUCTIONS: | | | | | |
| CUSTODIAN MAY REQUEST TO SEE COPY OF PERMIT. PLEASE HAVE YOUR COPY AVAILABLE. | | | | | |

RANCHO SANTA FE SCHOOL DISTRICT
ATTACHMENT B
STATEMENT OF INFORMATION

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 program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means.

That the _____ (name of group) organization on whose behalf the undersigned is making application for use of school property, does not, to the best of the undersigned's knowledge, advocate the overthrow of the government of the United States or 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 this ___ day of _____,
20___ in the County of _____.

Dated: _____

Signed: _____

RANCHO SANTA FE SCHOOL DISTRICT
ATTACHMENT C
HOLD HARMLESS AGREEMENT

In consideration for the use of school district facilities and/or grounds, the undersigned authorized officer, on behalf of the applicant group, club or organization, its members and participants in its activities on District property hereby agrees to indemnify and hold harmless the District, its officers, agents and employees from any and all liabilities, claims, obligations, judgments, suits, costs, damages, expenses, attorneys' fees, incurred or paid, arising out of, or on account of, any property loss, damage or destruction, personal injury or death, or any other damages of whatever kind or nature, arising out of or related to its use of school district facilities and grounds to the full extent provided by law.

The terms of this HOLD HARMLESS AGREEMENT shall be binding upon the heirs, executors, administrators, successors and family members of the group, club or organization, its members and participants in its activities on District property.

The unenforceability, invalidity, or illegality of any provision of this agreement shall not render any other provision unenforceable, invalid or illegal.

I HEREBY CERTIFY THAT I HAVE READ THIS DOCUMENT FULLY, UNDERSTAND EACH AND EVERY TERM AND PROVISION, AND THAT I EXECUTE THIS DOCUMENT VOLUNTARILY.

I further certify that I have been provided full opportunity to consult with an attorney or any other individual at my own expense as to the meaning and legal affect of this document.

Applicant: _____, also certifies that I am the duly qualified and authorized officer of:

_____ (name of group)

Dated: _____

Applicant Signature: _____

RANCHO SANTA FE SCHOOL DISTRICT
ATTACHMENT D
LIABILITY INSURANCE REQUIRED FOR USE OF SCHOOL FACILITIES
AND GROUNDS FOR NONSCHOOL PURPOSES

The School District does not assume responsibility for claims for personal injury, bodily injury, or property damage arising from the granting of the use of its school facilities and grounds. Accordingly, the District requires that all applicants, except those that are fee exempt, sign and comply with the following provisions.

A. PERSONAL INJURY, BODILY INJURY, AND PROPERTY DAMAGE INSURANCE

Prior to the approval of the Request for Use of School Facilities and/or Grounds, the applicant shall submit to the Superintendent or designee, a certificate of insurance along with the insurance company's policy endorsement of comprehensive general liability in the amount of \$1,000,000.00.

1. Such document shall name the School District as an additional insured and shall be signed by an authorized officer of the insurance company.
2. The insurance carrier's policy coverage shall also contain provisions which include:
 - a. Primary coverage before the District's policy.
 - b. Any aggregate limits shall apply separately to each insured.
 - c. Carrier agrees not to call on the District for any contribution in the settlement of a claim.
 - d. No other contribution by the District is required.

B. The following shall apply when the loss, damage, or destruction of school property is not covered under the provisions of the certificate of insurance and the policy endorsement:

1. Applicant, individually and/or jointly with the group, agrees to be responsible for all liabilities arising out of the activity and agrees that the applicant's liability for injuries and property loss, damage, or destruction shall be primary to any applicable coverage owned or held by the District, its successors, assigns or nominees
2. Applicant shall be provided with an invoice for an amount necessary to repay the loss damage, or destruction.
3. Applicant's failure to pay said damages shall constitute sufficient cause for the District to take whatever legal action the District considers appropriate against the applicant.
4. Such action may include, but is not limited to, immediate cancellation of the application, disapproval of future applications to use school facilities and grounds, and legal action to recovery damages.

