

Tracy Unified School District

# Community Use of School Facilities



**1875 W. Lowell Avenue  
Tracy, CA 95376**



**TRACY**  
UNIFIED SCHOOL DISTRICT

**Facility Use Department  
Tel (209) 830-3297 / Fax (209) 830-3269  
[ceverhart@tusd.net](mailto:ceverhart@tusd.net)**

**Updated July 1, 2019**

**AR 1330.1 Community Relations**  
**Table of Contents**

<b>Purpose and Scope</b>	<b>1</b>
<b>General</b>	<b>1-3</b>
<b>District Review of Applications</b>	<b>3-5</b>
<b>Non Profit Status</b>	<b>5</b>
<b>Payment of Fees</b>	<b>6</b>
<b>Use Permit</b>	<b>6</b>
<b>Revocation</b>	<b>6-7</b>
<b>Damage to School Property and Liability</b>	<b>7</b>
<b>Use of School Facilities Tier Descriptions</b>	<b>8-11</b>
<b>Fees for Use of School Facilities</b>	<b>11-14</b>
<b>Civic Center Use Fees and Fee Schedule</b>	<b>15-20</b>
<b>Purpose and Binding Effect</b>	<b>21</b>
<b>Definitions</b>	<b>21</b>
<b>General Provisions</b>	<b>22-24</b>
<b>Administration of Agreement</b>	<b>24</b>
<b>Limitations</b>	<b>25-27</b>
<b>School Equipment</b>	<b>28</b>
<b>Insurance</b>	<b>28-29</b>
<b>Complaint Procedure</b>	<b>29</b>
<b>Financial</b>	<b>29-31</b>
<b>Declaration</b>	<b>31-32</b>
<b>High School Stadium Rules</b>	<b>33-35</b>
<b>Maximum Occupancy and Parking Lot Chart</b>	<b>36</b>
<b>Types of Fields Chart</b>	<b>37</b>
<b>Theater Policy and High School Theater Questionnaire</b>	<b>38-39</b>
<b>Check-In and Check-Out List</b>	<b>40-41</b>
<b>In-Kind Services</b>	<b>42-43</b>

## **Use of School Facilities**

### **A. Purpose and Scope**

The Superintendent shall maintain application procedures and regulations for Civic Center use of school facilities and grounds, which:

1. Preserve order in school buildings and on school grounds, and protect school facilities. If necessary, a person may be designated to supervise this task.
2. In accordance with Appendix A of this Administrative Regulation, district staff shall ensure that the Civic Center use of facilities or grounds is consistent with the use of the school facilities or grounds for school purposes and does not interfere with the regular conduct of schoolwork.
3. Encourage and assist groups desiring to use school facilities and groups for approved Civic Center activities.
4. Provide guidelines and procedures for the prioritization, scheduling, pricing, and rules for community rental of school district facilities serving the residents of the Tracy Unified School District (District).

### **B. General**

*The Use of District facilities shall not be granted to individuals or unrecognized groups for personal or private functions.*

The District's Facility Use Department is responsible for handling the reservation process for all District facilities. **Do not contact schools directly for any reason.** For information about submitting a request to use District facilities, contact the Facility Use Department by calling (209) 830-3297 or visit 1875 W. Lowell Avenue. **Setting up an appointment is recommended.** We do not accept tentative reservations.

The District requires all groups, societies, organizations, clubs, associations, or other persons or entities (collectively referred to as "Applicants" and/or "Users" in this Administrative Regulation) who apply for use of school facilities or grounds to complete, sign and submit the following:

1. Completed online Request for Use of School Facilities (Terms and Conditions), available here: <https://www.tracy.k12.ca.us/businessservices/SitePages/FacilitiesRentals.aspx>, and which includes User's acknowledgement of, and agreement to Board Policy 1330 and this Administrative Regulation, AR 1330.
2. Original Certificate of Insurance or Endorsement

3. Written authorization from Applicant or Applicant's duly authorized representative to submit the Application and enter into an agreement to use District facilities on behalf of Applicant if Applicant is a group, society, organization, club, association, or other entity, as described below.

The foregoing items are collectively referred to as the "Application" in this Administrative Regulation.

If at any time an Applicant has a specific question concerning the rental of our facilities, please contact the District at (209) 830-3297, (209) 830-3230, or (209) 830-3265.

District Office Location: **Tracy Unified School District**  
**1875 W. Lowell Avenue**  
**Tracy, CA 95376**

District Business Hours: **Monday-Friday 8:00 a.m. to 5:00 p.m.**  
**Closed Weekends and Holidays**

Website: [www.tracy.k12.ca.us](http://www.tracy.k12.ca.us)

The Governing Board designates the Director of Buildings, Maintenance & Facility Use to manage all aspects of community rental of school district facilities. The Director of Buildings, Maintenance & Facility Use shall be responsible for the coordination and interpretation of the policies and regulations regarding the use of the District facilities. The District and its school sites have priority use of District facilities over outside requests for rental.

Article 3.3 & 3.4 of the Master Agreement between District and the California School Employees Association (CSEA) prohibits the use of volunteer, non-paid workers and students from conducting work normally or customarily performed by CSEA employees unless formally reviewed and approved in advance. This applies to use of kitchen facilities and food services equipment.

All Applications for use of District facilities shall be submitted to the District via the District's online Application system (available at <https://tracyusd.civicpermits.com>), and shall be completed in accordance with District Board Policy 1330 and this Regulation. In the event the District's online Application system is not available, all Applications for use of District facilities shall be submitted to the District's Facilities Use Department in person or by mail.

Applicants, and duly authorized representatives of Applicants applying on their behalf, must be over the age of 18. Any person applying for use of school property on behalf of any society, group, organization, club, association, or other entity shall be an officer or authorized representative of the Applicant group and shall present written authorization from the Applicant group to submit the Application and enter into the Facilities Use Agreement on behalf of Applicant. Applicants applying for use of school facilities or grounds shall submit materials required to assure the Board that the Applicant upholds the state and federal constitutions and does not intend to use school facilities or grounds to commit unlawful acts. The Application Materials must be provided

by the District no less than 30 days and no more than six months in advance of the requested use. Applicants must submit a separate Application for each District facility or grounds the Applicant is requesting to use. Applicants must also submit the required Certificate of Insurance with their Application and all appropriate questions and blanks on the Application must be completed. District shall require Applicant to submit documentation providing sufficient proof, in District's discretion, that Applicant meets the required Category of Use qualifications applicable, as set forth in Board Policy 1330.

A copy of the Board's policy and regulations governing use of school facilities, including the Terms and Conditions, is made available to all persons or groups requesting use of District facilities or grounds via the District's Board website at:

<https://www.tracy.k12.ca.us/businessservices/SitePages/FacilitiesRentals.aspx>, the District's online Application page, and shall also be issued to Applicants upon request.

***Applicants are required to read and agree to District's terms and conditions set forth in the Terms and Conditions, BP 1330, E (1) 1330, E (2) 1330, and this Administrative Regulation before submitting a completed Application.***

Applicants must contact the District's Facilities Use Department for confirmation of receipt of their request. Incomplete Applications will be returned to Applicant for completion. Late Applications may be denied. Applicant is solely responsible for the timeliness and completeness of its Application submitted to District.

### **C. District Review of Applications**

1. The Facility Use Department is your only point of contact and reviews your application through the school site to secure your reservation. Do not contact the school sites directly. Only designated employees are allowed to approve any facility usage, do not contact coaches or teachers, etc.
2. Applications are processed on a first come, first serve basis during the current school year. If multiple applications are submitted/received at the same time TUSD staff members and potential renters will meet to resolve conflicts as much as possible.
3. Sports Organizations - Organization comprised of at least 80% City of Tracy residents may be established for priority scheduling using rosters. YOU will be required to provide rosters each season that must include full name, home address and phone number contact information for your board, each team head coach and each youth participant.
4. Facility users will be charged a Non-Refundable Administrative Processing Fee for any amount of applications submitted each day. The fee is required within 3 days of submitting the application before it will be processed. If the fee has not been paid within 3 days, the permit will be denied.
5. Any person applying for the use of property on behalf of any group shall be a member of such applicant group and, unless he/she is an officer of such group, must present written

authorization to represent the group and/or by someone at least 21 years of age. Once date(s) have been secured Facility Use department will prepare an invoice for payment and is due at least two weeks prior to use unless other arrangements have been approved. All conditions including insurance hold harmless, payment, security deposit, must be met in a timely manner prior to receiving an approved permit.

