

SAN LORENZO VALLEY UNIFIED SCHOOL DISTRICT

FACILITY USE HANDBOOK AND FEE SCHEDULE

(Effective March 15, 2017)



This handbook is provided as a guide for all prospective users of facilities within the San Lorenzo Valley Unified School District. As such, it will be updated periodically in response to changing circumstances and user suggestions.

San Lorenzo Valley Unified School District
Facilities Use Handbook and Fee Schedule

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SAN LORENZO VALLEY UNIFIED SCHOOL DISTRICT

OVERVIEW

Securing & Using a Facility Within SLVUSD

1. Contact the facilities coordinator at the administration office of the facility you are interested in securing. Each school coordinates their own facilities reservations. Redwood Site and Quail Hollow field reservations are coordinated by the District Office Business Department. Quail Hollow rooms and buildings reservations are coordinated by the Superintendent's Office.
2. Verify with the facility coordinator that the facility is available on the date and time you require use. (You may request that the facility be held tentatively until you are able to return your completed application. Tentative reservations will be held for five days only.)
3. You can pick up a facility application at the site administrative office, or request that it be mailed to you.
4. Prior to use of any District facility you will be required to submit a certificate of comprehensive general liability insurance covering personal injuries, wrongful death, and claims of property damage, with a combined single limit of not less than \$1,000,000 per occurrence. This certificate of insurance needs to name the San Lorenzo Valley Unified School District as the "certificate holder" or "additional insured" for the period of time the group will be using the facility.
5. To secure your reservation, return your completed application to the site facilities coordinator as soon as possible along with the required insurance certification.
6. Once your application is officially approved, you will be given/sent a copy. The approved copy of your application will serve as your use permit and should be kept with you while using the facility.
7. If charges are involved, payment should be made directly to the site facilities coordinator no less than five (5) days prior to the event/activity.
8. *NOTE: During your event please take extra precautions to ensure participants are using the facility safely and in the proper fashion. To avoid additional custodial charges, please make sure and clean up any trash generated by your group.*

EDUCATION CODE AND STATE GUIDELINES

California law encourages the Governing Board of a school district to make available the school buildings or grounds for public, literary, scientific, recreation, or educational meetings, or for the discussion of matters of general or public interest. The general rules and guidelines are defined in the California Education Code under Section 38130 through 38138 all inclusive, and are cited as the "Civic Center Act."

It is the intent of this handbook to provide potential users of San Lorenzo Valley Unified School District facilities information regarding the application process, fee structures, insurance requirements, and other factors governing use of school facilities under the Civic Center Act.

State Guidelines (Education Code Sections 38130-38138)

A. *The governing board of any school district may grant the use of school facilities or grounds as a civic center upon the terms and conditions the board deems proper, subject to the limitations, requirements, and restrictions set forth in this article, for any of the following purposes:*

- *Public, literacy, scientific, recreational, educational or public agency meetings.*
- *Discussion of matters of general or public interest.*
- *Conduct of religious services for temporary periods, on a one-time or renewal basis, by any church or religious organization that has no suitable meeting place for conduct of services, provided the governing board charges the church or religious organization using the facilities or grounds a fee as specified in subdivision (d) of Section 38134.*
- *Child care or day care programs to provide supervision and activities for children of pre-school and elementary school age.*
- *The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.*
- *Supervised recreational activities including, but not limited to, sports league activities for youth 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.*
- *Other purposes deemed appropriate by the governing board.*
- *A community youth center.*

B. *State laws prohibit the use of school facilities for subversive, immoral, offensive, or harmful purposes. State laws also limit the use of school facilities for denominational or sectarian activities. The use of school facilities shall not be granted to persons, forums, corporations, groups, clubs, or association which:*

- *may, by such use, be reasonably expected to expose the property of the District to damage through riot, mob action, or violence of any kind.*
- *use the property in a manner which will be adverse to the best interest of the school District.*
- *use the facilities for a purpose not consistent with the Civic Center Act and/or adopted board policies.*

San Lorenzo Valley Unified School District Board Policy and Administrative Regulations

Facility Use Regulations and Procedures

I. San Lorenzo Valley Unified School District Guidelines (Board Policy 1330)

- A. The Governing Board recognizes that District facilities and grounds are a community resource whose primary purpose is to be used for school programs and activities. The Board authorizes the use of school facilities and grounds by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities.
- B. All school-related activities (clubs, class events, etc.) shall be given priority in the use of school facilities and grounds under the Civic Center Act without charge. Thereafter, the use of school facilities and grounds shall be on a first-come, first-served basis.
- C. The District reserves the right to rescind a use permit if unforeseen and unavoidable school activities should occur.
- D. The Superintendent or designee shall maintain procedures and regulations for the use of school facilities and grounds that:
 - 1. aid, encourage and assist groups desiring to use school facilities and grounds for approved activities.
 - 2. preserve order on and protect school facilities and grounds, designating a person to supervise these tasks if necessary; and
 - 3. ensure that the use of school facilities and grounds is not inconsistent with school purposes and does not interfere with the regular conduct of school work.