RANCHO SANTA FE SCHOOL DISTRICT
ATTACHMENT E
CHARGES FOR USE OF FACILITIES AND GROUNDS

Charges for the use of facilities and grounds shall be made in accordance with the following structure:

1. Fee Exempt.
 - a. Definition: No fee will be charged
 - b. A fees shall not be charged when an alternative location is not available to those applicants who qualify as nonprofit organizations and/or clubs organized to promote youth and school activities including, but not limited to:
 - (1) Girl Scouts, Boy Scouts, Camp Fire, Inc.
 - (2) Parent-teachers associations.
 - (3) School-community advisory counsels.
 - (4) This section shall not apply to any group which uses school facilities or grounds for fund raising activities which are not beneficial to youth or public school activities of the District, as determined by the Board.
 - (5) This section shall not apply to entertainment activities or meetings where admission fees are charged or contributions are solicited and the net receipts are not expended for the welfare of the pupils of the District or for charitable purposes.
2. Direct Costs.
 - a. Definition. The costs of supplies, utilities, janitorial services, services of any other District employees, and salaries paid school district employees necessitated by the organization's use of the school facilities and grounds. (See attached Fee Schedule)
 - b. Activities which will be charged direct costs shall include:
 - (1) The conduct of religious services.
 - (2) Activities which do not fall within the fee exempt or fair rental value classifications.
3. Fair-Rental Value.
 - a. Definition. The direct costs to the District, plus the amortized costs of the school facilities or grounds used for the duration of the activity. (See attached Fee Schedule)
 - b. Activities which will be charged fair rental value shall include
 - (1) Fund-raising entertainments/meetings and activities where admission fees are charged or contributions are solicited, and the net receipts are not

expended for the welfare of the pupils of the District or for charitable purposes.

4. The Governing Board reserves the right to refuse to permit the use of its equipment or the services of its employees for reasons based upon the needs of the District

RANCHO SANTA FE SCHOOL DISTRICT
ATTACHMENT E-1
FEE SCHEDULE

Effective January 7, 2016

| | Direct Costs | Fair Rental Value #1* | Fair Rental Value #2* | Fair Rental Value #3* |
|--------------------------------|---------------------|------------------------------|------------------------------|------------------------------|
| Athletic Field | \$25.00/hr | \$125.00/hr | \$50.00/hr | \$100.00/hr |
| Auditorium or Gymnasium | \$25.00/hr | \$125.00/hr | \$50.00/hr | \$100.00/hr |
| Classroom | \$25.00/hr | \$125.00/hr | \$35.00/hr | \$75.00/hr |

SEASONAL FEES:

For Athletic Field, Auditorium or Gymnasium, or Classroom:

\$4,000 - Fair Rental Value under # 1 and # 3

\$1,000 - Fair Rental Value under # 2

DEFINITIONS

1. Direct Costs: The hourly rate to use the above facilities for groups paying only the District's costs.
2. Fair Rental Value # 1: The amount paid by groups or organizations conducting fund-raising activities where admission fees are charged or contributions solicited, and the net receipts are not expended for the welfare of the pupils of the District or charitable purposes.
3. Fair Rental Value # 2: This fair rental value is to be paid by non-school related teams or sports organizations or clubs composed of school-aged children who try out to belong to the team or sports club and who pay a fee to belong to the team or sports club. The membership must be composed **exclusively** of students residing in the District and:
 - a. Every student who pays the fee must play; and
 - b. The facilities are used only for practices; and
 - c. No tournaments or weekend activities are permitted in the gymnasium.
4. Fair Rental Value # 3: This fair rental value is to be paid by non-school related teams or sports organizations or clubs composed of school-aged children who try out to belong to the team or sports club and who pay a fee to be a member which is not donated to the District. This would include club sports such as soccer and lacrosse. While membership must be open to District students, the final selection may or may not include any District students.

The above portion of fair rental value is to be paid by

- a. The facilities are used only for practices; and
- b. No tournaments or weekend activities are permitted in the gymnasium.

* The reduction in fair rental values set forth above was determined by taking into account the degree of benefit or potential benefit to District students.

| Schedule of Deposit Charges | Non-Profit | For Profit |
|---|-------------------|-------------------|
| Stage sets and other materials left after arranged date (per day) | \$ 30.00 | \$ 50.00 |
| Sound mixer reset | \$ 15.00 | \$ 25.00 |
| Ion lighting system left running overnight or more | \$ 25.00 | \$ 25.00 |
| LCD projector left running overnight or more | \$ 75.00 | \$ 75.00 |
| Minor carpet stains | \$ 15.00 | \$ 25.00 |
| Minor muslin stains | \$ 20.00 | \$ 35.00 |
| Removal of attached posters and flyers from walls | \$ 20.00 | \$ 35.00 |
| Repair for staples or tacks used on drywall | \$ 600.00 | \$ 700.00 |