6. A permit must be submitted in Civic Permits online software program to request a facility. If applying for more than one school at a time, one Permit per school is required.
7. If requesting ranges or multiple dates – complete a permit for each separate month. Attachments with requested schedules will not be accepted.
8. If an organization rents District facilities on a regular basis, they must reapply each school year prior to the end of the current school year.
  - a. **Additional Conditions.** In accordance with Education Code sections 38131 and 38133, the Facilities Use Department, M&O Director, principal or site administrator, Superintendent, or designee may, at the District’s discretion, include written conditions of approval as deemed necessary, including, without limitation, that on-site security, District personnel attendants, additional custodial, and/or parking attendants be provided by District, at the users' expense, in order to maintain the health and safety of participants, neighbors and community members, protect school facilities, grounds and equipment from damage or abuse, ensure the regular conduct of schoolwork and district programs are not infringed upon or interfered with, and preserve order in school facilities and on school grounds. This includes ensuring that parking is monitored and violations are prevented, that noise requirements are met, and that District property is not damaged or vandalized. Such additional conditions shall be included as part of the Use Agreement. If the Application is approved with additional conditions, District’s Facilities office shall notify Applicant of the conditions of approval. The Application shall not be deemed approved without Applicant’s written consent to the conditions of approval.
  - b. **Availability.** If a requested use of a District facility or grounds exceeds availability, use shall be granted on a first-come, first-serve basis and in accordance with the District’s Priority of Use, and District shall have no obligation to make the facility or grounds available for all requested uses. Use of District facilities and grounds is subject to availability.
  - c. Schools are generally not available for rental during the following periods: the first and last two weeks of the school year (limited use only); July 4<sup>th</sup>; Labor Day; Veteran’s Day; Thanksgiving Day & the day after; Christmas Day; George Washington, Abraham Lincoln, and Martin Luther King birthdays; Good Friday and the Monday after Easter; Spring Break (limited use only); Memorial Day and Summer months (limited use only).
  - d. **Application Submittal Deadlines (School Year July 1 – June 30):**

- i. Activities scheduled for June, July and August. To allow time for school site staff to process applications for activities scheduled during the months of June and July applications must be submitted prior to May 1st of that current calendar year.
- ii. Activities scheduled for months other than June, July or August. Applications for activities scheduled during any other months of the year must be submitted on or after July 1 of the fiscal year in which the activity will occur. Activities scheduled during August and May, the first and last months of the school year, must allow more time for processing especially at the high schools. Applications for activities several months in the future will not be processed until the school has all of their activities posted. To allow sufficient time for processing, requests for activities should allow at least 30 days for approval. New renters should allow more time.
- iii. If your permit is approved, renters must carry the Facility Use Permit issued by the District at all times when on any District premises and must present an approved Facility Use Permit to District custodial, administrator or certificated staff for facilities to be opened for each day of rental. District does not accept proof of approved Facility Use Permits from cell phones.

**e. Deposits:**

- i. All outside facility renters are required to pay a \$500.00 Security Deposit by cashier's check made payable to the District prior to use. Your security deposit will be refunded to you within 30-60 days after your scheduled use if the hours of use did not exceed those paid for and agreed upon in the approved permit, no additional custodial staff time required to clean to specification or repair the facility, there are no fee issues or damage to the facility you are renting. If your organization is approved to rent a grass field that requires a gate key – you are required to fill out Gate Key Request form and submit \$200.00 gate key cashier's check deposit made payable to the District. The check will be returned after gate key is returned.
- ii. The renter, as indicated on the Application agrees to be present for the duration of the event as listed on the approved permit. The renter shall be responsible for the security, control and supervision of all persons in attendance of their event during the use of District facilities. The District shall require security as a condition of use whenever it is deemed to be in the District's best interests. A District custodial employee will be assigned and be present at all times at high school stadiums. The organization shall never leave a rented building or stadium unattended and will be held financially responsible in the event of loss or damage to District property.
- iii. The Facility Use Department will only work with the appointed authorized representative of an organization. Organizations should provide a list in writing designating those representatives authorized to submit applications in their name, or to make changes or additions in their absence of the original requester. Organizations must inform their participants, coaches and parents not to contact the facility use department to secure facilities. All scheduling goes through the organization's authorized representative.

9. All users must provide proof of Non-Profit Status for Tier 2-5 or user will be charged as a Tier 6. An applicant may show that it is a nonprofit organization by any of the following means:
  - a. Proof that the Internal Revenue Service currently recognizes the applicant as an organization to which contributions are tax deductible under section 501(c)(3) of the Internal Revenue Code;
  - b. A statement from a State taxing body or the State attorney general certifying that:
    - i. The organization is a nonprofit organization operating within the State; and
    - ii. No part of its net earnings may lawfully benefit any private shareholder or individual;
  - c. A certified copy of the Applicant's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the Applicant; or
  - d. Any item described in paragraphs a, b, or c of this section if that item applies to a State or national parent organization, together with a statement by the State or parent organization that the applicant is a local nonprofit affiliate.

#### **D. Payment of Fees**

Fees shall be charged in accordance with fee schedule described below. The actual amount charged will be pursuant to the District's Civic Center Use Schedule of Fees ("Fee Schedule") as set forth in appendix B of this Administrative Regulation.

The District Facilities Use Department shall provide Applicant with an invoice for cost of use of the facilities or grounds set forth in the approved Application in accordance with District's Fee Schedule. YOU have 72 hours to review invoice and report discrepancy. Applicant's payment of fees is due ~~immediately upon receipt of invoice~~ no later than the assigned due date. District reserves the right to cancel any Use Permit or deny future applications for use of facilities or grounds due to Applicant's failure to pay fees when due.

There will be no refunds for cancellations made by Applicant within seven (7) days of the scheduled use.

#### **E. Use Permit**

The terms and conditions of the District's Fee Schedule, Board Policies, Administrative Regulations, the approved Application, including Use Agreement, Certificate(s) of Insurance, and Terms and Conditions of Use, and the attachments thereto, are incorporated into, and are a part of, the Use Permit.

Issuance of a Use Permit for District facilities, grounds, and/or equipment shall not be construed as a representation or warranty by District as to the suitability or fitness of the facility, grounds, and/or equipment for Applicant's particular use or purposes.

Approved scheduled uses shall be entered on District's online community use calendar. The principal or school site administrator (and/or Director of MOT or Facilities Use Department, if

applicable) shall notify involved school personnel and assign staff, as appropriate, to facilitate Applicant's use pursuant to the Use Permit.

Once Applicant has paid to the District the required fees for the use of the facilities or grounds, an automated acknowledgment of payment shall be transmitted ("Use Permit").

## **F. Revocation**

Violations of any of the conditions noted above or in the Districts Facilities Use Agreement (Appendix C of this Administrative Regulation) or the District's Terms and Conditions shall be sufficient grounds for immediate revocation of the Use Permit for use of such school facilities, grounds, and/or equipment. In the event of such revocation, all persons so affected shall immediately vacate the school facility. In addition, violations of any of the above conditions may include fee/fines and the suspension or denial of future use of the school facilities, grounds, and/or equipment. Unauthorized use of school facilities, grounds, or equipment, as well as any violation of the terms and conditions of the Use Permit, Facilities Use Agreement, district's Board Policies, Administrative Regulations, Attachments thereto, or other applicable federal, state, or local law, rule, regulation, requirement, or ordinance by any User, or participant of the User, during use shall likewise be sufficient cause for cancelation and termination of the Use Permit and denial of future use of school facilities, grounds, or equipment by the User or participant of the User.

While the district encourages community use of District facilities and grounds, the Board or the Superintendent may, in their sole discretion, exclude certain facilities from non-school use for safety and security reasons. Facilities excluded from community use include, without limitation:

1. The District shall not grant use by non-school personnel of school or District offices or computer rooms, which may contain confidential records or information.
2. The District shall not grant use of classrooms or other facilities, which may contain hazardous chemicals or equipment that cannot be used safely without special knowledge or skills.