II. Facility Use Specifics (Administrative Regulation 1330)

Persons or organizations applying for the use of school facilities or grounds shall submit a statement of information indicating that the person or organization upholds the state and federal constitutions and does not intend to use school premises to commit unlawful acts.

A. Civic Center and Community Recreation Center Use

Subject to District policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes:

- 1. Public, literacy, scientific, recreational, educational or public agency meetings.
- 2. Discussion of matters of general or public interest.
- 3. Conduct of religious services for temporary periods, on a one-time or renewal basis, by any church or religious organization that has no suitable meeting place for conduct of services, provided the governing board charges the church or religious organization using the facilities or grounds a fee as specified in subdivision (d) of Section 38134.
- 4. Child care or day care programs to provide supervision and activities for children of pre-school 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 youth 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. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.
9. Other purposes deemed appropriate by the Governing Board.

B. Restrictions

School facilities shall not be used for any of the following activities:

- Any use by an individual or group for the commission of any crime or any act prohibited by law.
- Any use of school facilities or grounds which is inconsistent with their use for school Purposes or which interferes with the regular conduct of school or school work.
- Any use which is discriminatory in the legal sense.
- Any use which involves the possession, consumption or sale of alcoholic beverages or any restricted substances on school property.

The District may exclude certain school facilities or grounds from non-school use for safety or security reasons.

C. Damage and Liability

Groups, organizations or persons using school facilities or grounds shall be liable for any property damages caused by the activity. The District may charge the amount necessary to repair the damages and may deny the group, organization or person(s) further use of the school facilities and/or grounds.

Any group, organization or person(s) using school facilities or grounds shall be liable for any injuries resulting from its/his/her/their negligence during such use. The group, organization or person(s) shall bear the cost of insuring against this risk and defending itself/himself/herself and the District against claims arising from this risk. Further, any groups or organizations other than those non-profit groups or organizations that promote youth and school activities shall be required to include the District as additional insured on its/their liability policies.

The Superintendent or designee may require a Hold Harmless Agreement (*See Appendix D*) when warranted by the type of activity or the specific facility being used.

All groups and persons using the facilities must adhere to and enforce the rules and regulations of the School District, including those that are posted on school premises. (*The sign below is posted at all District school premises.*)

Prohibited on School Property:

1. Loitering or trespassing (626.8 P.C. 653 G.P.C)
2. Alcohol, tobacco or controlled substances (25608 B.P.)
3. Disruptive, profane, loud or abusive language (32210 E.C.)
4. Firearms or explosives (626.9 P.C. 453 P.C.)
5. Dumping or refuse (3740 P.C.)
6. Roller skating or skate boarding (S.C.C.C. 8.23.020)
7. Horses or dogs
8. Golfing

Anyone defacing or destroying school property will be prosecuted to the full extent of the law (594 P.C.).

D. Fee and Charges

1. The District will not charge any fee or costs for school activities.
2. The District will not charge any fee or cost to local non-profit organizations, clubs or Associations organized to promote youth and school activities, except that when the use of the school facility or grounds occurs at times when District custodial and/or Grounds employees are not regularly scheduled to work (e.g. weekends/holidays), the costs applicable to having such employees present will be charged. See District Fee Schedule (Appendix A) for specifics.
3. If a Memorandum of Understanding exists between an organization and the District, the Memorandum of Understanding will dictate the terms of use.
4. The District will charge at least direct costs for activities by all other non-profit organizations, clubs or associations, including religious organizations and those organized to promote youth and school activities. However, fair rental value will be charged when activities involve fundraising, entertainment or meetings where admission is charged and the net receipts are not for the welfare of the District students or for charitable purposes.
5. The District will charge all other groups, entities and individuals the fair rental value of the school facilities and grounds.

