

Los Angeles Unified School District

Beyond The Bell Branch

**Expanded Learning and Enrichment Programs** Connecting children and youth to their local school and community.

# APPLICANT NOTIFICATION

Dear Applicant:

Thank you for your inquiry regarding the use of a school facility. Attached you will find an application for Civic Center Permit usage and the requirements needed to fulfill your request. Please take time to review all the documents provided. Your request will be reviewed upon receipt of all required documentation and a non-refundable \$78.00 application fee. No applications will be processed unless all documentation and the application fee are received.

This office reviews and processes several thousand requests a year. In an effort to effectively administer the volume of requests, please be aware that normal processing time, including approval of insurance coverage is twenty (20) calendar days <u>after</u> the receipt of all required documentation.

- <u>Application Fee</u> The \$78.00 (cashier's check or money order payable to L.A.U.S.D.) **non-refundable** application fee must be included with your Civic Center Permit Application. The application fee covers insurance review, scheduling, and issuance of the Civic Center Permit.
- <u>Insurance</u> Proof of Insurance is required. Please review the insurance requirements included in this packet. Insurance, along with copy of application must be submitted to Risk Management.
- <u>Payment</u> The Civic Center Office only accepts Cashier's Check or Money Order payable to L.A.U.S.D.

Your application for a Civic Center Permit may be denied if all the required documentation is not included with your request. Please carefully review all requirements prior to submitting your permit request.

# **REFUND AND CANCELLATION POLICIES**

The \$78.00 application fee is non-refundable. Once the application and application fee are submitted, if the applicant requests a change to the dates, hours, and/or location/facilities for the permit, the District may require a new application resulting in an additional \$78.00 non-refundable application fee. Exception: If the District is unable to process the application as originally submitted, the \$78.00 application fee may be applied to a revised request.

Any service costs, fees or deposits may be refunded in the event of cancellation of the request, provided that such cancellation is received by the school facility and the Civic Center Permit Office in writing. If it can be shown that the cancellation was motivated by an emergency or beyond the control of the applicant, the Civic Center Office shall determine if the refund shall be made.

Applicant - Print Name

Signature

Name of Organization

Dated



# LOS ANGELES UNIFIED SCHOOL DISTRICT APPLICATION FOR CIVIC CENTER USE OF SCHOOL FACILITIES CIVIC CENTER PERMIT OFFICE

					Date:		
1.	Permittee:			Group Name:			
2.	Address.	Requesting Permit)					
		Address)		(City)	(State)	(Zip Code)	-
3.	Tel:	_ Fax:	Cell:		Email:		
4.	School Requested: 1)	(First Choice)		_	2)(	(Second Choice)	
5.	Activity: (i.e. Soccer Practice)						
6.	Attendance/Participants	a) Number of Participants c) What percentage of p	s: participant:	b) Num' s live within bound		ors: D?:	
7.	INDICATE EITHER 'Y' – Yes Please note that misreprese future permit application red	entation of the facts on th					
	<ul> <li>4) Will anything be sold or n</li> <li>5) Is the applicant a Youth O</li> <li><i>Applicant must co.</i></li> <li>6) Is the applicant an Adult 0</li> <li>7) Is the facility use for non-</li> <li>8) Is the facility use for recret</li> </ul>	pen to the general public? -profit/non-profit group? hip fees, admission charges money exchanged in any wa Group ( <u>ALL PARTICIPANTS</u> omplete <u>Youth Group Applicant</u> Group? (Is <u>ANY PARTICIP</u> -recreational purposes?	/ay? <u>`S</u> must be <u>hts Only</u> Sect <u>PANT</u> 19 ye	e 18 years of age o <i>ction below.</i> ears of age or olde	or under)? er?)		Y/N Y/N Y/N Y/N Y/N Y/N Y/N Y/N
		YOUTH GROUP A	APPLICAN	NTS ONLY			
	<ul> <li>A. Indoor Facilities – Non-Recreational Meetings/Activities         <ol> <li>Is the applicant representing one of the following named youth groups, including but not limited to, the Girl Y / N Scouts, Boy Scouts, Camp Fire Girls, Good News Clubs, Parent-Teachers' Association, School Advisory Councils, who wish to hold indoor non-recreational meetings in classrooms, libraries and auditoriums to discuss matters of general or specific interest with the people of the community in which they reside to promote youth and school activities?</li> </ol></li></ul>					Y / N	
	B. Outdoor Facilities and Gymnasiums – Recreational/Athletic Activities					Y/N	
	ii. Is the applicant represe fees for membership at	enting a youth group which at the site?	charges a	dmission, collects	s contributions,	or charges any	Y / N
8.	Requested Facilities: (Mark w	vith a ✓ or "X")					
	EDUCATIONAL FACILITIES						
	<ul> <li>Classrooms,</li> <li>Number of classrooms</li> </ul>	Auditorium Other		Multi-purpose roor	n 🗌 Ca	afeteria/Cafetorium	
	RECREATIONAL FACILITIES	S.					
		Gymnasium - Large	🗌 HS (	Gymnasium - Sma	all		
	Football Field 🛛 🗍 Bas	seball/Softball Diamond	Soc <sup>1</sup>	ccer Field	Received App. Fee S	Submitted:Yes	No
	Track 🗌 Oth	her (specify)				e Exp. Date: d: YesNo	