## **G. Damage to School Property and Liability**

1. Civic Center Users of school facilities, grounds or equipment shall be liable for any damages to property caused by the activity of the User or its participants. The District shall charge User the amount necessary to repair any damages, and may cancel and terminate the Use Permit on such grounds and/or deny the User further use of school facilities, grounds, and/or equipment.
2. Users of school facilities, grounds, or equipment shall be liable for any injuries resulting from its negligence during such use. The User shall bear the cost of insuring against this risk and defending itself against claims arising from this risk in accordance with Appendix C (Facility Use Agreement).

3. In the event of any accident, injury, or damage to property, such accident, injury, or damage to property shall be reported immediately to District staff, and an "Incident/Accident Report" shall be completed by the authorized user group within 24 hours and submitted to the District Facilities Use department.

This Administrative Regulation supersedes and replaces all previous Administrative Regulations regarding this issue.

Regulation TRACY UNIFIED SCHOOL DISTRICT

**ADOPTED:** July 2019, Tracy, California

**REVISED:** May 29, 2019

**Community Relations**

**Appendix A 1330**

## **USE OF SCHOOL FACILITIES**

Groups requesting use of District Facilities shall fall into one of six general tiers, with sub-tiers associated with Tier 1. Tiers are organized from highest priority to lowest priority with Tier One having the highest priority and Tier Six having the lowest priority. Likewise, Tier 1 represents a higher priority than Tier 1A, and Tier 1A represents a higher priority than Tier 1B. District or school-related activities (e.g., educational programs or activities related to the instructional and educational programs of the District, regular conduct of schoolwork, in-school or school related uses such as student clubs, class events, etc.) shall be given priority in the use of facilities under the Civic Center Act.

Thereafter, the use of facilities shall be coordinated by the Superintendent or designee based on a first-come, first-served basis. However, if two or more applications requesting the same facility are received prior to issuance of a Use Permit for that facility, priority shall be given, in the District's discretion, in the order described in the section below.

### **Tier 1: EDUCATION OF DISTRICT STUDENTS**

1. Curricular, co-curricular, and extra-curricular school events of any official Tracy Unified School District course, team or activity group (provide list), and no participation fee is charged.
2. Also, co-curricular and extra-curricular events involving Tracy Unified School District students from schools other than the sponsoring school, and from which all proceeds are collected into and expended from the school site Associated Student Body fund, and at which the custodial costs are mitigated by a District administrator or certificated employee opening, closing, and ensuring the facility is cleaned, and from which all proceeds go to the school site for use, and at which all labor, including any coaching, is voluntary and not paid.
3. Events officially sponsored by the School Board in support of the District's Service Learning Program, and at which the custodial costs are mitigated by a District administrator or certificated employee opening, closing, and ensuring the facility is cleaned, and for which no heating,

ventilation, or air conditioning is to be provided. For example, CSU Stanislaus and Notre Dame de Namur University teacher credential program for developing new public school teachers.

4. And, Official Board Approved school parent club, booster club, PTA, and District sponsored foundation meetings in which only non-risk activities take place. (High-risk activities include athletic events, outside vendors, cooking, serving food, dancing, etc. Note extreme hazardous risks include: trampolines, bungees, and jumping devices, fireworks viewing, aircraft, parachutes, domesticated or wild animals, rodeo, racing, circuses. These extreme high-risk uses require additional insurance as described later in the insurance section of Appendix B. Food and fund raising vendors must be appropriately licensed and have insurance which includes a certificate designating the District as an “additional insured”.)
5. The Tracy Learning Center for **CIF regulated** student athletic events that cannot reasonably be conducted at their own facilities, and which do not conflict with Tracy Unified School District scheduled curricular, co-curricular, and extra-curricular events. The charter school is expected to pay for all the additional costs that are required for using a facility, e.g. custodians at football games.

*Example: Adult Education program, High School Athletic teams, debate, drama, IB, Ag, FFA, AP, choir, band, space and engineering academy, employee associations, etc., parent clubs, parent teacher associations, school community advisory groups, Migrant Education, US Census Bureau, and City of Tracy DARE Program. School Sites are required to submit all facility use activities before and after regular school hours including weekends, plus at any time a vendor is invited onto district property.*

**Tier 1A: EXTRA CURRICULAR SCHOOL EVENTS, SCHOOL FUNDRAISERS AND COMMUNITY SUPPORT requiring proof of insurance**

1. Associated Student Body (ASB) Fundraiser for high school athletic team approved by Athletic Director and Principal. The two primary goals are to raise funds for a high school athletic team, and to provide athletic instruction to Tracy Unified School District K-12 students only. Two-week time limit. Cannot lead to competitions outside the scope of the instructional camp. All competitions and contests take place within the confines of the camp and do not include participants or competitors from outside the camp. These camps are clearly differentiated from youth teams and clubs and are in no way intended to be youth feeder programs.
2. The Annual Relay for Life Event. TUSD will not be responsible for out of pocket cost for this event, including equipment, portable lighting, paid staffing or overtime. District will jointly coordinate the event.
3. In addition to these uses, and because it is considered the civic duty of the school District, Tracy Community Council of United Way meetings conducted during the normal work day, the San

Joaquin County Registrar of Voters election polls, Brighter Christmas, and Delta Blood Bank and for which there are no costs to the District are included in this tier.

*Example: Official Board Approved Parent & Booster Clubs and PTA, THS Football Camp, WHS Basketball Camp, KHS Jr. Jaguar Basketball Camp, WHS Cheer Camp, Relay for Life, Brighter Christmas, Delta Blood Bank, College Board, Grant Providers, Tracy Breakfast Lions and Tracy Tank Town Lions for TUSD high school games.*

**Tier 1B: HIGH SCHOOL TEAMS EXTENDED SEASON THROUGH AN OUTSIDE AGENCY with requirements**

1. Outside sports agency for TUSD high school students offered no more than one time per year per sport and approved by Athletic Director and Principal. Participants are limited to current TUSD 9-12 grade students at any high school and must be CIF compliant – proof of outside agency status and observance of dead period must be provided to the site Athletic Director by varsity head coach. Program must be run by the stipended high school coach. Program must provide facility use department with roster of participants.

Example: Any outside sport agency league.

**Tier 2: NON-CURRICULAR DIRECT SUPPORT OF DISTRICT STUDENTS**

1. City sponsored after-school programs during the normal school year of each school, and which provides daycare and other services to TUSD K-8 students covered by the District insurance policy. American Red Cross and for mass care welfare shelters during disasters or other emergencies affecting the public health and welfare.
2. ~~Official school parent club and PTA activities in which high-risk activities take place.~~

*Example: City After School programs, Boys and Girls Club, ~~Girl Scouts, Boy Scouts~~, Campfire Girls, 4H, American Red Cross Shelter, Tracy Community Council of United Way events for public health and welfare, Sister City Schools.*

**Tier 3: NON-CURRICULAR INDIRECT SUPPORT OF DISTRICT STUDENTS**

1. Non-curricular events, programs, services and activities, sponsored by a non-District non-profit organization (Kiwanis, Lions, Rotary, Educational Services Testing (ETS), ACT (American College Test), etc. provide list) in which participants are NOT covered by the TUSD insurance

policy and from which proceeds are returned to schools or scholarships for students in schools in the form of donations. Users in this tier must provide

2. An accounting of revenues, expenditures, and donation amount to serve as a back-up document validating that proceeds are being returned to schools.
3. Official Board Approved school parent, booster club and PTA

*Example: Girl Scouts, Boys Scouts, Delta College, Lion's All Star football game, Tracy African American Association.*

#### **Tier 4: YOUTH RECREATION**

1. Supervised youth recreational activities sponsored by official youth non-profit organizations, leagues, or the City of Tracy, and serving the residents of the Tracy Unified School District, and for which participants are charged no more than an average of \$60 per month.

*Example: Football (Bulldogs, Cougars, Buccaneers), Baseball & Softball (Little League, Babe Ruth, Tracy Express, Delta Charter), Soccer (TYSL), Swim Clubs, (Tritons), Basketball (National Junior Basketball, Spartans), City Summer Day Camp, City Art Camp, City of Tracy Hoops Program.*

#### **Tier 5: OTHER NON-PROFIT USES OF FACILITIES**

1. Adult recreational activities sponsored by official non-profit organizations or leagues, or the City of Tracy, and serving the residents of the Tracy Unified School District.
2. Administration of examinations for the selection of personnel by public agencies.
3. Conduct of religious services for temporary periods (renewal at least annually) on a one-time or a renewable basis, by any Tracy-based church or religious organization that has no suitable meeting place for the conduct of services.