***(Note: Please use blue masking tape to attach to drywall.
Staples and other attachment methods are permitted only
on the tackable surface in the two foyers)***

| | | |
|--|-----------|-----------|
| Improperly stored microphones and other electronic equipment | \$ 100.00 | \$ 100.00 |
| Evidence of liquids in the control room | \$ 100.00 | \$ 100.00 |
| Damaged or missing cable (each) | \$ 35.00 | \$ 35.00 |
| Damaged or missing microphone element (each) | \$ 200.00 | \$ 200.00 |
| Damaged or missing body pack (each) | \$ 300.00 | \$ 300.00 |
| Damaged or missing wired microphone (each) | \$ 100.00 | \$ 100.00 |
| Damaged or missing stage lighting fixture (each) | \$ 300.00 | \$ 300.00 |
| Damaged or missing LED stage lighting fixture (each) | \$ 800.00 | \$ 800.00 |
| Damaged or missing Projector/DVD player/DVR remote (each) | \$ 100.00 | \$ 100.00 |

Other replacement and repair fees may be applicable according to the rental agreement.

RANCHO SANTA FE SCHOOL DISTRICT

Board Policy No. 1002: RELEASE OF PUPIL DIRECTORY INFORMATION

- A. Upon initial enrollment and at the beginning of the first semester of the regular school year the District shall notify the parent or guardian of each pupil of the categories of directory information which the school plans to release and of the categories of individuals and entities to whom the directory information may be released. The notice shall be included in the written notice of rights and responsibilities that is sent to the parent or guardian of each pupil at the time of registration for the first semester of the regular school year. The notice may be sent by regular mail or by any other method the District normally uses to communicate with parents and guardians in writing. The notice shall be signed by the parent or guardian and returned to the school.
- B. The District may release the following categories of directory information regarding any pupil or former pupil of the District:
- Name;
 - Address;
 - Listed Telephone Numbers;
 - Date and Place of Birth;
 - The Pupil's Participation in Officially Recognized Activities and Sports;
 - Weight and Height of Members of Athletic Teams;
 - Dates of Attendance;
 - Degrees and Awards Received; and
 - The Most Recent Public or Private School Attended by the Student.
- C. The categories of directory information identified in paragraph B above may be released to the following categories of individuals and organizations.
1. A nonprofit organization, club or association organized to promote youth and school activities, including but not limited to:
 - a. Girl Scouts, Boy Scouts, Camp Fire, Inc.;
 - b. Parent-Teacher Associations; and
 - c. School-Community Advisory Councils; and
 2. Representatives of the news media, including but not limited to newspapers, magazines, and radio and television stations.
- D. Notwithstanding paragraph C above, the District may, in its discretion, limit or deny the release of specific categories of directory information to any public or private nonprofit organization based upon a determination of the best interests of its pupil(s).

- E. The District shall not release the directory information identified in paragraph B to a private profit making entity other than representatives of the news media as specified in paragraph C.2 above.
- F. No directory information shall be released regarding a pupil when the pupil's parent or guardian has notified the District in writing within thirty (30) days of receiving notification by the District at the times specified in paragraph A that no directory information may be disclosed, or upon notification by a pupil's parent or guardian in writing at times other than those specified in paragraph A that no directory information may be disclosed.

Legal Reference: Education Code sections 48981, 49061, 49064, 49073
Code of Federal Regulations, Article 34, Part 99, sections 99.3, 99.31, 99.37
Family Educational Rights & Privacy Act 20 U.S.C. section 1232g(a)(5)(A) and (5)(B)

Date Policy Adopted By The Board: September 6, 1990
Date Policy Revised By The Board: December 9, 2004

RANCHO SANTA FE SCHOOL DISTRICT

Board Policy No. 1003: PROCEDURES FOR COMPLAINTS AGAINST EMPLOYEES

A. District Policy.

It is the policy of the District that parents or guardians of pupils enrolled in the District use the following procedures to present complaints concerning employees of the District
It is the policy of the District that the following procedures shall also be used to respond to and attempt to resolve complaints concerning employees.

B. District Procedure.

1. Complaint To The Employee.

Parents or guardians should first attempt to discuss and resolve a complaint against an employee with the employee. If there is a legitimate reason that the parent or guardian cannot discuss the complaint with the employee, or if the discussion does not result in a resolution satisfactory to the complainant, the procedures described below shall apply. The complainant may withdraw the complaint either orally or in writing at any time.

2. Complaint To The Immediate Supervisor.

Parents or guardians must attempt to discuss and resolve a complaint about an employee with the employee's immediate supervisor. The immediate supervisor normally should notify the employee of any oral complaint and shall notify the employee of any written complaint as soon as practicable. The immediate supervisor shall immediately inform the Superintendent of the complaint, provide the Superintendent with a copy of the complaint, investigate the complaint in a timely manner, and attempt to resolve the complaint if directed by the Superintendent.

