



**Keyes Union School District**

4801 Lucinda Avenue, Keyes, CA 95328

Phone (209) 669-2921 • Fax (209) 669-2923

Jeff Reed, Board President  
 Wesley Greene, Board Vice-President  
 Jimmy Emmons, Sr., Board Clerk

Bob Edwards, Board Member  
 Harinder Grewal, Board Member  
 Helio Brasil, Superintendent

**Facility Use Fee Schedule  
 (All Fees Listed are Per Hour)**

Facility Type	DIRECT COST		Fair Rental Value	
	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate
<b>Keyes Elementary School</b>				
Multipurpose Building	\$28.00	\$34.00	\$34.00	\$40.00
<b>Spratling Middle School</b>				
Multipurpose Building	\$28.00	\$34.00	\$34.00	\$40.00
<b>All Site Facilities:</b>				
Classroom	\$25.00	\$31.00	\$31.00	\$37.00
Restroom	\$25.00	\$31.00	\$31.00	\$37.00
Athletic Fields*	\$10.00		\$15.00	
<b>Custodian:</b>				
Per hour rate may vary based on staff on duty**	\$25.00	\$36.00	\$36.00	\$42.00

\* District will not mark the fields. Organizations that wish to mark the fields may work with Erik Morris, MOT Supervisor, to arrange to do this. Chalk or paint may only be used.

\*\* Custodian minimum is 4 hours, unless the custodian is already on duty, and then the charge will be two hours minimum for the extra work required.

Education Code Section 38134(b): Except as otherwise provided by law, the governing board may change an amount not exceed its direct costs for use of its school facilities.

Education Code Section 39134(e): In the case of entertainments 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, a charge will be levied for the use of school facilities or grounds which charge shall be equal to fair rental value.



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**APPLICATION AND AGREEMENT FOR USE OF SCHOOL FACILITIES**

Organization: \_\_\_\_\_ Non-Profit Number: \_\_\_\_\_

Person in Charge: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Alternate Person in Charge: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Approximate Number Involved: \_\_\_\_\_ Children: \_\_\_\_\_ Chaperone(s): \_\_\_\_\_ Adults: \_\_\_\_\_

**A. Single Meetings:**

Day of the Week: \_\_\_\_\_

Date Requested: \_\_\_\_\_

Time: \_\_\_\_\_ to \_\_\_\_\_

**B. Series Meetings:**

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Days: \_\_\_\_\_

Time: \_\_\_\_\_ to \_\_\_\_\_

Facility Requested: \_\_\_\_\_ Location/Room #: \_\_\_\_\_ Total # of Hours: \_\_\_\_\_

Set-Up Required: \_\_\_\_\_

(Please attach a detailed description and/or drawing.)

There will be no money collected as donations, contributions, cash collections, registration fees, admission fees, tuition, or any other receipts.

Applicant has received, or will receive, for the activities listed, contributions, cash collections, registration fees, admission fees, tuition, or another receipts in the amount of \$ \_\_\_\_\_ These receipts shall be used for: \_\_\_\_\_

The undersigned agree that the following rules, regulations, and insurance requirement will be complied with in full, as stated on Page 2 of this form.

_____	_____	_____
<i>Authorized Group Representative's Signature</i>	<i>Authorize Group Representative's Title</i>	
_____	_____	_____
<i>Site Administrator – Printed Name</i>	<i>Site Administrator's Signature</i>	<i>Date</i>
_____	_____	_____
<i>Custodian – Printed Name</i>	<i>Custodian's Signature</i>	<i>Estimated # of Hours</i>
_____	_____	_____
<i>Technician – Printed Name</i>	<i>Technician Signature</i>	<i>Estimated # of Hours</i>
_____	_____	_____
<i>Food Services – Printed Name</i>	<i>Food Services Signature</i>	<i>Estimated # of Hours</i>

**Note:** Approved application is to be available at time of rental. The hours listed are estimates only and are subject to change based upon actual hours worked by District representative(s).

<b>FOR OFFICE USE ONLY:</b>	
Application Received: _____	Date: _____
Application Approved: _____	Date: _____
Application Denied: _____	Date: _____



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**Declaration of Applicant**

*(Please sign your initials on the line beside each statement to indicate your understanding of the requirement and willingness to comply.)*

\_\_\_\_\_ The Applicant affirms that the facility will be used only for the following purpose(s):

\_\_\_\_\_ The application states that, to the best of his/her knowledge, the school property, the use of which is hereby requested, will not be used for the commission of any crime of any act which is prohibited by law.