#### **Civic Center Permit Application (contd.)**

#### 9. PERMIT PERIOD DATES (One Application Per Period)

"A" PERMIT PERIOD DEADLINE (May 15)	
July	
August	
September	
October	
"B" PERMIT PERIOD DEADLINE (September 2	1

### PERMIT PERIOD DAYS AND HOURS

	Day	Hours:	From	То
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

"B" PERMIT PERIOD DEADLINE (September 15) November \_\_\_\_\_ December \_\_\_\_\_\_ January \_\_\_\_\_ February

\*Dates must be listed numerically for period in which applying for.

"C" PERMIT PERIOD DEADLINE (January	15)
March	_ `
April	_
May	
June	

### 10. REQUEST FOR USE OF FACILITIES

- Permits will be issued to conform to tri-annual permit periods and will be issued for <u>one period only</u>. APPLICATIONS ARE DUE BY THE 15<sup>TH</sup> DAY OF THE MONTH SHOWN IN PARENTHESIS NEXT TO EACH PERIOD STATED ABOVE. <u>Please</u> <u>number days in the box in order of preference</u>. <u>PLEASE ALLOW AT LEAST TWO WEEKS FOR PROCESSING AFTER</u> <u>APPLICATION IS RECEIVED</u>.
- 2) Any form of announcement or advertisement regarding activities held on school property to non-school purposes must include the following statement: "This meeting is neither sponsored by nor is it in any way connected with the Los Angeles Unified School District." If announcement is in printed form, statement must appear in equally large and prominent type.
- 3) Applications from returning partners and new applicants may be received no earlier than 30 calendar days prior to the application deadline and no later than 20 calendar days prior to anticipated use.

#### 11. WHO MAY APPLY

The use of school facilities, when such use will not interfere with the conduct of the school program, may be granted for nonschool purposes to citizen groups or organizations which may engage in supervised recreational activities, or may meet and discuss any subjects and questions which appertain to the educational, political, economic, cultural, artistic and moral interests of the citizens of the community in which they reside.

#### 12. RESTRICTIONS AND PROHIBITIONS

- 1) Meetings shall be inclusive, shall be open to the general public and shall be conducted in the English language provided however, that for good cause the District may approve meetings in another language provided an interpreter is present.
- 2) Issuing of a Civic Center Permit shall <u>not</u> be contingent upon contributions or donations to schools, school programs, school events and booster clubs, etc.
- 3) Nothing shall be sold, offered or advertized for sale on school premises including, but not limited to items of literature. This restriction shall not apply to activities for which a direct cost is made by the applicant.
- 4) School premises shall not be used later than 11:00 P.M. by non-school groups or during the hours that school is in session except upon special permission of the Principal and the permit issuing office. Any granted exceptions may result in additional fees.
- 5) School premises shall not be used as campaign headquarters for any purpose by any person, group, club or organization.
- 6) Usage of school by a single organization or activity may be limited in order to ensure an equitable distribution of Civic Center Permits among the various organizations and activities.
- 7) No permit shall be issued for ballroom dances except those sponsored by the Youth Services Section., Parent-Teach Associations, or as specifically authorized by the Superintendent.
- 8) Meetings shall be non-exclusive and shall be open to, and of interest to, the general public.
- 9) Permits for the use of cafeteria and other facilities for the serving of food may be issued only in conjunction with Civic Center meetings/activities; with the consent of the Principal; and the approval of the Food Services Branch.
- 10) There will be no smoking within any building or in any other place on the school site.