*Example: Official Board Approved Parent, Booster Clubs and PTA, Tracy Adult Soccer, State & Federal Government, McHenry House, University of San Diego for Teacher Staff Development programs, Tracy Interfaith Ministries, Sutter Hospital, Churches, McHenry House "Kids in a Box", fundraising activities and meetings in preparation for Relay for Life, supervised youth recreational activities sponsored by official youth organizations or leagues, serving youths who live inside the boundaries of the Tracy Unified School District.*

#### **Tier 6: FOR PROFIT ORGANIZATIONS OR NOT FOR PROFIT ORGANIZATIONS SCHEDULING ACTIVITIES IN WHICH A PARTICIPATION, ADMISSION, OR ENTRY FEE IS CHARGED**

1. As per Education Code 38134 (e), entertainment, functions or meetings where admission fees are charged or contributions are solicited and where the net receipts are not expended for the

welfare of the pupils of the District, or for charitable purposes, a charge shall be levied for the use of school facilities or grounds which shall be equal to fair rental value.

*Example: Starlight Studios, The Company Fine Arts Academy, Jump Into Math, Studio One, private colleges, private business, CDI, Utility Companies, Chamber of Commerce fireworks, USA Volleyball, University of San Diego for non-teacher staff development programs, Saint Mary's, University of Laverne.*

## **F. Fees for Use of School Facilities**

The cost of making District facilities and grounds available shall be borne by the user in accordance with the Civic Center Act. All groups granted use of school facilities or grounds under the Civic Center Act shall be charged fees in accordance with the Board adopted Civic Center Use Schedule of Fees ("Fee Schedule") except as otherwise provided herein. Costs of use of District equipment, or special or additional labor or services requested or required, shall be charged in accordance with the Fee Schedule. The Fee Schedule shall be reviewed, updated and adopted annually. The Fee Schedule shall be available through the District's Facilities Department office or online at: <https://www.tracy.k12.ca.us/businessservices/SitePages/FacilitiesRentals.aspx>. User shall pay all possessory interest charges and/or taxes levied for use of the facilities pursuant to California Revenue and Taxation Code section 107.6. The Fee Schedule is based on the following categories of use:

### **1. School Functions – Tier 1**

The term *School Functions* shall apply to Tier 1 groups and organizations, except for uses governed by Education Code section 38134(d) and (e) for which mandatory fees are specified, any other usage determined by the Board and/or Superintendent to advance the educational goals, programs and/or activities of the District for which fees would not be appropriate.

The use of school facilities and grounds shall be permitted at no cost on regular school days provided that a District employee is available on-site to open, set-up, and secure the facility, and provided that the use does not result in additional costs to District. District may, at its sole discretion, charge Tier 1 groups an amount not to exceed the following in accordance with the Fee Schedule:

- The cost of opening and closing the facilities or grounds if no District personnel would otherwise be available to perform that function as part of their normal duties during his/her regular hours.
- The cost of one or more District personnel's presence during the organization's use of the facilities if determined, in the District's sole discretion, that supervision is needed, or if operation of requested District equipment by District personnel is required, and if such District personnel would not otherwise be available to perform that function as part of the District personnel's normal duties during his/her regular hours.

- The cost of custodial services if determined, in the District’s sole discretion, that custodial services are needed and would not otherwise be performed as part of the custodian’s normal duties during his/her regular hours (e.g., without limitation, holidays, school breaks, before or after regular hours, or other times when custodial services are not normally available, or if special facilities or services are required).
- The cost of services of District security personnel if determined, in the District’s sole discretion, that security services are needed and would not otherwise be performed as part of the security personnel’s normal duties during his/her regular hours.
- The cost of utilities directly attributable to the User’s use of the facilities if determined, in the District’s sole discretion, that such charge is necessary based on the use of the facilities or grounds.
- Other costs directly attributable to the use of the facilities or grounds, if determined, in the District’s sole discretion, that such cost is necessary based on the use, hours, or if special facilities or services are required.

The school functions designation shall not apply to any group who uses school facilities or grounds activities other than extracurricular school events, school fundraisers and community support events, as determined by the Board. The District retains all rights to designate or specify school function Tier 1 groups in its sole discretion, consistent with the Civic Center Act, California Education Code section 38130, *et seq.*, California Code of Regulations, Title 5, section 14041, and any other applicable law.

**2. Fees Not To Exceed Direct Cost – Tiers 1A, 1B, 2, 3, 4, 5**

Pursuant to Education Code section 38134 and Title 5 of the California Code of Regulations, section 14037, *et seq.*, the District shall charge fees not to exceed its direct costs for all uses other than those specified for school functions (Tier 1) or fair rental value use (Tier 6), and shall be charged a fee equal to the District’s direct costs (Operational Direct Costs and Capital Direct Costs), unless otherwise specified in E(2) 1330. The hourly fees and minimums charged under the Civic Center Act are intended to reflect the user’s proportionate share of the District’s direct costs associated with the total use of the school facility or grounds.

Operational Direct Costs

User’s proportionate share of the costs of supplies, utilities, janitorial services, services of District employees and/or contracted workers, and salaries and benefits paid to school District employees directly associated with the administration of the Civic Center Act to operate and maintain the school facilities or grounds, including all school and District equipment used by civic center users. (Ed. Code, §38134(g)(1)(A); 5 CCR §14037(b)(2).)

Capital Direct Costs

User's proportionate share of the costs for maintenance, repair, restoration, and refurbishment of the school facilities or grounds. (Ed. Code, §38134(g)(1)(B).)

Capital Direct Costs collected pursuant to Education Code section 381344(g) shall be deposited into a special fund for costs of capital maintenance, repair, restoration, and refurbishment as related to the depreciation of school facilities and grounds as accelerated by non-District users. (5 CCR §14042.)

Capital Direct Costs shall not apply to the following:

- a. General classroom facilities, which do not include specialty teaching spaces such as, without limitation, dance studios, music practice or performance spaces, theaters, art studios, laboratories, etc. School grounds, such as, without limitation, athletic fields, tennis courts, track and field venues, basketball courts, etc., are also not general classroom facilities for purposes of this exclusion. Capital direct costs shall apply to all specialty-teaching spaces, school grounds, and other non-classroom spaces. (5 CCR §14037(b)(1)(A); Ed. Code, §38134(g)(1)(B)(i); *see generally* 5 CCR §14030(c) & (g)-(k).)
- b. Classroom-based programs that operate after school hours where participants spend at least 50 percent of operational hours in a classroom, including, but not limited to, after-school programs, tutoring programs, or childcare programs. (5 CCR §14037(b)(1)(B)(i); Ed. Code, §38134(g)(1)(B)(ii)(I).)
- c. Organizations retained by the school or District to provide instruction or instructional activities to pupils during school hours. (5 CCR §14037(b)(2); Ed. Code, §38134(g)(1)(B)(ii)(II).) Operational Direct Costs apply to the foregoing except as otherwise stated herein.

### 3. **Fair Rental Value Use – Tier 6**

Fair Rental Value Fees shall apply to uses of school facilities or grounds for entertainment or meetings where an admission fee is charged or contributions are solicited, or other for-profit or commercial events, and the net receipts are not expended for charitable purposes or for the welfare of the District's students. (Ed. Code, § 38134(e).) Fair Rental Value Fees shall also apply to uses of school facilities or grounds for the conduct of religious services by any church or religious organization. Unless, in District's sole discretion to do otherwise, direct costs shall apply to the use. (Ed. Code, §§ 38131(b)(3) & 38134(d).) Fair Rental Value Fees mean the direct costs to the District plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized. (Ed. Code, § 38134(e) & (g)(2).)