III. Facility Use Procedures

- A. Application. The user shall obtain an Application for Use of School Facilities (See Appendix C) from the District Office or desired site *administrative office*. The completed application shall be submitted to the site facilities coordinator for approval.
- B. Site Request. Desired dates shall be coordinated with individual sites and the completed form submitted to the site coordinator. At no time shall any single request for facility use exceed the equivalent of one athletic season in a current year or six months. A Request for Use of Facilities can be made up to six months in advance of the event and will not be accepted prior to this.
- C. Site Approval. The site administrator or designee approval is required for the rental of the facility. The site will verify availability, assign rooms and arrange for support staff (e.g. custodian, kitchen staff, etc.) as required, and forward the application and fee to the facility use coordinator to enter on the calendar.
- D. Confirmation. Facility Use Coordinator will send the user a confirmation of use of facility which will serve as the use permit.
- E. Certificate of Insurance. User shall provide a certificate of insurance naming the San Lorenzo Valley Unified School District as additional insured at least seven (7) calendar Days prior to the requested use; if not received, the event will be cancelled. The certificate of insurance must contain the following statement: *The insurance provided does not contain any exclusions and/or limitations for mental, physical, emotional and/or sexual abuse including molestation.*
- G. Payment. Unless other arrangements have been made, all fees are due and payable no less than five (5) days prior to event/activity. Payment should be made to the site facilities coordinator.

IV. Rules and Regulations

- A. Insurance Requirements. Applicant agrees to furnish liability or certificate of insurance in the amount of \$1,000,000 combined single limits, with the District named as an additional insured at least seven days prior to use of the District facility. In addition, the certificate of insurance must contain the following language: ***The insurance provided does not contain any exclusions and/or limitations of coverage for mental, physical, emotional and/or sexual abuse including molestation.***
- B. Hold Harmless. In making an application for use of facilities, all users agree to defend,

indemnify and hold harmless the District, its officers, employees and agents from any and all injuries, losses or damages, including damage to District property, which may result or arise in any way out of their use of the facilities, negligence of the user group, its officers, employees or agents.

- C. Special Arrangements. Permit to use District facilities does not authorize the use of certain District, school, or student body equipment. *Arrangements for supervision and operation of any equipment* shall be made by the applicant with the school administrator or District Office. Applicant will be liable for any damage or loss of equipment during facilities usage.
- D. Structure. No structures (including tents and inflatable's, such as bounce type structures), whether permanent or temporary, may be erected or assembled on school premises, nor may any extraordinary electrical, mechanical, or other equipment be brought thereon unless special approval has been obtained from the site administrator and the Director of Maintenance.
- E. Site Equipment. Any group using the performing arts center, classroom, cafeteria, etc., shall not disturb, move or change any existing equipment except with the permission of the site administrator or designee and under the supervision of the site employee who is in charge of the facility.
- F. Vehicles/Parking. No modifications to site parking provisions will be allowed, except District-approved signage. All vehicles will be operated on paved driveways and parking lots only; parking on paved play areas or in marked fire lanes is prohibited.
- G. Indoor Facilities. For all facilities that are lockable and connected to an alarm system, there must be a custodian or District representative available. The District's site employee shall unlock and check in the user at the beginning of the event, check out the user and lock the facility at the end of the event, and clean the area used at the end of the event. If the activity requires additional personnel for event support, only District employees shall be utilized. The rate of pay for District staff services will follow the fee schedule. (This does not apply to individuals or groups who have been approved for key sign out by the District Office and issued a key to the facility they are using.)
- H. Field Facilities. There is no field supervision by a District employee, therefore, the user is responsible for monitoring the behavior of participants and spectators, and must mediate any issues that may arise, or in the alternative, call the Sheriff's Department. All trash and debris generated by the group during the course of the event must be removed at the end of the event. Failure to comply may result in revocation of the use permit and additional custodial charges.
- I. Kitchens. Use of school kitchens may be granted to eligible groups when such use will not interfere with the regular school food services program. Such use must have the approval of the site administrator. When the cafeteria kitchen is used, a food service employee must be assigned to ensure sanitation, safety, and proper operation of equipment. This employee will act in a supervisory capacity only. The organization using the facility is responsible for preparation and cleanup. The rate of pay for District staff services will follow the fee schedule.
- J. Smoking/Tobacco Products. Smoking or tobacco products are not permitted on District property.
- K. Alcohol and Illegal Substances. No alcoholic beverages or illegal substances are allowed on District property.
- L. Security. Key control and security code control are mandatory. Under no circumstances is a non-District individual or student authorized to be in possession of keys to the District facilities or have knowledge of security codes unless authorized in writing by the Superintendent or designee. Grand master keys must be secured to the greatest extent possible and never loaned to students or non-employees.
- M. Restroom Facilities/Portable Toilets. Users of outdoor facilities shall have the option of using District restroom facilities or making separate arrangements for renting portable toilets from an outside vendor. If rental of District facilities is for a period in excess of four hours, renter will be

required to pay for the use of restroom facilities. If choosing to use District restroom facilities, a District representative must be present during the event and the appropriate fees for this service must be paid prior to event. If the renter chooses to rent portable toilets, the renter assumes full responsibility and must notify the District at least ten days in advance of placement. The permit holder must provide the site facilities coordinator with the servicing schedule, the company name and phone number, and the exact date the portable toilet/s will be removed.