\_\_\_\_\_ The application states that, to the best of his/her knowledge, the school property, the use of which is hereby requested, will not be used for the commission of any crime of any act which is prohibited by law.

\_\_\_\_\_ The Applicant further declares that he/she, and the organization that he/she represents, upholds and defends the Constitutions of the United States and the State of California.

\_\_\_\_\_ The Applicant certifies that he/she will be personally responsible, on behalf of the organization, for any damages sustained by the school building, furniture, equipment, or grounds occurring through the occupancy or use of said building and/or grounds by the Applicant, normal wear and tear excepted.

\_\_\_\_\_ The Applicant certifies that he/she has received and read the rules, regulations, conditions, and terms regarding this application for use of District facilities and that he/she and the organization represented will abide by them.

\_\_\_\_\_ The Applicant will clean up the area, bag all trash, and leave it in good condition, or extra fees will be charged for cleaning.

\_\_\_\_\_ If this event is canceled by the Applicant less than 24 hours before the starting time, there will be no refund of fees paid.

\_\_\_\_\_ Any changes to the date or extension of time shall be approved ahead of time by the District, and fees may be recalculated.

\_\_\_\_\_ In executing this declaration, Applicant certifies that he/she has been duly authorized by the organization to act on its behalf in making application for said facilities.

\_\_\_\_\_ **HOLD HARMLESS & INDEMNIFICATION AGREEMENT:** Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold Keyes Union School District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from the Applicant's use of occupancy of the District's facilities and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees officers, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitation, any liability, claim loss, judgment, damage, demand, or expense arising by reason of:

1. The loss of damage to any of the District's facilities including any building, structure, or improvement thereon, or any equipment to be used therein;
2. The injury to or death of any person including, but not limited to, the officers, members, representatives, agents, guests, invitee, and/or employees of the Applicant or of the District; or
3. Damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities.

Applicant further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorney's fees imposed or incurred by the District because of the Applicant's use or occupancy of the District's facilities and/or active or passive negligence of the Applicant, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees.

\_\_\_\_\_ The Applicant understands that 50% of the fees are payable upon application. The balance is due to Keyes Union School District at least seven days prior to use.

Fees are estimated to be \$ \_\_\_\_\_; estimated by \_\_\_\_\_ on (date) \_\_\_\_\_

\$ \_\_\_\_\_ received upon application: received by \_\_\_\_\_ on (date) \_\_\_\_\_

\$ \_\_\_\_\_ due at least seven days prior to use; received by \_\_\_\_\_ on (date) \_\_\_\_\_

\_\_\_\_\_ The Applicant will provide proof of insurance for personal liability and property damage in the amount of at least \$1million for each occurrence and \$3 million aggregate. The Applicant will list the District as an additional endorsed insured.

Proof of insurance received by \_\_\_\_\_ on (date) \_\_\_\_\_

\_\_\_\_\_ Any conditions of use, exceptions, or special circumstances are listed and accepted:

## **USE OF SCHOOL FACILITIES RULES AND REGULATIONS**

California law permits the Keyes Union School District Governing Board to grant the use of school buildings or grounds for public, literary, scientific, recreational, or educational meetings, or for the discussion of matters of general or public interest. The Board of Education may also establish such terms and conditions of usage, as it deems proper, subject to the limitations, requirements, and restrictions set forth in the Education Code of the State of California.

The Keyes Union School District is increasingly called upon to serve the functions of recreation, citizenship training, and the use of leisure time. Since it is the policy of the District that school facilities be utilized to the maximum in order to provide the greatest service to the community, it is important that guidelines be formulated to implement adopted policies relating to the use of school facilities under the Civic Center laws.

These rules and regulations define which groups are eligible to use the school facilities, outline the application procedure, set forth the conditions of use of specific areas, list the State laws and Board rules and regulations concerning usage, and establish a table of charges for such use.

### **Eligible Organizations**

Only recognized community organizations or groups qualified under the Civic Center Act may obtain non-profit use of school premises.

All applications terminate at the end of the approved use period and will not be valid beyond June 30 of each year. Administratively approved extensions beyond one year may be renewed consistent with Education Code and Board Policy provisions.