## USE OF SCHOOL FACILITIES

### TRACY UNIFIED SCHOOL DISTRICT CIVIC CENTER USE FEES AND FEE SCHEDULE

Effective July 1, 2019

Rates in Dollars per Hour

~~TUSD 2019—2020~~ **TUSD 2020-2019**

**All users must provide proof of Non-Profit Status for Tiers 2, 3, 4 or 5 or be charged fees as a Fair Market Value Tier 6.**

<b><u>TIERS</u></b>	<b><u>FEES</u></b>	<b><u>INSURANCE REQUIREMENT</u></b>
<b>Tier 1</b>	None	None
<b>Tier 1A</b>	1. Staff time (custodial and other direct support of the use) outside normal work hours.	Users in this tier will provide a 1. Certificate of Insurance, 2. 2) Endorsement Letter naming TUSD as additionally insured and including a statement to hold the district harmless and indemnification
<b>Tier 1B</b>	1. Staff time (custodial and other direct support of the use) outside normal work hours.	Users in this tier will provide a 1. Certificate of Insurance, 2. 2) Endorsement Letter naming TUSD as additionally insured and including a statement to hold the district harmless and indemnification
<b>Tier 2</b>	1. Administration fee of managing the facility use program. 2. Utilities after 6:15 pm and before 7:00 am, and on non-school days. 3. Staff time (custodial and other direct support of the use) outside normal work hours. Minimum 2 hours. 4. 4. Security Deposit	Users in this tier will provide a 1. Certificate of Insurance, 2. Endorsement Letter naming TUSD as additionally insured and including a statement to hold the district harmless and indemnification 3. 3) Proof of non-profit status
<b>Tier 3</b>	1. Administration fee of managing the facility use program. 2. Utilities. 3. Staff time (custodial and other direct support of the use) outside normal work hours. Minimum 2 hours. 4. Security Deposit 5. Provide Facility Use Department Accounting of Revenues documents	Users in this tier will provide a 1. Certificate of Insurance, 2. Endorsement Letter naming TUSD as additionally insured and including a statement to hold the district harmless and indemnification 3. Proof of non-profit status 4. Accounting of Revenues 5. 5) Expenditures validating proceeds towards schools

<b>Tier 4</b>	<ol style="list-style-type: none"> <li>1. Administration fee of managing the facility use program.</li> <li>2. Utilities.</li> <li>3. Wear and Tear on facilities and grounds.</li> <li>4. Staff time (custodial and other direct support of the use) outside normal work hours. Minimum 2 hours.</li> <li>5. Security Deposit</li> </ol>	<p>Users in this tier will provide a</p> <ol style="list-style-type: none"> <li>1. Certificate of Insurance,</li> <li>2. Endorsement Letter naming TUSD as additionally insured and including a statement to hold the district harmless and indemnification</li> <li>3. 3) Proof of non-profit status</li> </ol>
<b>Tier 5</b>	<ol style="list-style-type: none"> <li>1. Administration fee of managing the facility use program.</li> <li>2. Utilities.</li> <li>3. Wear and Tear on facilities and grounds.</li> <li>4. Staff time (custodial and other direct support of the use) outside normal work hours. Minimum 2 hours.</li> <li>5. Security Deposit</li> </ol>	<p>Users in this tier will provide a</p> <ol style="list-style-type: none"> <li>1. Certificate of Insurance,</li> <li>2. Endorsement Letter naming TUSD as additionally insured and including a statement to hold the district harmless and indemnification</li> <li>3. 3) Proof of non-profit status</li> </ol>
<b>Tier 6</b>	<ol style="list-style-type: none"> <li>1. Administration fee of managing the facility use program.</li> <li>2. Utilities.</li> <li>3. Wear and Tear on facilities and grounds.</li> <li>4. Staff time (custodial and other direct support of the use) outside normal work hours. Minimum 2 hours.</li> <li>5. A fair rental fee mark-up</li> <li>6. Security Deposit</li> </ol>	<p>Users in this tier will provide a</p> <ol style="list-style-type: none"> <li>1. Certificate of Insurance,</li> <li>2. 2) Endorsement Letter naming TUSD as additionally insured and including a statement to hold the district harmless and indemnification</li> </ol>

**FEES:** Attachment A “Schedule of Community Rental Fee” is based on like facilities being used for different types of groups and activities delineated by district goals and proscriptions of the civic center act. Priority is given to school events, then to youth events, and then to non-youth events.

For purposes of charging fees, “hours used” will be rounded to the next higher half hour. Fees are required in full prior to use unless organization has prior approval to pay month by month. The District reserves the right to cancel or suspend permit if payment is not paid within 45 days. Charges will be made, as provided by law and as outlined below, for any additional cost such as audio/visual equipment, supplies, utilities, custodial services and salaries paid to district employees which are necessitated by the organization’s use of the facilities and grounds.

The Administrative Fee assigned for tiers 2-6 will be charged for each “Processing Event”. A “Processing Event” is defined as submission of any number of forms at any number of facilities, which are submitted to the district at one time. For example, if a sports group plans to have activities over a three-month time period and located at five different school sites, if the entire package of forms is submitted at the same time, only one administrative fee will be charged. If,

however, an additional form is submitted later, or if a change to the original plan is requested, the fee will also be charged for that processing event.

Facility Renter will be charged a fee of \$56.23 for each check returned for insufficient funds. Payment to replace insufficient funds will be repaid by cashier's check.

**FEE SCHEDULE RATE ADJUSTMENT:** Fees stated herein are valid only for the academic year specified above. For ~~2019-2020~~2020-2021, the fees stated herein shall be effective as of July 1, 2019~~20~~, for any Use Permit issued on or after July 1, 2019~~20~~. Use Permits issued prior to that date shall be charged in accordance with the Fee Schedule in effect at the time of the issuance of the Use Permit until the expiration of the Use Permit. The fees stated herein shall be effective for all civic center uses as of July 1, 2019~~20~~.

*Fees shall be updated and effective as of July 1 of each year thereafter.*

**CUSTODIAL FEES:** The district will charge the user a minimum of two hours of custodial fees. Depending upon estimated attendance of user's event more hours could be required. If a use occurs during school hours, the custodian will open and close, but will not set-up. If set-up is required, a custodial fee will be charged. Your scheduled custodian and designated member of your organization are required to prepare Check-In/Out form upon arrival and departure. The check-In/Out form protects the district, site and facility user. The renting organization should never leave a site unattended.

**CSEA ARTICLE 11.9-CALL BACK TIME:** Call back status is defined as an employee's physical presence at a work site in response to one or more emergency events within a two (2) hour period of time after completion of his regular assignment. An employee responding to a call back to work will be compensated at the overtime rate for a minimum of two (2) hours. If the work exceeds two (2) hours, the employee will then be compensated at the overtime rate for actual hours worked.

**OPENING, CLEANING AND CLOSING:** A select list of Administrators and/or Certificated employees/teachers, approved in advance by the Facility Use Committee, may open and close at the site (except Swimming Pools and Theaters), at which they are assigned on their regular workday if they complete the Facility Use training at the district office. Training Certification will include:

1. Facility Use Policy and Administrative Regulation
2. Restroom cleanliness standards and procedures
3. Blood Borne Pathogens
4. Hazardous Materials Safety
5. Asbestos safety
6. Fire safety and response
7. Use of district keys
8. Use of site alarm system
9. Heating, Ventilation, and Air Conditioning (HVAC) bypass timers
10. Pre- and Post-Inspections

The administrator and/or teacher will ensure the facility is cleaned after the event. Otherwise, a custodian will be assigned to the event at the cost of the user. The Administrator and/or teacher contacts Facility Use Department to schedule training appointment.

In order to comply with negotiated terms between the District and the California Schools Employee Association, a greater fee (\$50.00 per hour) will be charged for custodial opening and closing services on the following holidays:

- New Year's Day
- Christmas Day
- Thanksgiving Day
- Easter
- Fourth of July

**EXCEPTIONS/FACILITY USE COMMITTEE:** A committee, known as the Tracy Unified School District Facility Use Committee, consisting of three elected members of the Tracy Unified School District Board of Trustees shall be formed to review, accept, or reject all requests for exceptions. The Associate Superintendent for Business Services will act as the convener of this committee. This committee will review and make the final decision on appeals made relating to specific uses. Exceptions to the stated tier and pricing structure stated above may be granted for two purposes:

1. The activity is deemed to fit within a different tier than originally assigned and/or the activity is a curricular, co-curricular, or extra-curricular school event.
2. The user group will substitute activities, services, and/or items of equal value as a form of payment for facility or field use.