- N. Weapons – Candles – Open Flames
No weapons, candles or open flames are allowed on San Lorenzo Valley Unified School District Properties. Barbeques are not allowed, except with the permission of the site administrator.
- O. Signs. No signs are to be posted except on the day of the event, and must be approved by the site administrator. Following the event all signs must be removed.
- P. Trash Removal. All field user groups are responsible for picking up any litter or debris left on the fields and removing the trash from the site. Failure to comply may result in revocation of permit and additional custodial charges.
- Q. Gambling. Facilities may not be used for any gaming or gambling purposes (e.g. raffles, bingo)
- R. Pets. *Pets are not allowed on school property.* If a pet is on school property and should create any sort of danger or problem, the pet owner will be held responsible.
- S. Improper Conduct. There shall be no improper conduct such as profane language, fighting or behavior deemed publicly inappropriate.
- T. Maximum Attendance. The number of people present shall not exceed the posted seating capacity for rooms used. This is a fire code regulation.
- U. Revocation of Permit. Any violations of law, District policy and/or procedure will result in the immediate revocation of the Use of the Facilities permit and removal of the group from District property.
- V. Violations. Applications will be denied if past use by an organization has resulted in violation of Board Policy, inconvenience for school use, damages to property, consistent lack of supervision, adverse behavior or non-payment of fees.

DEFINITION OF FEE SCHEDULE CLASSIFICATIONS

II. **Renter Classifications**

The priorities and fee structure for renting facilities will be determined by the District for any use of facilities requests other than school district instructional and related activities based on the following classifications. Additional fees beyond rental fees may be required for all users. (See *Appendix A* For Schedule of Fees)

A. No Cost

The Board authorizes the use of school facilities or grounds without charge by local non-profit organizations, clubs or associations organized to promote youth and school activities. Local non-profit organizations are those groups located within and whose members reside within the boundaries of the District. These groups include, but are not limited to, 4-H, Scout Troops, SLV Parent Groups, SLV Boosters, SLV Youth Sports Groups, and school site programs such as Band, Athletics, Drama, etc. (See *Appendix B* for partial list of organizations currently granted free facility use)

B. Direct Costs

Direct cost rent is defined as an estimate of those costs of supplies, utilities, custodial services, building maintenance, services of any other District employees, and salaries paid to District employees as a result of the organization's use of the school facilities and grounds of the District. Users in this classification include

- Civic and service groups whose purpose, through the use of school facilities, is to improve the general welfare of the community, and whose net receipts are expended for welfare of the youth or other charitable purposes (e.g. Rotary, Chamber of Commerce, League of Women Voters, foundations, supervised recreational activities, religious organizations or churches, local governmental agencies, city, county or state services.
- 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 while meeting.

C. Fair Market Rental Value

Fair market rent represents a rate for commercial activity, regardless of where profit is generated within the organization. Any group or individual shall be charged fair rental value when using school facilities as follows

- Rentals where admission or participation 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.
- Rentals which are not directly beneficial to youth, public school activities of the District, or general welfare of the community.
- This fee structure may apply even to "non-profit" organizations where organizers, activity supervisors, coaches, etc., draw salary from the activity or organization, and participation fees are received from students or adults. This group includes retail merchants, dance studios, for profit entertainment, individual or group for profit events.

GUIDELINE FOR SIGNING OUT A DISTRICT KEY

Key requestors must meet the requirements specified in #1 and #2 and consent to the requirements outlined in #3, #4 and #5.

1. The policy of the District does not allow for keys to be signed out to anyone other than a current employee of the District or a community individual sponsoring an activity that benefits the community members of the San Lorenzo Valley. Issuing keys are at the sole discretion of the District.
2. The organization must have a minimum of two (2) consecutive years of history utilizing District facilities without incident.
3. An individual representing the group must be willing to complete a legally binding Key Requestor Sign-Out Agreement. By doing so, the requestor will be agreeing to take full responsibility for any violation of the agreement by the group represented that should occur. This includes the cost of repairs or custodial charges levied by the District.
4. Requestors should be advised before they begin the key sign out process that they will be required to submit a facility use deposit in the amount of \$250 prior to issuance of the key. This deposit is refundable upon completion of the scheduled activity and provided the group meets all the requirements set forth in the key sign out agreement.
5. Requestor should be advised that before they are approved to sign out a key they are required to be finger printed. The requestor will be directed to the District Office Personnel Department for processing. The cost involved (approximately \$65) will be the responsibility of the group represented or the individual requestor.