3. Complaint To The Superintendent.

- a. A complaint to the Superintendent concerning an employee of the District shall be submitted in writing. The written complaint shall set forth in detail all of the facts upon which the complaint is based including but not limited to names, dates and other specific details and shall be signed and dated by the complainant. Oral complaints and anonymous complaints shall not be processed pursuant to these procedures. This does not mean that the District will not investigate an oral complaint if it has an independent interest in the resolution of the reported acts or omissions.

- b. It is strongly recommended that each written complaint be filed as soon as possible and no later than five (5) school days after the date of the incident that resulted in the complaint. Prompt complaints facilitate an appropriate and satisfactory resolution. Although immediate reporting of a complaint is strongly recommended, if necessary, a complaint may be filed later than five (5) days after the date of the incident that resulted in the complaint.
- c. Each written complaint shall be reviewed by the Superintendent. After reviewing the complaint, the Superintendent or designee shall take the following steps:
 - (1) Request that the parent/guardian meet with the Superintendent to discuss the complaint. The Superintendent may request that the pupil of the parent/guardian who filed the complaint be present during part or all of this meeting;
 - (2) Meet with the employee to notify the employee of the complaint and to discuss the complaint with the employee; and
 - (3) Meet with any other person the Superintendent deems appropriate to discuss the complaint.
- d. After reviewing the complaint, meeting with the employee and requesting to and/or meeting with the complainant, the Superintendent or designee may request that the complainant meet with the Superintendent or designee with or without the employee to attempt to resolve the complaint.
- e. After following the procedures set forth in paragraph c and if appropriate, the procedure in paragraph d above, the Superintendent or designee shall forward to the complainant and the employee a recommended resolution to the complaint. The Superintendent or designee shall complete and forward the recommended resolution to the complainant and employee within fifteen (15) school days after the date the complainant filed the written complaint. The Superintendent may extend the fifteen (15) school day period if appropriate or necessary.

4. Complaint To The Board of Trustees.

- a. If the complainant is not satisfied with the response of the Superintendent or designee, the complainant may file the complaint with the Board. A complaint filed with the Board shall be filed no later than ten (10) school days after the date the Superintendent or designee has signed the recommended resolution.

The complainant shall submit to the Board a copy of the written complaint that was submitted to the Superintendent or designee and a copy of the recommended resolution. The complaint to the Board shall be filed with the Superintendent who shall forward the complaint to the Board.

- b. The Board retains sole discretion to decide whether or not to hold a meeting regarding the complaint. If the Board decides to hold a meeting regarding the complaint, such meeting shall be held within thirty (30) school days after the complaint is filed with the Board. The Board may extend the above period if appropriate or necessary.
- c. The Superintendent shall provide the complainant and the employee with notice of no less than five (5) school days of the time, date, and place of any meeting of the Board regarding the complaint. The Board shall request that the complainant and employee attend the meeting.
- d. The meeting shall be held in closed session unless the employee requests in writing at least three (3) school days prior to the date of the meeting that it be held in a public session. The complainant and the employee shall both have an opportunity to attend and to speak at the meeting. The complainant shall have the opportunity to speak first. The Board may question the complainant and the employee. The Board also may request other persons attend and speak during this meeting. The 24 hour notice requirement contained in Government Code section 54957 shall apply. Any action taken by the Board in closed session affecting the employee's employment status shall thereafter be publicly reported in writing or orally as set forth in Government Code section 54957.1. Such report shall note the title of the position and the vote or abstention of every Board member present.
- e. The Board shall prepare a written response to the complaint. The written response shall be forwarded to the complainant and the employee within thirty (30) school days after the conclusion of the meeting before the Board. The Board may extend the above period if appropriate or necessary. The decision of the Board shall be final and binding.

Legal reference: Government Code sections 54957, 54957.1(a)(5)

Date Policy Adopted By The Board: September 6, 1990

Date Policy Revised By The Board: December 9, 2004, March 1, 2012

RANCHO SANTA FE SCHOOL DISTRICT

**Board Policy No. 1004: PROCEDURES FOR COMPLAINTS CONCERNING
INSTRUCTIONAL MATERIALS, FACILITIES
CONDITIONS THAT POSE A THREAT TO HEALTH OR
SAFETY, AND TEACHER VACANCY OR
MISASSIGNMENT**

A. Unresolved Complaints Claiming The Following Shall Be Submitted Utilizing The District's Uniform Complaint Procedures In District Board Policy 6006 Except As Provided For In This Policy.