- 11) The following are prohibited: the use of profane language, possession of or use of intoxicating liquors or narcotics, quarrelling or fighting, betting or other forms of gambling, card playing, conducting raffle or lottery. No activity shall be conducted which constitutes a violation of any local, state, or federal law.
- 12) No structures may be erected or assembled on school premises, nor may any electrical, mechanical or other equipment be brought thereon unless special approval has been obtained from the office issuing the permit in compliance with Los Angeles Unified School District standards.
- 13) No gratuities shall be given to or accepted by District staff.
- 14) All school grounds shall be left in the same order, condition and degree of cleanliness as existed at time of entry.
- 15) Any use of school facilities for non-school purposes shall comply with all state and local fire, health, penal and safety laws and regulations.
- 16) After one-half hour waiting period, school premises will be locked if the group has not arrived.
- 17) This permit is granted to the applicant only. This permit is not transferable or assignable. "No shows" may be grounds for revocation.

### 13. FEE REFUND

Any service costs, fees or deposits may be refunded in the event of cancellation of the request, provided that such cancellation is received by the school facility, and the Civic Center Permit Office at least 36 hours prior to the time of scheduled use, or if the permit is granted for a weekend, at least one work day prior to the time of scheduled use. If it can be shown that the cancellation was beyond the control of the applicant, the Civic Center Permit Office shall determine if a refund shall be made.

### 14. STATEMENT OF UNDERSTANDING, WAIVER OF LIABILITY & INDEMNIFICATION

- Applicant acknowledges and understands that permit issuance is on an "as is" basis and any request to inspect the facility
  must be made prior to use.
- Applicant accepts the premises and facilities in their present condition, and stipulates that the premises and facilities are clean, safe, and in usable condition.
- Applicant accepts the premises "as is" and assumes all risks of any condition of the property, whether visible or not.
- Applicant, at its sole cost and expense, shall obtain all necessary licenses, permits and approvals from the respective city, county or state departments or agencies.
- Applicant agrees that any failure to comply with the Agreement or obtain the necessary permits and approvals for the event shall be considered a default under the Agreement and DISTRICT may terminate the Agreement pursuant to this section.
- Applicant agrees that DISTRICT shall not be liable for any costs or expenses incurred by the Applicant arising from this Agreement.
- Applicant understands that its liability is not limited to the Applicant's policy limits and Applicant understands that this provision is a material term of the permit for use of the premises and facilities.
- In the event that the Applicant fails to perform in accordance with the insurance and indemnification requirements, or
  otherwise breaches any other provisions of the Civic Center Permit for use of the premises and facilities, the Los Angeles
  Unified School District shall be entitled to recover all legal fees, costs and other expenses incident to securing
  performance or incurred as a consequence of nonperformance of the Applicant.
- Applicant agrees to protect, defend, indemnify, save, and hold harmless the Los Angeles Unified School District, the Board of Education of the City of LA, and all officers, agents, employees, and representatives free and harmless from any and all liability, loss, damage, cost or expense in any way connected with Applicant's use or occupancy of the premises and facilities.

### 15. APPLICANT ATTESTS

The applicant has read and understood all terms and conditions of this permit application hereof. The applicant further represents that the information provided is true and correct. Misstatements, misrepresentations or omissions may cause cancellation, delay or refusal of permit requests.

Signature of Applicant

Title or Office Held by Applicant

Date

Printed Name of Applicant

## Education Code Section 38136 Determination of intention; statement of information; discretion of board

No governing board of a school district shall grant the use of any school property to any person or organization for any use in violation of Section 38135.

For the purpose of determining whether or not any individual, society, group, or organization applying for the use of the school property intends to violate Section 38135, the governing board shall require the making and delivery to the governing board, by the applicant of a written statement of information in the following form:

## 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 organization on whose behalf he or she is making application
	(Insert Applicant Name)	

for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of 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.

