

**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

The Governing Board recognizes that District facilities are a community resource whose primary purpose is to be used for school programs and activities. It is the policy of the District to grant the use of its school facilities and grounds for purposes specified in the Civic Center Act. Such uses shall be granted only by written agreement upon the terms and conditions set forth in this Board Policy.

#### 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. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization. For purposes of this Board Policy, "veterans' organizations" are those groups included within the definition of that term as specified in subdivision (a) of Section 1800 of the Military and Veterans Code.
9. 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.

10. 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 Governing Board reserves the right to refuse to permit the use of its school facilities, grounds, equipment or the services of its employees for reasons based upon the needs of the District. The use of District facilities and grounds are subject to and conditioned upon the rules contained in this Board Policy.

G. General Rules

1. Building facilities are available for use Monday through Friday. Building facilities may be available on weekend days depending upon scheduling and staff availability. School grounds are available Monday through Sunday up to no later than 10:00 p.m. Building facilities and grounds are not available anytime that they are scheduled for maintenance or repairs.
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 the Rancho Santa Fe Education Foundation, 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 user is provided a key or electronic access card owned by the District, the keys and/or or electronic access cards must be returned promptly to the District. If the keys and/or electronic access cards are not promptly returned to the District, the user will be required to pay all costs for re-keying and/or reprogramming 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 or the willful misconduct of any user. Any group using District facilities or grounds shall be liable for any injuries resulting from the negligence or willful misconduct 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. The District may exclude certain school facilities and grounds from use due to safety or security reasons.
13. The use of facilities shall not create a hardship on the District which necessitates unreasonable overtime for personnel or undue wear and tear on the facilities.
14. The District may require users to share school facilities or grounds. In such cases, the fees charged shall be prorated between users as determined by the District.
15. 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. All application documents shall be submitted to the District Business Office for processing.

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 shall provide no later than ten (10) 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. The District may, in its sole discretion, determine to waive the requirement of Attachment "C" and "D" for a Fee Exempt user.
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 Performing Arts Center," attached thereto. Fees will be estimated by the District at time of the reservation and may be adjusted for actual use periods. The appropriate fee shall be submitted upon approval of the reservation for the use of the school facilities and grounds. If advance payment of the appropriate fee is not submitted upon approval of the reservation, use of school facilities and grounds will not be granted.
6. In the event an applicant's request for the use of school facilities or grounds is denied by the District's Business Office, the applicant may appeal the denial by submitting a written appeal to the Superintendent within five (5) days of the date of denial. The Superintendent shall review the appeal and issue a written decision. The decision of the Superintendent shall be final and binding.

Legal Reference: Education Code sections 38082, 38130-38139  
California Code of Regulations, Title 5, sections 14037 – 14042.  
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, August

8, 2019

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

<b>Organization</b>		<b>Address</b>		<b>Today's Date</b>	
<b>Name of Applicant</b>			<b>Phone Number</b>		
<b>Onsite Point of Contact (if different than applicant)</b>			<b>Phone Number for Onsite Point of Contact</b>		
<b>Location Request</b>		<b>Equipment Request</b>		<b>Dates Requested</b>	<b>Arrival Time</b>
Band Room		Chairs (QTY)			
Classroom		Projector/Screen			
Conference Room		PA System/Microphone			
Courtyard		Piano			
Field		Podium			
Gym		Restrooms			
Library		Spotlight			
Lunch Area		Table (6'x3') (QTY)			
PAC		Table (Round) (QTY)			
Other		Other			
<b>Description of Proposed Activity</b>				<b>Special Instructions</b>	
Expected Attendance:				Will admissions be charged or donations accepted?	
The meeting will ( )/will not ( ) be open to the general public.				Purpose of the 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 any 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><b>Insurance:</b> 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 copy 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><b>Property Condition:</b> 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 reasonable safe for the use intended above or that there is adequate security for the use of the facilities and/or equipment.</p> <p><b>Storm Water Protection:</b> 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><b>Severability:</b> The unenforceability, invalidity, or illegality of any provision of this agreement shall not render the other provision of this unenforceable, invalid or illegal.</p> <p><b>Fees:</b> All fees and charges are established by the District and all checks should be made payable to the "Rancho Santa Fe School District" or "RSFSD." Checks should be mailed to Rancho Santa Fe School District, PO Box 809, Rancho Santa Fe, CA 92067 ATTN: Business Services.</p>					
<b>Name (Print):</b>			<b>Signature:</b>		

Please submit form to District Business Office. Any changes in application must be made in writing a minimum of one week prior to requested usage. The District may require users to share school facilities or grounds. In such cases, the fees charged shall be prorated between users.