**Attachment A.1  
Schedule of Community Rental Fees**

<b>Area</b>	<i>Tier 2-6</i> ↓ <b>Operating Costs / Hr.</b>	<i>Tier 4-6</i> ↓ <b>Wear &amp; Tear / Hr.</b>	<i>Tier 1A-6</i> ↓ <b>Add Custodial/ Staff / Hr. Min 2 hours</b>	<i>Tier 2-6</i> ↓ <b>Add Admin. Processing Fee</b>	<i>Tier 6 Only</i> ↓ <b>Fair Rental Markup/ Hr.</b>
Classroom	\$ 0.90	\$16.50	\$38.89	\$56.23	\$66.00
Elementary Multi-Purpose Room	\$ 2.33	\$16.50	\$38.89	\$56.23	\$66.00
Library	\$ 2.33	\$16.50	\$38.89	\$56.23	\$66.00
Kitchen – Elementary	\$ 5.50	\$16.50	\$38.89	\$56.23	\$66.00
Kitchen – Secondary	\$16.50	\$16.50	\$38.89	\$56.23	\$66.00
Middle School (MS) Gym	\$ 8.94	\$16.50	\$38.89	\$56.23	\$66.00
MS Multi-Purpose Room <i>Monte Vista &amp; Williams</i>	\$ 8.94	\$16.50	\$38.89	\$56.23	\$66.00
High School (HS) Dance Room	\$ 2.33	\$16.50	\$38.89	\$56.23	\$66.00
HS Teacher Lounge	\$ 2.33	\$16.50	\$38.89	\$56.23	\$66.00
HS Theater	\$ 8.81	\$16.50	\$38.89	\$56.23	\$66.00
Theater Sound Room/Lighting Not Available *see Theater policy					
Theater Dressing Room	\$ 0.90	\$16.50	\$38.89	\$56.23	\$66.00
Theater Classrooms	\$ 0.90	\$16.50	\$38.89	\$56.23	\$66.00
HS Cafeteria	\$ 7.18	\$16.50	\$38.89	\$56.23	\$66.00
HS Gymnasium	\$ 9.18	\$16.50	\$38.89	\$56.23	\$66.00
HS Sub Gym/Small Gym	\$ 8.94	\$16.50	\$38.89	\$56.23	\$66.00
District Education Center Board Room (no technology)	\$ 2.33	\$16.50	\$38.89	\$56.23	\$66.00
District Education Center General Conference Room	\$ 0.90	\$16.50	\$38.89	\$56.23	\$66.00
Tracy High Pool w/o Lights	\$19.63	\$0	\$38.89	\$56.23	\$66.00
Tracy High Pool with Lights	\$26.70	\$0	\$38.89	\$56.23	\$66.00
<i>Tracy High Pool Monthly Winter Fee*</i>	\$5,657.03	\$0	\$38.89	\$56.23	\$66.00
<i>Tracy High Pool Weekly Winter Fee*</i>	\$2,291.90	\$0	\$38.89	\$56.23	\$66.00
West High Pool w/o Lights	\$39.23	\$0	\$38.89	\$56.23	\$66.00
West High Pool with Lights	\$53.36	\$0	\$38.89	\$56.23	\$66.00
<i>West High Pool Monthly Winter Fee*</i>	\$19,689.79	\$0	\$38.89	\$56.23	\$66.00
<i>West High Pool Weekly Winter Fee*</i>	\$4,543.80	\$0	\$38.89	\$56.23	\$66.00
Kimball High Pool w/o Light	\$19.63	\$0	\$38.89	\$56.23	\$66.00
Kimball High Pool with Lights	\$26.70	\$0	\$38.89	\$56.23	\$66.00
<i>Kimball High Pool Monthly Winter Fee*</i>	\$5,657.03	\$0	\$38.89	\$56.23	\$66.00
<i>Kimball High Pool Weekly Winter Fee*</i>	\$2,291.90	\$0	\$38.89	\$56.23	\$66.00

\* Winter fees based on high school season mandated schedule

<b>Security Deposit</b>	<b>\$500.00</b>	<b>(Cashier's Check Only)</b>
<b>Gate Key Deposit</b>	<b>\$200.00</b>	<b>(Cashier's Check Only)</b>
<b>Insufficient payment fee</b>	<b>\$ 56.23</b>	<b>(Cashier's Check Only)</b>

**Schedule of Community Rental Fees (Continued)**

<b>Fields and Other Fees</b>	<i>Tier 2-6</i> ↓ <b>Operati ng Costs / Hr.</b>	<i>Tier 4-6</i> ↓ <b>Wear &amp; Tear/ Hr.</b>	<i>Tier 1A-6</i> ↓ <b>Add Custodial/ Staff/ Hr. Min 2 hours***</b>	<i>Tier 2-6</i> ↓ <b>Add Admin Processing Fee</b>	<i>Tier 6 Only</i> ↓ <b>Fair Rental Markup/ Hr.</b>
<b>Baseball Practice Field</b> Grass area only		\$ 2.75		\$56.23	\$66.00
<b>Baseball Field</b> (all ages)		\$ 5.50		\$56.23	\$66.00
<b>Softball Practice Fields</b>		\$ 5.50		\$56.23	\$66.00
<b>Softball Field</b>		\$ 5.50		\$56.23	\$66.00
<b>Soccer Fields</b> available to all ages (maximum wear and tear fee \$50.00 per day)		\$ 7.15		\$56.23	\$66.00
<b>Football Practice Field</b> (maximum wear and tear fee \$275/day)*		\$7.15		\$56.23	\$66.00
<b>Grass Field</b> for Football Game or Scrimmage		\$25.00		\$56.23	\$66.00
<b>Stadium</b> (includes use of press box. Cost of lights is additional. Wear and tear fee not to exceed \$770/day)**	\$11.01	\$77.00	\$38.89	\$56.23	\$66.00
<b>Tennis Courts</b>		\$ 5.50	\$38.89	\$56.23	\$66.00
<b>Track (Williams Middle School)</b>		\$ 5.50		\$56.23	
Site designated lighting/sound operator			Teacher per diem rate/hour		
Irrigation Specialist			\$48.71	\$56.23	
Grounds Employee			\$38.89		
High School Maintenance Supervisor			\$60.73	\$56.23	
Maintenance Tech			\$93.41		
Maintenance Electrician			\$110.26		
Football or Soccer Field Line Painting			\$38.89	\$56.23	

\*Not to exceed \$275.00 per day

\*\*Stadium hourly fee not to exceed \$770.00 per day

## USE OF SCHOOL FACILITIES

The Governing Board designates the Director of Maintenance, Operations, and Transportation (MOT) to manage all aspects of community rental of school district facilities. The Director shall be responsible for the coordination and interpretation of the policies and regulations regarding the use of the Tracy Unified School District (“District”) facilities. The district and its school sites have priority use of Tracy Unified School District facilities over outside requests for rental.

## PURPOSE AND BINDING EFFECT

The Tracy Unified School District – Facility Use Agreement (“Agreement”) contains terms and conditions for those using District facilities pursuant to the Civic Center Act, and/or Board Policy 1330 without negating any terms, conditions, provisions, or requirements contained in the District’s online Terms and Conditions, and without excusing compliance therewith.

*By submitting an Application to use District Facilities, the Applicant agrees to and complies with the provisions, terms, and conditions of this Agreement in addition to those contained in the District’s Board Policy 1330, Administrative Regulation 1330.*

## DEFINITIONS

The provisions of this Agreement generally apply to external uses. For information on internal uses, refer to page 8. For purposes of this Agreement, the following definitions apply:

**Official School District business:** any activity sanctioned by the District Board of Trustees (“School Board”), either expressly or tacitly, for the purpose of completing the routine business of the District, including the delivery of instruction to students.

**Internal Use:** any activity supervised by an official representative of the District to conduct official District business, as defined herein.

**Internal User:** any person using District facilities for Internal Use.

**External Renter(s):** any group(s), or organization(s) or entity/entities authorized by the District to rent District facilities.

**External User:** any member or person affiliated with an External Renter using District facilities for any purpose other than District’s Internal Use.

**Representative of an External Renter:** any member of any external renter group, organization or entity acting as the official present and in charge of an external renter activity.

**You / Your:** referring to the External Renter(s) subject to this Agreement.

**Applicant:** the official representative of any Internal User or External Renter Organization authorized and designated to make decisions for the organization.

## GENERAL PROVISIONS

The District School Board and specifically designated representatives are the only District representatives who may be authorized to sign contracts for the District. School site staff members are not authorized to make community rental or use agreements, or execute contracts regarding the same. Requests for use of District facilities by non-District employees should be made directly to the District Facility Use Office. The District MOT Office will contact the school site as necessary. All External Renters granted the use of District facilities shall assume full responsibility for compliance with all applicable state and local fire, health, and safety laws and regulations.