SAN LORENZO VALLEY UNIFIED SCHOOL DISTRICT
Multi Sports Turf Field and All Weather Track

RULES OF USE

1. **Field use** is by prior approval from SLV High School Facilities Use Director.
2. **Only players, coaches and officials** are permitted on the turf surface. Spectators shall remain outside the fencing at all times, including games and training sessions.
3. **For warm up activities/games**, use the grassy area adjacent to the turf. Warm up activities/games are not allowed on the track.
4. **The group holding the facility use permit will be responsible** for the turf field and/or track during the agreed upon usage hours. Visiting teams must be informed of and agree to all turf and track use field rules prior to engaging in the scheduled activity. The facility use permit holder will be liable for suspension of privileges if turf or track is damaged, or rules of use are not observed.
5. **Only turf shoes, sneakers, or molded cleats** are allowed on the playing field. No cleats other than track cleats are allowed on the track. **NO METAL SPIKED SHOES PERMITTED.** When crossing the track to access the turf field, use the black mats designed for this purpose.
6. **Players and coaches are not permitted** to enter the field area until their approved start time.
7. **Players and coaches must leave the turf area** at the agreed upon end time. Penalties will be assessed for groups that continue to use the field in excess of their designated time.
8. **No littering**—all trash must be removed from the field following use and placed in trash receptacles for disposal.
9. **Everything brought into the turf field and track area** must be removed at the end of your use of the area. This includes all equipment, clothing, water bottles, bags, etc.
10. **No food or drink, other than water**, is allowed on the turf and track surfaces. *In particular, no chewing gum or sunflower seeds are allowed.*
11. **No dogs or other animals** are permitted on school premises.
12. **No smoking or tobacco products** are permitted on school premises.
13. **No spitting** permitted.
14. **No furniture, portable or otherwise**, is permitted on the turf field or all weather track. This includes portable seating, benches, chairs, tables, tents, awnings, etc.
15. **No alcoholic beverages** permitted.
16. **No glass containers** permitted.
17. No **bicycles, motorbikes, strollers, scooters, skateboards, child riding toys, etc.** are allowed on turf field or track.
18. **Concession type sales are prohibited without prior official authorization.** This would include food, beverages, souvenirs, etc.
19. **School teams** will be allowed priority for completion of games which may delay community use.

NOTE: The District reserves the right to shut down the Field as deemed necessary by the Director of Maintenance.

APPENDICES

- A. Fee Structure
- B. ~~Facility Use Fee Categories Defined~~
- C.
 - a. Organizations Granted Free Facility Use
 - b. Organizations Operating Under a Memorandum of Understanding with the District
- D. Key Sign-Out Agreement
- E. Organizations Eligible for Key Sign Out
- F. Application for Use of School Facility
- G. Hold Harmless Agreement for High Risk Activity

SAN LORENZO VALLEY UNIFIED SCHOOL DISTRICT
FACILITIES FEE SCHEDULE

FACILITY	*DIRECT FEE	**FAIR RENTAL VALUE FEE	***ADDITIONAL FEES (Direct and Fair)		
	Hourly Rate	Hourly Rate	Hourly Rate		
Classrooms	\$12.00	\$40.00	Custodial Staff Services		\$40.00
Library (K-5 only)	\$15.00	\$40.00	Food Staff Services		\$35.00
Library (MS/HS)	\$21.00	\$45.00	M&O		\$40.00
Multi Purpose Room	\$24.00	\$60.00			
Doll House (MS PAC)	\$15.00	\$55.00			
GYM (MS)	\$27.00	\$75.00			
GYM (HS)	\$39.00	\$85.00			
Locker Rooms	\$21.00	\$55.00			
Cafeteria w/Kitchen	\$33.00	\$75.00			
Cafeteria only (no kitchen)	\$27.00	\$65.00			
All Weather Turf Field (H.S.)	\$33.00	\$70.00	Fingerprint Fee: \$65.00		
Athletic Fields (Baseball/Soccer, etc.)	\$27.00	\$65.00			
Swimming Pool	\$70.00	\$125.00			
Parking Areas	\$22.50	\$25.00			
Restrooms	\$12.00	\$40.00			
**Performing Arts Center (PAC) – Please see PAC Rental application for fee schedule					

SCHOOL RELATED ACTIVITIES: The District will not charge any fee or cost for school related activities.