1. A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state or District adopted textbooks or other required instructional material to use in class.
2. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
3. A pupil does not have access to instructional materials to use at home or after school.
4. A semester begins and a teacher vacancy exists.
5. A teacher who lacks credentials or training to teach English learners is assigned to teach a class including more than 20% English learner pupils.
6. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.
7. A complaint related to the condition of facilities that pose an emergency or urgent threat to the health or safety of pupils or staff (excluding cosmetic or nonessential repairs) including, but not limited to, those defined below:
 - a. Gas leaks
 - b. Nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems.
 - c. Electrical power failure.
 - d. Major sewer line stoppage
 - e. Major pest or vermin infestation.
 - f. Broken windows or exterior doors or gates that will not lock and that pose a security risk.
 - g. Abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff.
 - h. Structural damage creating a hazardous or uninhabitable condition.

B. Submission of Complaints Identified in Paragraph A

1. Complaints identified in paragraph A above shall be submitted to and processed by the Principal on a form provided by the District through the District's uniform complaint procedures and may be filed anonymously. The Principal shall immediately notify the Superintendent upon receiving a complaint. The District

encourages complainants to orally notify the Superintendent of any such complaint, particularly those situations which may pose a threat of injury to staff or pupils.

2. Valid complaints shall be remedied within a reasonable period of time not to exceed thirty (30) working days from the date the written complaint was received. The Principal shall report to the complainant the disposition of the complaint within forty-five (45) working days of the receipt of the complaint if the complainant has indicated on the form that a response is requested.
3. If the complainant is not satisfied with the proposed resolution of the complaint, the complainant has the right to describe the complaint to the Governing Board of the District at a regularly scheduled hearing of the Board.
4. With respect to those complaints which involve emergency safety conditions, if the complainant is not satisfied with the proposed resolution, the complainant also has the right to file an appeal to the Superintendent of Public Instruction, who shall provide a written report to the State Board of Education describing the basis for the complaint and, as appropriate, a proposed remedy for the issue described in the complaint.

C. Reports

The Superintendent shall report summarized data on the nature and resolution of all complaints, if any, on a quarterly basis to the County Superintendent of Schools and the District Governing Board. The summaries shall also be publicly reported on a quarterly basis at a regularly scheduled meeting of the Board. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses are public records.

D. Notices and Complaint Forms

Notices shall be posted in each classroom consistent with the requirements of Education Code section 35186. The attached complaint form shall be made readily available.

E. Other Complaints Regarding Instructional Materials

It is the policy of the District that the following procedures shall be used to present complaints regarding instructional materials which are used by the District which are not described in paragraph A above.

F. District Procedure For Other Complaints Regarding Instructional Materials

1. Complaint To The Superintendent

- a. Complaints concerning instructional materials must be presented in writing to the Superintendent and are not required to be presented using a District form. Complaints regarding printed material must include the name of the author, title, publisher and the class in which the printed material is being used. The written complaint must specify whether the complainant objects to the entire content of the written material or to only a portion of the written material. If the objection only extends to a portion of the written material, the complainant shall identify the portion of the material that is objectionable. In the case of non-printed materials, written information specifying the precise nature of the material shall be provided. The written complaint also must specify the reason or basis for the complaint. The complaint must be signed and dated. Oral and anonymous complaints shall not be processed pursuant to these procedures.
- b. After receiving the complaint, the Superintendent or designee shall take the following steps:
 - (1) Notify the teacher(s) who use(s) the materials in class of the complaint;
 - (2) Review the complaint. The Superintendent's review of the complaint may, but need not, include:
 - (a) A request that the complainant meet with the Superintendent or designee;
 - (b) A meeting with the teacher(s) who use(s) the materials in class;
 - (c) A request that a committee of certificated personnel review the material and prepare an oral or written report to the Superintendent;
 - (3) Prepare a written response to the complaint. The written response shall be forwarded to the complainant, the teacher(s) who use(s) the materials in class, and the Board.

2. Complaint to the Board of Trustees

- a. If the complainant is not satisfied with the response of the Superintendent, the complainant may file the complaint with the Board. A complaint filed with the Board shall be filed no later than ten (10) school days after the date the Superintendent signed the response. The complainant shall submit to the Board a copy of the complaint that was submitted to the Superintendent and shall also attach a copy of the response of the Superintendent. The complaint to the Board shall be filed with the Superintendent who shall forward the complaint to the Board.
- b. The Board shall review the complaint at a public Board meeting as soon as practicable. The Superintendent shall notify the complainant and the teacher(s) who use(s) the materials in class with notice of the date, time and

place of the public Board meeting at which the complaint will be reviewed no less than five (5) calendar days prior to the Board meeting. The complainant, the teacher(s) who use(s) the material in class, the Superintendent and members of the public will have an opportunity to make comments at the Board meeting.