For District Use Only			
Facility Available:	Approval (Signature):	Insurance Carrier:	Date:
Yes/No			
Direct Cost Fees:	Fair Rental Value:	Fee Exempt:	Employee Rate:

**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 effect 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 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 recover 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 except that the District may charge users for Custodial Labor and Facility Supervisor charges depending upon the date and/or time of the use of facilities or grounds.
  - b. Fee exempt applicants include users who qualify as nonprofit organizations and/or clubs organized to promote youth and school activities including, but not limited to:
    - (1) The Girl Scouts; the Boy Scouts; Camp Fire USA; or the YMCA.
    - (2) A Parent-teacher association.
    - (3) A school-community advisory council.
    - (4) A recreational youth sports league that charges participants no more than a nominal fee, which means an average of no more than sixty dollars (\$60) per month.
    - (5) The Rancho Santa Fe Education Foundation.
  - c. Fee exempt status 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.
  - d. Fee exempt status 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: Direct costs include all of the following:
    - (1) The share of the costs of supplies, utilities, janitorial services, services of District employees, and salaries paid to District employees necessitated by the user's use of school facilities or grounds; and
    - (2) The share of the costs for maintenance, repair, restoration, and refurbishment, proportional to the user's use of the school facilities or grounds.
  - b. Users who shall be charged direct costs include:
    - (1) A church or religious organization using the school grounds or facilities for the conduct of religious services.
    - (2) Non-profit organizations and/or clubs that do not qualify as fee exempt.
    - (3) Users seeking to use school facilities or grounds for 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.
- b. Users who shall be charged fair rental value include the following:
  - (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. Employee Rate.

- a. Definition: The rate charged to current District employees for use of school facilities or grounds exclusively for the purpose of activities which are beneficial to pupils of the District.
- b. The District retains sole discretion to determine whether an activity is beneficial to pupils of the District.
- c. Any employee who is approved to use facilities or grounds under this Board Policy shall provide a written acknowledgment form to the parents/guardians of all pupil and student participants advising that the activity is not being provided or sponsored by the Rancho Santa Fe School District. The District will provide employees with a form to use for this purpose, which may be obtained through the Business Office. Proof of compliance with this provision must be submitted to the Business Office prior to the first day of use of a District facility or ground.
- d. The Governing Board may, in its sole discretion, determine to discontinue the employee rate at any time and for any reason.

**RANCHO SANTA FE SCHOOL**  
**DISTRICT ATTACHMENT E-1**  
**FEE**  
**SCHEDULE**

**Effective August 9, 2019**

	<b>Fee Exempt</b>	<b>Direct Costs</b>	<b>Fair Rental Value</b>	<b>Employee Rate</b>
<b>Classroom</b>	EXEMPT	\$35 hr	\$70 hr	\$10 hr
<b>Computer/Specialty Classroom</b>	EXEMPT	\$50 hr	\$100 hr	\$15 hr
<b>Library</b>	EXEMPT	\$50 hr	\$100 hr	\$15 hr
<b>Gymnasium</b>	EXEMPT	\$120 hr / \$600 day	\$240 hr/\$1,200 day	\$40 hr / \$200 day
<b>Athletic Field (Turf)/Track</b>	EXEMPT	\$150 hr / \$750 day	\$300 hr / \$1,500 day	\$50 hr / \$250 day
<b>Performing Arts Center</b>	EXEMPT	See Fee Schedule Attachment F	See Fee Schedule Attachment F	See Fee Schedule Attachment F
<b>Parking Lot</b>	EXEMPT	\$ 75 half day / \$125 full day	\$150 half day / \$300 full day	\$ 25 half day / \$40 full day
<b><i>Custodial Labor</i></b>	<i>\$50 hr</i>	<i>\$50 hr</i>	<i>\$50 hr</i>	<i>\$50 hr</i>
<b><i>Facility Supervisor</i></b>	<i>\$35 hr</i>	<i>\$35 hr</i>	<i>\$35 hr</i>	<i>\$35 hr</i>
<b><i>Seasonal Fees</i></b>	<i>N/A</i>	<i>25% Discount</i>	<i>25% Discount</i>	<i>N/A</i>

**SEASONAL FEES:**

A seasonal fee may be applied for a facility rental equal to one trimester or longer, or a facility rental that occurs during the summer months. The discounted rate applies to the rental rate, only, and does not apply to Custodial Labor or Supervisor Labor. The District retains sole discretion as to whether a seasonal fee will be applied.



<b>Schedule of Deposit Charges</b>	<b>Direct Cost</b>	<b>Fair Rental Value</b>
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.

### **Employee Rate**

Any employee who is approved to use the Performing Arts Center under Board Policy 1001 shall be assessed all of the applicable above-charges at a rate of 50% of the Direct Cost rate.