LOCAL NON-PROFIT ORGANIZATIONS/CLUBS: The District will not charge a fee to local non-profit organizations/clubs organized to promote youth and school activities, except when the use of the school facility or grounds occurs at a time when District custodians are not regularly scheduled to work (i.e., weekends, winter break, spring break, summer break, or after 8:30 p.m.). In this case, the custodial fee will apply. Local non-profit groups are defined as those located within and whose members reside within the boundaries of the District. Salaries are not drawn for coaches, organizers, sponsors, promoters, etc. from organizations sponsoring the activity/event, or from participation fees.

***DIRECT FEE:** The District will charge at least direct fees for activities by all other local, non-profit organizations, clubs or associations, including religious organizations and those organized to promote youth and school activities, (i.e., civic and service groups, such as the Chamber of Commerce, League of Women's Voters, etc.), whose purpose is to improve the general welfare of the community and whose net receipts are expended for the welfare of the youth or other charitable purposes (such as foundations, supervised recreational activity, religious organizations or churches, local government agencies, City, County or State services. Participation or admission fees may be charged but net receipts are expended for the welfare of the local youth, general welfare of the local community, or for charitable purposes. Direct fees organizations must give back to District students.

Direct Fees cover the Districts cost for supplies, utilities and building maintenance.

****FAIR RENTAL VALUE FEE:** The fair market rental fee represents a rate for commercial activity, regardless of where profit is generated within the organization.

Any group or individual shall be charged fair rental value when using school facilities as follows:

1. Rentals where admission or participation 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.
2. Rentals which are not directly beneficial to youth, public school activities of the District or the general welfare of the community.
3. This fee structure may apply even to "non-profit" organizations where organizers, activity supervisors, coaches, etc., draw a salary from the activity or organization, and participation fees are received from students or adults.

Direct Fees are included in the Fair Rental Fee.

*****ADDITIONAL FEES:**

If an activity is scheduled on a school day and ends no later than 8:30 pm. the custodial & restroom fee will be waived.

Custodial fees may apply if an event/activity occurs after 8:30 p.m. or during non-school days (i.e., weekends, winter break, spring break, summer break).

Tournament: When an organization under Local or Direct Fee is hosting a tournament of 4 or more teams in which fees are charged to visiting teams, Direct Fees will be applied including custodial and restroom fees.

INSURANCE REQUIREMENTS: All users must submit a certificate of liability insurance coverage in the amount of \$1,000,000 combined single limits, with the District named as an additional insured at least seven days prior to using any SLVUSD facility. **The insurance certificate must contain the following statement:** "The insurance provided does not contain any exclusions and/or limitations of coverage for mental, physical, emotional and/or sexual abuse including molestation."

SAN LORENZO VALLEY UNIFIED SCHOOL DISTRICT

NOTE: The following lists are subject to change at any time.

ORGANIZATIONS NOT TO BE CHARGED FACILITY USE FEES

The following groups are local and have been established as non-profit. They will not be charged fees other than custodial if they meet certain requirements under Additional Fees .

LOCAL 4H

AMERICAN RED CROSS (LIFEGUARD TRAINING)

CUB SCOUTS/BOY SCOUTS

BROWNIES/GIRL SCOUTS

SCHOOL SITE PARENT/BOOSTER CLUBS (*i.e., BCE Parent Club, SLV Drama Boosters, SLV Music Boosters, Panther Club, SLV Grad Night, etc.*)

SANTA CRUZ COUNTY ELECTIONS DEPT.

SANTA CRUZ MOUNTAINS ART CENTER

SLVMS ATHLETICS

YMCA (*Short-term facility use*)

ORGANIZATIONS OPERATING UNDER A MEMORANDUM OF UNDERSTANDING WITH THE DISTRICT

A memorandum of understanding with the District supersedes the standard School Facilities Use Policy.

SLV GIRLS SOFTBALL

SLV LITTLE LEAGUE

SLV YOUTH *Basketball*

SV-SLV SOCCER CLUB *Field Use Only*

**KEY SIGN OUT SECURITY AGREEMENT
FOR USE OF SAN LORENZO VALLEY UNIFIED SCHOOL DISTRICT FACILITY**

APPENDIX D

(This form will only be issued with prior approval of a Request for Facility Use form and evidence of property and liability insurance naming the San Lorenzo Valley USD as additional insured for the dates/times specified on the request)

For Office Use – Please check one:	FINGERPRINTS ON FILE <input type="checkbox"/>	FINGERPRINTS REQUIRED <input type="checkbox"/>
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Date of Key Request: _____ Date of Key Return: _____

Site: _____ Building/Room #: _____

Name of Responsible Individual : _____

Physical Address: _____ City _____ State _____ Zip _____

Phone Numbers: (Home) _____ (Work) _____ (Cell) _____

Drivers License Number: _____ Exp. Date: _____ Social Security Number: _____ XXX-XX-
(Last 4 digits only)