- c. After reviewing the complaint, the Board, in its sole discretion, shall determine whether the materials shall continue to be part of the school curriculum; whether the materials shall be excluded from the school curriculum; or whether any other adjustment concerning the instructional materials shall be made. Any decision to exclude instructional materials shall be reasonably related to legitimate pedagogical concerns.
- d. The Superintendent shall provide written notice of the Board's decision to the complainant and to the teacher(s) who use(s) the materials in class.

Legal reference: Education sections 33126, 35186, 17592.72, 60119
Board Policy 6006 (Uniform Complaint Procedures)

Date Policy Adopted By The Board: September 6, 1990
Date Policy Revised By The Board: December 9, 2004

RANCHO SANTA FE SCHOOL DISTRICT

Board Policy No. 1005: VOLUNTEER ASSISTANCE

- A. The Superintendent may authorize the use of unpaid volunteers except those persons required to register as a sex offender pursuant to Section 290 of the Penal Code for the following purposes:
 - 1. To serve as a non-teaching volunteer aide under the immediate supervision and direction of a certificated employee of the District to perform non-instructional work which serves to assist certificated personnel in performance of teaching and administrative responsibilities;
 - 2. To supervise the pupils of the District during the school lunch period;
 - 3. And for such other purposes as permitted by law.
 - 4. With respect to this non-instructional work, volunteers shall serve without compensation of any type or other benefits accorded to employees of the District, except as provided in Section 3364.5 of the Labor Code.

- B. It is the policy of the District that any unpaid volunteer be deemed an employee of the District for the purposes of the Workers' Compensation Statutes of the State of California for any injury sustained by him or her while engaged in the performance of any service under the direction and control of the Board of the District.

- C. It is the policy of the District that any unpaid volunteer be deemed an employee of the District for purposes of excess vehicle liability coverage under the current liability policy of the District for any injury sustained while engaged in the performance of any service under the direction and control of the Board of the District. This liability coverage is in excess of the personal vehicle policy of the volunteer.

Legal Reference: Education Code sections 35021, 35021.1, 35021.2, 44814, 44815, 45349
 Labor Code section 3364.5
 Penal Code section 290

Date Policy Adopted By The Board: September 6, 1990

Dates Policy Revised By The Board: October 20, 1993; December 9, 2004

RANCHO SANTA FE SCHOOL DISTRICT

**Board Policy No. 1006: LOCAL CLAIMS PROCEDURE PURSUANT TO
GOVERNMENT CODE SECTION 935**

- A. The California Tort Claims Act generally covers all claims for money or damages against the District with some specific exemptions. Government Code section 935 authorizes a local public entity such as the District to prescribe a procedure for claims against it for money or damages which are exempted by other provisions in the Tort Claims Act. This Board Policy contains the local claims procedure pursuant to Government Code Section 935 to cover all exempted claims for money or damages.

- B. Notwithstanding the exemptions set forth in Government Code Section 905, all claims for money or damages against the District, when a procedure for processing such claims is not otherwise provided by state or local laws, shall be presented within the time limitations and in the manner prescribed by Government Code Sections 900 through 915.2. This Board Policy requires that all categories of claims which are exempt from the filing requirement in Government Code Section 905 nonetheless must be filed pursuant to this local claims procedure, as authorized by Government Code Section 935.

- C. It is a requirement that any and all claims be presented and acted upon as a prerequisite to any lawsuit thereon. Any and all claims shall be subject to the provisions of Government Code Section 945.4 relating to the prohibition of lawsuits in the absence of claims and action thereon by the Governing Board.

- D. The local claims procedure in this Board Policy prescribed pursuant to Government Code Section 935 is effective November 12, 2002.

- E. All local claims must be filed on the District approved form attached hereto which is available in the District office.

- F. The Superintendent is hereby delegated the authority to return all insufficient claims.

Legal Reference: Government Code Sections 900-915.2, 935, 945.4

Date Policy Adopted By The Board: March 15, 1995

Date Policy Revised By The Board: December 9, 2004

RANCHO SANTA FE SCHOOL DISTRICT CLAIM FOR DAMAGES*

*(Please type or print - attach additional pages, if necessary, and identify the number on this form to which the additional information applies)

1. Name of claimant _____
2. Date of birth _____
3. Post Office address _____
4. Post Office address to which notices should be sent if different _____
5. Name of claimant's parent or guardian, _____ if applicable
6. On what month, date and year did the injury, damage or loss occur _____
7. At what location(s) did the injury, damage(s) or loss(es) occur _____
8. Describe the factual circumstances giving rise to each claim and the specific act(s) or omission(s) and individuals who caused each injury.