Signature of Applicant

Title or Office Held by Applicant

Date

Printed Name of Applicant

Please return <u>all 4 pages</u> of this application, \$78 application fee (cashier's check or money order) and application notification (completed and signed) to: Los Angeles Unified School District Civic Center Permit Office 333 S. Beaudry Avenue, Suite B2-216 Los Angeles, CA 90017 Phone (213) 241-6900 Fax (213) 241-4546



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# **INSURANCE REQUIREMENTS**

A certificate of Insurance is required for the use of all LAUSD owned facilities. At LAUSD's sole discretion, certain events may require additional insurance or waivers. Your Certificate of Insurance must be approved by the LAUSD Division of Risk Management and Insurance Services (Risk Management) prior to the execution of a Civic Center Permit.

If you require assistance purchasing insurance, a Special Events Liability Insurance Program Application has been provided in this packet. The insurance application is not processed through Beyond the Bell. You must contact Risk Management regarding any insurance matters and additional processing time and fees are required.

The Permittee, at its sole cost and expense, shall acquire and keep in full force during the term of the Agreement, any and all insurance coverage that may be required by the DISTRICT. Such insurance coverage must meet the following DISTRICT requirements:

## **SPECIAL REQUIREMENTS:**

## Additional Insured Endorsement

The Commercial General Liability policy and the Commercial (Business) Automobile policy must contain an additional insured endorsement in favor of:

### "Los Angeles Unified School District and the Board of Education of the City of Los Angeles"

The Certificate Holder portion of the insurance certificate **<u>must be listed exactly as</u> <u>follows</u>** to be considered valid by the District:

Los Angeles Unified School District & the Board of Education of the City of Los Angeles Beyond the Bell Branch 333 South Beaudry Ave, 29<sup>th</sup> Fl Los Angeles, Ca 90017 Ref: School Name

## **Insurer's Rating**

All insurance required shall be issued by an insurer authorized/admitted/licensed to do business in the State of California with an A.M. Best rating of no less than A-, Vll or which is otherwise acceptable to DISTRICT.

## **Deductibles/Self Insured Retentions**

All deductibles or Self-Insurance Retentions (SIR) shall be declared in writing, and all deductibles and retentions above \$25,000 require District approval.

## This document replaces any previous policy or requirement set forth by LAUSD.

## Insurance Coverage

Permittee shall maintain the following insurance coverage:

## **COMMERCIAL GENERAL LIABILITY COVERAGE**

General Aggregate Limit	\$2,000,000
Products & Completed Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Payments	\$5,000

### COMMERCIAL [Business] AUTOMOBILE LIABILITY (CA or BA)

All Owned, Hired and Non-owned autos with a **combined single limit of no less than \$1 million per occurrence**, if no owned autos, then only hired and non-owned is required.

### WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

In a form and amount covering Contractor's full liability under the California Workers Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

> Part A- Statutory Limits Part B- \$1,000,000/1,000,000/\$1,000,000 Employers Liability

 Sole Proprietors with no employees are exempt from providing Workers Compensation Coverage, but must provide a signed WORKERS COMPENSATION STATEMENT.

OTHER COVERAGE, when applicable:

Abuse and Sexual Molestation Coverage \$1,000,000 per occurrence/ \$1,000,000 aggregate

### **Other Requirements**

Permittee shall obtain an obligation on the part of the insurance carriers to notify DISTRICT in writing prior to any cancelation thereof. The policy shall also state that such insurance shall be primary over any other coverage available to the DISTRICT. A certificate of insurance or other acceptable evidence showing above shall be submitted to the DISTRICT for review and acceptance with your application.

## **Compliance**

The Permittee, at its sole cost and expense, shall obtain all necessary licenses, permits and approvals from the respective city, county or state departments or agencies. Permittee agrees that any failure to comply with the Agreement or obtain the necessary permits and approvals for the event shall be considered a default under the Agreement and DISTRICT may terminate the Agreement pursuant to this section, Permittee agrees that DISTIRCT shall not be liable for any costs or expenses incurred by the Permittee arising from this Agreement.

### **Questions/Contact Information**

All questions regarding insurance coverage should be directed to LAUSD Division of Risk Management and Insurance Services: <u>http://riskmanagment.lausd.net</u>

Teresa Webster	(213) 241-3016	Field Trips and Special Events
Larry Chatman	(213) 241-2176	Insurance Manager
Fax	(213) 241-8956 or (213	5) 241-8993