References:

1. Name _____
Address _____
City _____ State _____ Zip _____
Phone: _____

2. Name _____
Address _____
City _____ State _____ Zip _____
Phone: _____

Name of Group or Organization Represented: _____

Nature of Facility Use: _____

Specified DATES and TIMES the facility will be in use by your group:

The purpose of this key policy is to protect the property of the San Lorenzo Valley Unified School District. Security is an important feature in the processing of the request for keys. The following are security regulations that the individual responsible for a District key must adhere to. Please be aware that by signing this agreement you will be held personally responsible should any of the following occur. In addition, violation of any of the conditions listed below will result in the immediate revocation of your groups facility use permit, forfeiture of key deposit, and all future facility use requests by the group you represent will be denied.

- A \$250.00 deposit is required to sign out a District key. This deposit is refundable when the key is returned and if all the assigned conditions specified in this document have been met.
- Use by your group must be restricted to the area specified on the Request for Facility Use Agreement.
- Use by your group must be restricted to the dates and times specified on the Request for Facility Use Agreement.
- Lost or stolen keys must be reported immediately to the site administrator. You will be held responsible for the cost of key replacement or re-keying of the facility. If the cost to accomplish this is not covered by your key deposit you will be responsible for any charges above and beyond that amount.
- Do not loan out your key to anyone. You are the only person who should be in possession of the key.
- If you fail to return the key within 3 days of your group’s final date of use, your deposit will be used to re-key the facility.
- Do not duplicate the key.
- If the facility you are using has a security alarm, you will be assigned a security code to disable and enable the alarm upon entering and leaving the building. If you, or anyone in your group, set off the alarm, by accident or on purpose, it will be your responsibility to cover the cost involved with law enforcement or District official response. If you, or anyone in your group, tampers with or damages the alarm panel you will be held liable for the costs involved to repair or replace it.
- Do not share the alarm code with anyone. You, the key holder, are the only person who should have this information. To do so is breach of this key security agreement.
- Prior to locking up the facility remove all trash and debris generated from use of the building by your group. The area you are using may have specific requirements for its overall condition before you leave. If so, these requirements will be specified by the site facilities use person and must be adhered to as defined by them.
- If losses to the District of any kind should occur as a result of your failure to comply with the conditions outlined in this agreement, or negligence by your group, you will be held accountable for the costs involved with recovering the losses.

By Signing below the above named responsible individual understands and agrees to accept responsibility for any key/s issued in their name and must have a copy of this agreement in their possession at all times while the facility is in use by their group.

Responsible Individual: _____

Authorized By: _____

**LIST OF GROUPS CURRENTLY ELIGIBLE FOR KEY SIGN OUT WITH DISTRICT APPROVAL
AND SECURITY DEPOSIT:**

1. SLV Youth Basketball
2. Valley Sports Camp – Youth Basketball Summer Camp
3. Calvary Church

Telephone Numbers: (831) Area
 SLV High School.....335-4425
 SLV Middle School.....335-4452
 SLV Elementary School.....335-4475
 Boulder Creek Elementary.....338-6413
 SLV District Office.....336-9672
 Maintenance Dept.....335-3464

SAN LORENZO VALLEY UNIFIED SCHOOL DISTRICT
325 Marion Avenue
Ben Lomond, CA. 95005
APPLICATION FOR USE OF SCHOOL FACILITIES

Date of Request

Note: A certificate of insurance naming the San Lorenzo Valley Unified School District as additional insured for the dates/times of the event must accompany this application for use of school facilities. The certificate of insurance needs to include the following statement: "The insurance provided does not contain any exclusions and/or limitations of coverage for mental, physical, emotional and/or sexual abuse including molestation". All information must be furnished and insurance certification received before application can be processed. Applications must be presented to the site not less than 10 working days prior to the event/activity. Payment for use of District facilities must be made no less than 5 working days prior to the event/activity. Checks should be made payable to San Lorenzo Valley Unified School District.