9. Identify the name(s), address(es), and telephone number(s) of person(s) who witnessed the occurrence of each damage, injury or loss or who has information regarding the damage, injury or loss, and what information each individual has regarding each injury claimed.

10. Describe what injury, damage or loss the claimant suffered as a result of each of the act(s) or omission(s) described in number 8 above

[Attach any medical bills, expense, or repair bills which you believe were caused by the injury, damage or loss]

11. Identify the District official(s), agent(s), employee(s) or independent contractor(s) who was/were responsible in whole or in part for each injury, damage or loss and why you believe these individuals were responsible _____

12. Set forth below the amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), indicate below only whether the claim would be a limited civil case*

* A limited civil case is one in which the demand, exclusive of interest or the value of property in controversy amounts to \$25,000.00 or less

13. Police/Sheriff Report Number, if applicable _____

14. Date claim personally delivered or deposited in the U.S. Mail _____

15. _____ Date: _____
Claimant's signature

If you are not the claimant, indicate your relationship to the claimant _____

Date claim received by District: _____ Recipient: _____

NOTE: PRESENTATION OF A FALSE CLAIM IS A CRIME (Cal. Penal Code § 73) and may subject the claimant to civil liability (Government Code § 12650 et. seq.)

RANCHO SANTA FE SCHOOL DISTRICT

Board Policy No. 1007: INVESTMENT AND DEPOSIT OF DISTRICT FUNDS

- A. The Governing Board and the Superintendent of the Rancho Santa Fe School District support prudent investment of all revenues received by the District. All District monies with the exception of Revolving Cash, Cafeteria and Association Student Body accounts, shall be deposited to the appropriate fund with the San Diego County Treasury as provided by law and invested as part of the San Diego County Treasury Investment Pool.

- B. Interest income earned by the District shall be deposited into the appropriate fund.

Legal Reference: Education Code section 41001, 41002.5, 41015
 Government Code section 27100.1, 53601-53609, 53635

Date Policy Adopted By The Board: September 18, 1996
Date Policy Reviewed By The Board: December 9, 2004

RANCHO SANTA FE SCHOOL DISTRICT

Board Policy No. 1008: PROHIBITION OF TOBACCO PRODUCTS

- A. All school and District grounds are "No Smoking Areas" and shall be posted as such.

- B. No person may use tobacco, or any product containing tobacco products, including but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, electronic cigarettes, electronic smoking devices, and snuff check packets (1) while on school or District grounds, (2) in vehicles operated by or on behalf of the District, or (3) at school or District sponsored events.

- C. Community members who smoke on District property or at District events shall be informed of the District's tobacco free policy and asked to refrain from smoking. If the person fails to comply with this request, the following actions may ensue:
 - 1. The Principal or designee may request the person to leave the school property or event.
 - 2. The Principal or designee may request local law enforcement assistance in removing the person from school premises or school events.
 - 3. Individuals who repeatedly violate the tobacco-free schools policy may be prohibited from entering District property for a specified period of time.

Legal Reference: Health and Safety Code section 104559
 Education Code section 48901
 Business and Professions Code section 22950.5

Date Policy Adopted By The Board: December 9, 2009
Date Policy Revised By The Board: June 22, 2018

RANCHO SANTA FE SCHOOL DISTRICT

Board Policy No. 1009: VISITORS

- A. Parents/guardians and interested members of the community are encouraged to visit the District's schools and view the educational program.
- B. If a conference with a teacher is the purpose of the visit, an appointment must first be made with the teacher for the conference which must be held on non-instructional time.
- C. All visitors must register immediately with the principal or site administrator upon entering any school building or school grounds. The principal or site administrator shall provide a visible means of identification to visitors with a legitimate reason for being on school property to wear at all times while on school premises.
- D. Except in unusual circumstances, only a parents/guardians will be permitted to observe instruction or student activities which involve their child.
 - 1. A parent or guardian who desires to observe instruction and/or other school activities that involve the parent or guardian's child shall submit a prior written request to the principal including the classroom or activity desired to be observed, name of child participating in the class or activity, and general reason for the request. This written request shall be submitted at least 24 hours in advance of the desired time of the classroom observation. The principal will make arrangements with the teacher. The time, date, and length of the observation will be at the discretion of the teacher. If the requested time is not appropriate under the circumstance, alternative arrangements will be made.
 - 2. The principal may place reasonable limitations on the frequency or number of classroom visits per parent/guardian or other observers at a time where a parent/guardian is not a classroom volunteer.
 - 3. No classroom observation will be permitted if it conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.
 - 4. Approved parents/guardians shall sign in immediately upon arriving on campus in the office, sign out at the office on leaving the office, and obtain and wear a visitor's permit/sticker at all times.
 - 5. Parents/guardians approved for a particular observation are not to go to other classrooms or areas other than the area of the approved observation.
 - 6. Children/siblings may not accompany parents/guardians to observe classrooms or other activities.