**CSEA Prohibitions.** Article 3.3 & 3.4 of the Master Agreement between the District and the California School Employees Association (CSEA) prohibits the use of volunteer, non-paid workers and students from conducting work normally or customarily performed by CSEA employees unless formally reviewed and approved in advance. This applies to use of kitchen facilities and food services equipment. The following are also prohibited: use by an individual group for the commission of any crime or any act prohibited by law; use constituting a monopoly for the benefit of any person or organization; use of school facilities or grounds which is inconsistent with their use for school purposes, or which interferes with the regular conduct of school.

**Electronic Equipment Prohibitions.** To conserve energy, reduce costs, and improve safety, the Tracy Unified School District prohibits external users from using appliances, including but not limited to refrigerators, fans, coffee pots, space heaters, radios, computers, printers, televisions, copiers, fax machines, etc., unless expressly authorized on the approved permit.

**Rules of Conduct.** Unreasonable conduct, as determined by the District and in the District's sole discretion, of any participant shall be subject to immediate cancellation of use. Any conduct at an activity that is deemed offensive, indecent or contrary to the best interest of the community is classified as unreasonable. **SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY.** External Renters or groups using school facilities under the provisions of Board policy shall be liable for any property damages caused by the activity. The Board shall charge the amount necessary to repair any damages and may deny the organization further use of school facilities. The organization shall, as a condition of use, agree to be held financially responsible in the cause of loss or damage to District property. No activity will be permitted which is in violation of local, state, or federal law. It is the External Renters' responsibility to make sure their guests adhere to the rules. Food and drinks, including water are prohibited in all main and sub-gymnasiums. External Renters shall never leave a rented building or stadium unattended and will be held financially responsible in the event of loss or damage to District property.

**Vehicles on District Property.** Unless otherwise directed, External Renters may park in district parking lots during activities for which they have been approved, but must park only in designated parking spaces. Otherwise, no vehicles other than District owned and operated vehicles and designated emergency response vehicles may be operated on TUSD property. All vehicles on TUSD property must comply with posted signage, and must keep fire lanes and handicapped stalls clear.

**Supervision of Attendees:** External Renters are required to provide adult supervision of all attendees at all times said attendees are present on District Property. If External Renter fails to provide supervision, the organization can and will forfeit their privilege of use of District property for one year.

**Requirement to Produce Permit.** External Renters must inform all of their league officials, coaches and parents that District Security Department and/or any District employee who finds any organization on District property without a current approved Facility Use permit will be asked to leave, and a record of the incident will be documented. If a second incident of an External Renter being found on district premises without a permit, the organization will be sent a letter of warning. If a third offense occurs, the organization can and will forfeit their privilege of use of District property for one year. If the organization repeats the same offense the next year, the organization may lose privileges for two years then consecutively thereafter. If an organization is on District premises, does not possess a permit, and refuses to leave the premises, the Organization may lose privileges of use of district property. In these circumstances, the District Security Department is advised to call Tracy Police Department. Upon arrival and while remaining on District premises, External Renters must carry an approved permit with them at all times. Custodial staff will not open a facility if permit is not present. An electronic version of the Applicant's permit will not be accepted.

**Employee Supervision of Tier 1 Activities.** For Internal Users in Tier 1 where no fees are charged, there shall be an employee of the District in charge whose duties shall include the opening and closing of buildings and grounds, the operation of mechanical systems, the enforcement of regulations and prevention of disturbances, and cleanup of litter, trash, or garbage associated with the rental activity. Tiers 1A, and 1B uses may require insurance coverage and incur fees such as payment for the cost of custodial staff on overtime.

**Conditions of Facilities.** External Renters and any of their attendees shall be responsible for the condition in which they leave the facilities. The rented area should be left in the same condition in which it was when You (the renting organization) arrived. Custodians only provide approved requested equipment – they do not set-up for Your event. Any abuse or misuse of facilities, including playing fields, shall be reported immediately to the Director of MOT. External Renters agree to reimburse the District for all costs incurred in repairing damages including, but not limited to the facility, furnishings, fixtures, grounds, and/or additional cleaning/litter removal required outside of the normal scope for said facility, which occurred in connection with the External Renters' activity and caused by the renter, sponsoring External Renters, and/or attendees. Reimbursement for such expenses will be in addition to the security deposit. Failure to pay immediately for damage shall be grounds for denial of future facility requests. Any abuse or misuse of District facilities may be grounds for refusal of future facility requests. External Renters will be charged the actual cost of cleanup if litter, trash, or garbage remains on campus. The rented area should be left in the same condition in which you arrived. Do not insert any stakes, pegs, nails or any other fasteners into stadium turf or track or grass fields.

**Location of Fire Exits.** External Renters and their attendees must be aware of the location of emergency exits at all times.

**Maximum Occupancy.** Due to Fire Regulations, the number of people present, at any activity, shall not exceed the posted occupancy chart listed in District Administrative Regulation 1330.1 Facility Use Policy.

**District Right to Cancel.** The District reserves the right to deny or cancel scheduled facility use activities to accommodate unanticipated conflicts with school activities, or to perform scheduled, emergency maintenance or facilities development of district facilities and grounds.

**Application Processing.** Because the District must process applications and schedule staff to open and close the facilities, cancellations and revisions must be made at least **seven (7) calendar days** in advance of a scheduled event. Events that are not cancelled prior to **seven (7) calendar days** before event, and for which no notification is made, shall forfeit all fees. External Renters are allowed two (2) revisions

(changes, additions or cancellations) to each approved permit without additional cost. Any additional changes will result in additional charges of administrative processing fees. Additional dates may not be added to an approved permit. All changes require submission of a new application. Cancellations may be made up to 24 hours after an outside event when a rainout occurred and when no cost of labor or utilities was incurred by the district. Rainout notification must be made before or on the day of cancellation by email or voicemail.

**Rainouts & Inclement Weather.** Cancellations may be made up to 24 hours after an outside event when a rainout occurred and when no cost of labor or utilities was incurred by the district. Rainout notification must be made before or on the day of cancellation by email or voicemail. In the case of active rain, all fields are closed during the time of actual rain; the fields are then reassessed once the rain has ceased. On occasion, on a non-rainy day, staff will determine a field to be closed based on excessive rains during the previous day(s), which have left conditions unsafe for use, even though the rain has stopped. Fields may be closed due to frost or other conditions that may damage the turf or playing surface. Play may be suspended due to excessive heat. Check Field Hotline before use: (209) 830-3298.

**Field Conditions.** Field conditions are assessed based on both the short-term and long-term impacts to each field's playability. TUSD staff will determine if the fields are open or closed. An annual rest and renovation of field is scheduled to maintain field sustainability. The health and safety of the user and conditions and playability takes priority. This may require the closure of fields, and denial of use of a field at any time. No sure group shall use fields that are closed for renovation or repair.

**Pesticides.** TUSD maintenance staff frequently applies pesticides on and around sites in accordance with the Department of Pesticide Regulations (DPR). DPR mandates TUSD post notification to the public whenever these pesticides are applied. In addition to posting these notifications, TUSD is also required to close the area for public use for a period of time specific to each type of pesticide. For their own safety, renters are required to follow the limitations described by all postings.

**Non-Rental Periods.** School facilities are not available during the first and last week of school, on Graduation day, Back-to-School nights, Open House or school related event days. Permission to use District facilities for a period exceeding one fiscal year shall not accrue to any person or organization a real or implied monopoly.

**Emergency Stand-By.** In the event the assigned district employee is not present when scheduled and you have waited 15 minutes, contact the security department Monday-Friday after 5:00pm at (209)321-0242, 321-3999. On weekends and holidays, call Stand-By person 321-1329 (Thu.-Sat) and 321-3417 (Sun-Wed) between the hours of 6:00am to 8:00pm. If External Renter calls the weekend stand-by person out for any reason other than an emergency, External Renter may be charged an additional two (2) hours of custodial fees. Security and Stand-by will ask External Renter for approved permit before they open any doors.

**Arrival Time.** If You arrive late to Your approved arrival time, the assigned custodian is not required to wait more than 15 minutes. If You notify Stand-By or Security to assist Your facility use, You will be charged for additional custodial hours.