SCHOOL SITE REQUESTED _____ Facility Requested _____
 ORGANIZATION REPRESENTED _____
 Date/s of Use _____ Time of Use _____
 Title & Description of Activity/Event _____ Expected Attendance _____

Note: All answers to the following questions must be in italic/underline to qualify for no rental fees

-Is the organization represented non-profit? YES NO
 -Will fees, donations, or contributions be accepted for this event? YES NO
 -Is this a local organization (*within the boundaries of the San Lorenzo Valley School District*)? YES NO
 -Is there a 3rd party contract or arrangement with a for-profit individual or organization? YES NO
 If YES what is the name of the individual or organization? _____
 -Does this event promote activity for local youth or contribute to the general welfare of the community? YES NO
 -Are salaries/payments drawn for coaches, organizers, sponsors, etc., from the organization sponsoring the event/activity? YES NO

(Please check fee category that applies to this request)

NO RENTAL FEES: There are no rental fees for facility use for those groups that fall into this category. To qualify, the group/organization must be non-profit (**IRS non-profit determination letter required**) local (**participants resides within the boundaries of the San Lorenzo Valley Unified School District**), promote activity for local youth, no admission fees are charged, no salaries/payments are drawn for coaches, organizers, sponsors, promoter, etc. from the organization sponsoring the event/activity. *Groups that fall into this category are: 4-H, Scout Troops, Youth Sports Groups, Parent Groups, Booster Clubs and all school site programs such as Band, Drama and Athletics.*

DIRECT COST FEES: Applies to all other non-profit, local organizations, groups, clubs or associations, organized to promote youth and school activities where participation or admission fees are charged and the net receipts are expended for the welfare of the local youth, community or charitable purposes. *Groups that fall into this category are: supervised recreational activities, foundations, religious organizations, churches, local government agencies, city, county or state services.*

FAIR RENTAL VALUE FEE: May be profit or non-profit but the activity/event is commercial in nature. Admission or participation fees are charged and contributions are not expended for the welfare of the students of the District or for charitable purposes. The event/activity does not directly benefit the youth, public school activities or the general welfare of the local community. Salaries, wages, or payments are drawn from the organization sponsoring the event/activity for coaches, sponsors, event organizers, supervisors, etc. *Groups include: Retail merchants, dance studios, for profit business or entertainment.*

Rental Fee: No. of days _____ X No. of hours per day _____ = Total Hrs. _____ X Per Hour Rental Fee _____ =	\$ _____
Deposit Fees (If applicable):	\$ _____
District Staff Services (i.e. custodian, food staff, technical services staff, administrative staff)	\$ _____
Misc. Charges (Define): _____	\$ _____
TOTAL CHARGES:	\$ _____

STATEMENT OF RESPONSIBILITY: As the applicant for this event/activity, I agree to be personally responsible for the organization/group I am representing by being present at the event/activity, adhering to all the rules and regulations governing the use of District facilities, and accepting personal liability for any and all claims, damages, or expenses generated from this event/activity. I will ensure on-time payment as facility access will not be granted until payment has been received. I agree to enforce the rules, regulations and policies of the San Lorenzo Valley Unified School District governing the use of school premises.

STATEMENT OF ACCEPTANCE: As the applicant, and as representative of the individuals of the organization/group on whose behalf I am making this application, it is agreed that we will uphold the state and federal constitution and do not intend to use school premises to commit illegal acts or crimes, including those defined in Penal Code Sections 11400 and 11401. It is also assured that the applicant and organization/group represented, and the activities associated with the group, provide equal opportunities for all.

HOLD HARMLESS AGREEMENT: It is agreed that the San Lorenzo Valley Unified School District, its Governing Board, individual members, District officers and employees will be held free and harmless from any loss, damage, liability, cost or expense that may arise during, or be caused in any way by our use or occupancy of school property.

THE DISTRICT RESERVES THE RIGHT to rescind a permit if unforeseen and unavoidable school activities should occur, or as deemed necessary and appropriate by the Director of Maintenance or the Superintendent of Schools.

The above statements are made under the penalty of perjury. The undersigned is familiar with and will abide by the rules and regulations governing the use of San Lorenzo Valley Unified School District facilities. It is also understood that a violation of any part of this agreement will result in the revocation of the facility use permit, and the applicant and organization/group represented may be denied future use of District facilities.

I fully understand and agree to the terms and conditions for use of San Lorenzo Valley Unified School District property and facilities

Signature of Responsible Person: _____ Date Signed: _____
 Print Name of Responsible Person _____ Group Association Title _____
 Address _____ City _____ State _____ ZIP _____
 Home Phone: _____ Work Phone: _____ Cell Phone: _____
 EMAIL ADDRESS: _____

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APPROVALS:	
Site Calendar Supervisor _____	Athletic Director _____
Site Principal _____	Director of Maintenance _____

San Lorenzo Valley Unified School District

HOLD HARMLESS AND 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 San Lorenzo Valley Unified 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 or 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 or 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 attorneys' fees imposed or incurred by the District because of the Applicant's use or occupancy of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees.

I UNDERSTAND THIS AGREEMENT SUPERSEDES AND REPLACES ANY OTHER HOLD HARMLESS AND INDEMNIFICATION AGREEMENT(S) RELATIVE TO USE OF DISTRICT FACILITIES.

Signature

Date