7. Parents/guardians observing in classrooms are not to converse with the teacher during class time. Arrange a time before or after school to do so.
8. Parents/guardians are not to communicate with their children or the other children during class time.
9. The teacher will provide a place for visitors to observe which will not disrupt classroom work. Observers should remain in the designated area.
10. Observers must enter and leave the classroom as quietly as possible.
11. Observers are not to read or review completed tests, scores, or other confidential information regarding students in the class.
12. Observers are not to use cellular phones, cameras, photographic equipment, tape recorders or other electronic listening or recording devices in the classroom or while observing other activities without the prior permission of the principal or designee and teacher. Education Code section 51512.
13. Observations will not be permitted during the first month of school, local/state testing, and during the last month of school.
14. Lunch with child.
15. Observers are not to bring to school any item which students are not permitted to possess at school such as drugs, weapons, gum, alcohol, etc.

E. Lunch with Child

1. A parent or guardian who desires to have lunch with his/her child shall submit a prior written request to the principal at least 24 hours in advance. If the requested day is not appropriate under the circumstance, alternative arrangements will be made.
2. Upon approval by the principal, a parent/guardian may join his/her child for the twenty (20) minute lunch period, only. A parent/guardian may not visit with his/her child for the recess period that immediately precedes or follows the lunch period and may not participate in any playground and/or recess activities

F. Disruption of school, office, or educational program

1. Any visitor who disrupts or threatens to disrupt school, office or the educational program or threatens the health and safety of students or staff, or willfully causes property damages or uses loud and/or offensive language which could provoke a violent reaction, or who has otherwise established a continued pattern of unauthorized entry on school district property, will be directed to leave school or District property promptly by the superintendent, principal or designee.

2. If a visitor uses obscenities or speaks in a demanding, loud, insulting and/or demeaning manner, the administrator or employee to whom the remarks are directed will calmly and politely admonish the speaker to communicate in a civil manner. If the conduct does not stop, the District employee will verbally notify the person that his participation in the meeting, conference, telephone conversation, or observation is terminated and, if on District premises, the person will be directed to leave District property promptly.
3. When a visitor is directed to leave District property under the above circumstances, the Superintendent, principal or designee shall inform the visitor that he/she will be guilty of a misdemeanor in accordance with Education Code section 44811 and Penal Code sections 415.5 and 626.7 if he/she reenters and District facility within thirty (30) days after being directed to leave or within seven (7) days if the visitor is a parent/guardian of a student attending that school.
4. If a visitor refuses to leave upon request or returns before the applicable period of time, or if it reasonably appears that students, employees or District property may be in immediate danger of physical violence, the visitor the Superintendent, principal or designee shall immediately notify law enforcement.
5. When violence is directed against an employee or student, or there is threatened damage or theft of District property, the employee shall promptly report the incident to the principal or supervisor and complete and file an Incident Report.

Legal Reference: Education Code sections 32210, 32211, 32212, 35292, 44014, 44810, 44811, 49091.10(b), 51512
Penal Code sections 243.5, 413.5, 626.8, 626.10-626.10-627-627.10, 627.2, 627.7

Date Policy Adopted By The Board: December 11, 2008

Date Policy Revised By The Board: March 1, 2012, October 16, 2018

RANCHO SANTA FE SCHOOL DISTRICT

**Board Policy No. 1010: PROTECTING PUPILS FROM POTENTIALLY
DANGEROUS RESIDENTS OR VISITORS**

- A. The Superintendent within her discretion shall provide or make available appropriate educational materials or educational information to parents and pupils designed to assist pupils to protect themselves from potentially dangerous residents or visitors to the community.

- B. The Superintendent or designee shall contact law enforcement agencies each school year to determine whether potentially dangerous individuals reside or may visit the community. The Superintendent or designee also shall check available web sites each school year to determine whether potentially dangerous individuals reside within the community. This shall include all convicted sex offenders who may pose any risk to pupils.

- C. The Superintendent or designee shall cooperate and coordinate with law enforcement agencies, including parole officers and probation officers, so that potentially dangerous individuals may be identified and the conditions of their parole or probation may be clarified so that any possible violations can be immediately reported.

- D. The Superintendent or designee may disseminate information on potentially dangerous individuals only in the manner approved by law and in consultation with law enforcement officials.

Legal Reference: Education Code sections 35160, 35160.1, 32211
 Penal Code sections 290, 290.4, 290.45

Date Policy Approved By The Board: June 3, 2010