All juvenile organizations or groups must have satisfactory adult sponsorship and supervision.

### **Group I - Free Use**

The Board authorizes the use of school facilities without charge by nonprofit organizations, clubs or associations organized to promote youth and school activities. These groups include: Girl Scouts, Boy Scouts, Camp Fire, parent-teacher associations, school-community advisory councils, senior citizen organizations, and other Beaumont public agencies shall also be included in the free use classification.

The District shall establish charges for services (cleanup, lockup) required or requests beyond normal functions in the day-to-day business of the District. Charges for use shall not exceed an amount sufficient to pay the cost to the District of supplies, utilities, repair of facility due to use, and salaries paid to school district employees necessitated by use of such property.

### **Group II - Direct Cost Charge**

Other groups requesting the use of school facilities under the Civic Center Act shall be charged at least direct costs. Other groups include organizations, clubs, educational groups or associations for cultural activities, general character building or welfare purposes of Keyes citizens and shall pay direct cost charges, as shall organizations (including those in Section I) requesting use for entertainment or meetings where admission fees are charged or contributions are solicited and the net receipts are expended for the welfare of District students or bona fide charitable purposes. Direct cost charges are listed in the adopted schedule. (Direct costs include utilities).

## USE OF SCHOOL FACILITIES RULES AND REGULATIONS

### **Group III – Fair Rental Value**

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134).

Entertainment or meetings, including those sponsored by Group I or Group II organizations, where admission fees are charged or contributions solicited and the net proceeds are not expended for the welfare of District students or bona fide charitable purposes, shall be charged a Fair Rental Value in accordance with the Adopted Fee Schedule.

Such groups will also be billed for utilities, salaries for custodial or supervisory personnel, and any other direct costs resulting from the use of the facility.

In addition, profit-making organizations or organizations which do not qualify for free (Group I) or direct cost (Group II) rates shall be charged fair rental value (Group III). Included in this category might be independent dance, theater or musical groups, private instructions and private businesses, assuming these groups would satisfy zoning and business ordinances.

### **Rules and Regulations for Use of Available Facilities**

#### **A. Furniture and Equipment Available for Use**

1. Furniture and equipment, other than stage equipment normally kept in the multipurpose or multi-use room, will be available to the organization without special permit.
2. Any additional school-assigned equipment required must be obtained through arrangements with the Business Office.
3. The group must furnish its own operator if projectors are required and present evidence of the competence of the operator to the principal or designee.
4. In signing the agreement, the Applicant agrees that the group will pay for any damages to the equipment while in their use.
5. Special set-ups of chairs, tables, sound systems, or other requests will be charged for actual labor cost expended.
6. All requests for special lighting or other special equipment will be charged at actual labor cost expended, plus full charge for all materials expended and not recovered for future use.

#### **B. Damage and Mistreatment of School Property**

1. School property must be protected from damage and mistreatment and ordinary precaution for cleanliness must be maintained.
2. Groups shall be responsible for the condition in which they leave the school building or facility being used.
3. In signing the application, the Applicant agrees that in cases where school property has been damaged or abused beyond normal wear, or where unusual cleaning work is required, the cost will be paid for by the organization involved.
4. The use of any materials that would harm or damage floors is strictly prohibited.

## USE OF SCHOOL FACILITIES RULES AND REGULATIONS

### C. Decorations

1. Arrangements for the decorating of school facilities must be made through the school office.
2. Any decorations shall be erected in a manner that will not be destructive of school property and shall be approved by the custodian on duty.
3. All decorations shall be removed at the termination of the activity.

### D. Use of Stage Equipment

1. Where the stage is to be used, full details of equipment needed must be requested with the application form. This includes spotlight, curtains, etc.
2. A district-approved individual must operate this equipment.
3. Persons or organizations whose permit includes the use of stage and stage equipment, including lights, curtains, and ceiling pieces, must be cleared by the principal or designee. Student personnel must be District-trained and approved.

### E. Safety Precautions

1. In cases involving the use of the multipurpose room, or other large room, the number of people admitted or seated shall not exceed the regular capacity as established by law.
2. No classroom or single portable shall be occupied by more than 40 persons.
3. Decorations or personal property used shall be flame-proofed, as required by law.

### F. Grounds Utilization

1. Horseback riding or the operation of equipment which constitutes a hazard or public nuisance is prohibited.
2. Power-driven vehicles of any nature shall be operated on school playgrounds or athletic fields only if necessary and only by school personnel.
3. The flying of motorized model airplanes shall not take place on any school playground.

### G. Specially Equipped Areas

1. No specially equipped classrooms such as science rooms, art areas, and home economic areas will be available to the general public or non-school groups.
2. Industrial arts, service labs, and other similar instructional facilities are not available for public use except for educational institutional use (schools, colleges, and universities).
3. These facilities may be made available to educational institutions with a charge, in accordance with the fee schedule, under an administratively approved reciprocal program.

### H. Pianos

1. Pianos shall not be moved from room to room.

### I. Buses

1. School buses may be available for recognized recreational groups when other public transportation is not available.

## USE OF SCHOOL FACILITIES RULES AND REGULATIONS

2. Adequate adult supervision must be provided.
3. Fees will be based upon actual time the driver is required and on a fixed fee per mile for maintenance, wear and tear, and fuel consumption.

### J. Kitchen Facilities

1. An organization may use school facilities to prepare coffee and other refreshments only if a district employee is present.
2. Dishes and other equipment used should be rinsed thoroughly and stacked neatly in a dishpan which will be provided by Food Services personnel for this purpose.
3. Food preparation equipment such as choppers, blenders, mixers, slicers, etc. shall only be used by trained Food Service personnel.
4. If a group uses small items of school cafeteria equipment such as coffee maker, cups, saucers, plates, silverware, the Cafeteria Manager is authorized, if necessary, to have an employee come in an hour earlier in the morning to wash the equipment used by the group.
5. Costs of this additional labor will be charged on a prorated basis to the using organization.
6. No money will be paid to the District on the night of the event.

### K. Restrooms - General Regulations

When the use of field facilities by non-school organizations requires that restroom facilities be available, the following procedures will be followed:

1. Non-building-accessible restrooms (restrooms that are accessible only from the exterior of the school): The custodian will open restrooms at the beginning of the event and will close them at the end. The organization is responsible for assuring that they are left in good condition.
2. Building-accessible restrooms (those that allow access to the interior of the building): A school custodian must be on site for supervision. The standard custodial fee will be charged if the hours of restroom supervision are not within the regularly scheduled hours. The organization assumes the full responsibility for the protection of school property.

### L. Air Conditioning - General Regulations

1. Any time a central air conditioning system is to be started for other than school district use, there may be a one-hour pre-start charge to cover start-up costs. These systems may be shut down at any time before the end of facility use at the wish of the user and charged for accordingly.
2. Zone units may be charged by the hour for start-up costs and may be shut down at the user's request, in the same manner as with central units.

### M. Insurance - General Regulations

1. All groups or organizations using District facilities shall be required to provide evidence of liability insurance coverage with limits acceptable to the District.

## USE OF SCHOOL FACILITIES RULES AND REGULATIONS

2. Within the provisions of the Civic Center Act, organizations using District facilities shall be required to provide the District with appropriate "hold harmless and indemnification" agreement.

### N. District Charges for Direct Costs

1. All direct costs means any expense incurred by the District beyond its normally scheduled operating expenses. This includes, but is not necessarily limited to cost of labor, utilities, cleaning, and wear and tear to equipment/facility.
2. Rental rates do not include the use of specialized equipment, supplies, and personnel, other than custodial services.
3. Fees will be charged based on the adopted fee schedule per group classification.
4. Questions related to fee charges will be directed to the District's individual responsible for administering this program.

### O. Alterations and Repairs

1. The Applicant shall not make additions, alter, and/or make repairs to facilities, equipment, and grounds without prior approval. Requests are to be submitted in writing to the District's individual responsible for administering this program.
2. If the proposed change results in a gift to the District, it shall be treated in accordance with the provisions of District policy on gifts, grants, and bequests.

### P. Use of Fields

1. No organization is to use any District field without prior written approval from the District Office.
2. No changes may be made in scheduled times and dates without prior written approval from the school office.
3. No equipment of any type will be installed on any field without the prior written approval from the school office.
4. No burning of field lines will be allowed. All lines will be painted or chaliced.
5. No one will use a field while it is raining or if the field is excessively wet.
6. Watering of District fields will be done by District personnel only. Do not tamper with the time clocks or sprinkler equipment.
7. All soccer goal posts and portable baseball fencing must be removed within five days after the last playoff game. After five days the items will be removed by the District and the organization will be billed for the expense.
8. All expenses incurred for additional sprinklers and quick-couplers will be billed to the requesting organizations.
9. It will be the responsibility of each organization to clean up the area after each practice or game. Any expense incurred by the District for clean-up work will be billed to the organization.
10. It will be the responsibility of each organization to assist in traffic control and security adjacent to the fields. Remember, the residents near the fields have a right to enter and exit their driveways and, not have personal property destroyed or damaged.



## USE OF SCHOOL FACILITIES RULES AND REGULATIONS

### Q. Selection of Dates

1. Use of school facilities is discouraged on Sundays, school holidays and vacations, or two weeks prior to the opening of school.
2. Such usage is restricted to events that cannot be held during the school week.

### R. Public Dances for Youth

1. Public dances for youth will not be permitted.

### S. Activities In School Buildings

1. Smoking shall not be permitted in classrooms or any other portions of the school facility.
2. No alcoholic beverages, liquors, or narcotics shall be used, consumed or brought onto the campus.
3. Profane language, quarreling, or gambling shall not be permitted.
4. No games of chance or lotteries, as defined by Section 319 of the California State Penal Code will be permitted on school premises.
5. Only school employees are permitted to use the school office or equipment, unless approved by the principal or designee.
6. The school telephone is available only to employees for official business, except in emergencies.
7. All permits will be issued for specific rooms and for specific hours. It shall be the responsibility of the organization to see that the unauthorized portions of the building are not utilized and that the premises are vacated as scheduled.
8. The Applicant and his/her organization is required to clean up the area used, bag all trash, and leave the facility in good condition. If extra time is required to clean because this requirement has not been met, the organization will be charged accordingly.

### T. Application and Approval for Use of Facilities

1. Applicant completes "Application and Agreement for Use of School Facilities" and returns it to the school site administrator no later than ten school (10) days in advance of the proposed date of use.
2. The site administrator will check the availability on the school master calendar prior to approval. The fees are then calculated and the form is sent to the District individual responsible for administering this program.
3. The District individual responsible for administering this program will review the form for completeness and compliance with District fees and regulations. If approved, the form is then returned to the site administrator.
4. Copies of the approved Application are then distributed as indicated on the form.

### U. Canceling and Revoking Use Permits

1. If a group of organizations finds it necessary to cancel a scheduled use, the school should be notified as soon as possible, but at least 24 hours prior to the scheduled use.
2. If this event is canceled by the Applicant less than 24 hours before the starting time, there will be no refund of fees paid.

## USE OF SCHOOL FACILITIES RULES AND REGULATIONS

3. Any change to the date or extension of time shall be approved ahead of time by the District, and fees may be recalculated.

### V. Revocations

1. Any permit may be revoked without prior notice for violation of rules.
2. Where conflicting dates have resulted, or where need of the property for public school purposes has subsequently arisen, an alternate site will be made available, if possible.
3. For other causes, permits may be revoked at any time upon reasonable notice.
4. All permits are terminated automatically on June 30 of each year.

### W. Hours Available

1. The school facilities are available normally from 7:00 a.m. to 10:00 p.m. on weekdays, and from 8:00 a.m. to 11:00 p.m. on Saturdays.
2. Certain designated school facilities may be available from 3:00 p.m. to 5:00 p.m. on school days.
3. District facilities may be made available on an inter-district basis to other school districts sponsoring educational activities.
4. Overnight accommodations for sleeping may be approved, provided the request does not interfere with the District's school functions. Charges may be made in accordance with the approved fee schedule.
5. The Applicant will comply with all other requirements for facility use.
6. Requests for exceptions to the hours listed must be made in writing, listing the reasons for the request, and presented to the Business Office at least two weeks in advance of the date in question.

### X. Enforcing Closing Times

1. The officers of the group are responsible for clearing the building by the closing time indicated in the permit.
2. Any group disregarding this rule will be assessed a fee sufficient to cover excess service costs as specified in the schedule of fees.

### *Legal Reference:*

#### *EDUCATION CODE*

*38130-38139 Use of school property*

*39872 Persons entitled to purchase food, non-use of cafeteria facilities*