## **ADMINISTRATION OF AGREEMENT**

An approved application may be revoked with reasonable notice when District facilities are needed for District purposes as described in Tier 1 of the District's Board Policy 1330 and Administrative Regulation

1330. The District Superintendent shall have the right to revoke permission for use of the District facility at any time when it is deemed in the best interest of the District.

**Suspended or Expelled Students.** Students suspended or expelled from a District school are not allowed on District property even if they are legitimate members of an External Renter.

**School Kitchens.** The use of school kitchens requires authorization from the Food Services Department. Payment must be made in full to the Food Services Department in addition to the facility use fees. Per Article 3.3 and 3.4 of the Master Agreement between the District and the California School Employees, cooking is strictly prohibited unless a District food service worker is hired to supervise the work, and a food service worker and custodian are secured for event. Failure to meet these requirements may result in loss of the privilege of facility use.

**Portable Toilets.** External Renters of outside grounds facilities who require portable toilet services, must arrange for delivery of those services. However, prior to making any portable toilet delivery arrangements, External Renters must contact the Facility Use Office to determine an appropriate time and placement of toilet units. Portable toilets must be secured to fence to avoid vandalism.

**Kimball High School Pool.** External Renters renting Kimball High School pool are required to provide their own portable toilets and garbage dumpsters. There is no access to rest rooms.

**Land Line Phones.** Landline phones are not available in pool areas.

**No Food, Drinks, or Glass Allowed in Pool Areas.** Plastic water bottles only. If You require the use of a lift device to gain pool access, please contact any lifeguard.

## LIMITATIONS

Applicants should only reserve the areas they intend to use. Applicants must notify the Facility Use Department to report any reserved time that can be released for general public use or to other groups per cancellation policy. Continued non-use of a rented, permitted area may result in revocation of the permit of the allocated area.

**Non-Human Animals.** No person shall cause or permit pets or animals to be on school grounds or in school/District facilities, although no part of the policy shall prohibit the appropriate use or access of legally approved/supervised service animals. With prior consent of the superintendent or designee, working animals shall be permitted limited access as appropriate.

**No Sub-Lease.** External Renters are not authorized to sublease District property to other individuals; doing so could revoke approved permits and future requests.

**Use of District Furniture and Equipment.** When scheduled External Renters use District furniture or equipment, External Renters shall inspect said furniture and equipment prior to use to ensure the safety of External Renters' participants. If district equipment is unavailable, out of commission, or restricted from outside use, it shall not be made available to renters. District shall not be held responsible for equipment which is operable during a pre-inspection, but which is out of commission at the scheduled time of an outside facility rental event.

**Lockers.** Middle and high school lockers are not permitted for rental with the exception of Millennium High School.

**Storm Drains.** No persons shall be allowed to discharge any unauthorized substance into storm drains on school district property per State Water Resource Board Small Municipal Storm Water Permit, section F.5.a.1, *Legal Authority*.

**Car Washes.** No car washes are permitted due to Environmental Protection Agency Storm Water Drain Regulations.

**Storage.** External Renters are not permitted to store any of their belongings at school sites. No part of any building may be entered and/or no equipment may be used which is not specifically listed on the approved application. No structural or mechanical apparatus may be erected, nor any electrical, mechanical, structural, nor physical changes including the removal or destruction of locks made to any existing facilities or grounds on District property, without specific written approval by the District representative approving the Application of the use of District facilities.

**Advertising.** External Renters are not permitted to post banners or advertisement during regular school hours and only may do so during their scheduled facility use time. Regular school hours are defined as 7:00am-6:15pm Monday through Friday every week of the calendar year except Christmas Eve and Christmas.

**Keys.** Room and Stadium keys required to carry out any and all activities shall remain in the possession of authorized District employees. Keys shall not be turned over to individuals, External Renters, clubs, associations, etc. Buildings shall be opened, attended, and closed by an authorized employee of the District. External Renters of grass fields may be issued a gate key (maximum 2 people) to avoid custodial overtime fees by filling out the Gate Key Request form along with a key deposit of Two Hundred Dollars (\$200.00) by cashier's check made payable to District in addition to the security deposit for damage or fee issues. If Your organization does not return the gate key at the time requested, You forfeit the key deposit cashier's check and future applications will not be accepted.

**No Modifications.** All rented facilities shall be returned in the same condition as existed prior to the rental. Renters shall clean up spills, pick up trash, and place trash in trash receptacles. Any materials placed on wooden gym floors and walls during meeting shall be attached with blue painter's tape.

**Parking Lots.** District parking lots are to be used for parking only and ancillary activities associated with other pre-approved uses of district facilities listed in appendix B to the Facility Use Rental Policy, Schedule of Community Rental Fees. There shall be no parking of any non-district vehicle on District Property other than in designated parking lot areas. External Renters are responsible for removing any trash brought onto district property by participants involved in their approved facility request.

**The California Food and Agricultural Code.** Section 13186, and the California Code of Regulations, limits the use of pesticides, chemicals, and cleaning products on school sites, and mandates specific reporting responsibilities to any person who applies these types of products on school premises. Therefore, External Renters are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds.

**Tracy Municipal Code.** No person other than authorized District personnel shall camp or pitch a tent on district property except as specifically authorized by an approved facility use permit, as per Tracy Municipal Code 4.16.180.

**No Flames.** No activity during which External Renters uses an open flame shall be allowed on District property, with the exception of activities during which: adults are specifically authorized in writing to barbeque; the authorized use of candles and luminaries; contained blazes generated by Tracy Fire Department for teaching purposes; the use of Sterno by employees of the District Food Services department; and Bunsen Burners or other curricular uses in science classes. External Renters shall not, under any circumstance, allow a flame within 10 feet of any building. A fire extinguisher must be present whenever a flame is burning. Whenever a flame is ignited, External Renters must follow safety procedures recommended by Public Safety agencies.

**Barbeques.**

1. Ensure barbeques are 10 feet away from any building or structure
2. Place drip pans or tarps under barbeques to avoid spillage on pavement
3. Never dump grease, oil, briquettes or barbeques anywhere on TUSD property or garbage cans or dumpster. If accident spill occurs, custodian is to provide an oil absorbent and clean properly
4. Ensure barbeque grills are operated on concrete or asphalt surfaces only

**Scoreboards.** Basketball and baseball scoreboards and clocks are not available to renters.

**Large Groups.** Any External Renters expecting more than 100 participants must coordinate with the District to develop a parking plan in advance of Your use of District facilities. The following are prohibited at all times: tents, overnight sleeping in parking lots, tarps or stakes in grass.

**Supervision High School Stadiums.** To protect against turf and track damage, a custodian or other District employee must be present to supervise the use of high school stadiums at any time a stadium is rented or used. To allow for final cleaning and securing, a custodian must be present for at least one after use. \*\*\*Kimball Stadium requires two custodians at all times due to the open campus, and Tracy High requires at least two custodians if renting the football practice field.

**High School Pools**

**Lifeguards.** If use of a District pool is requested, the External Renters must provide a qualified lifeguard to supervise the events. The lifeguard must be at least 15 years of age, and maintain and possess a current certification in Lifeguard training and CPR for the Professional Rescuer and First Aid. The lifeguard must provide proof he or she has passed a water skills test. One lifeguard is required for every Twenty-Five (25) swimmers.

**Lights.** Pool External Renters will be charged for the use of lights for any use scheduled between sunset and sunrise. District reserves the right to turn the lights on accordingly.

**Winterization.** High School pools are winterized and closed during the months of November, December and January for the winter. External Renters are responsible for one hundred percent (100%) of direct costs during these months.

**Emergency Communications.** Landline phones are not available in pool areas. External Renters must ensure that a cell phone is available for emergency communication.

**Handicap Lift Device.** Pool External Renters requiring a lift device to gain access to pool are to contact the lifeguard.

**No food.** No food, drinks, or glass are allowed in pool areas other than plastic water bottles.

**Exposure to Blood, Blood borne pathogens, and other body fluids.** Should External Renter become aware of a potential exposure of attendees to blood, blood borne pathogens, vomit, feces, or other body fluids, all persons present must evacuate the area, and the pool may not be used for a minimum of 24 hours. In addition, the External Renter must immediately report the potential exposure to the Facility Use Department.

### **High School Gymnasium**

Food and drinks (water included) are prohibited in all main and sub-gymnasiums. If food and drinks are found in the gym, an Applicant's permit can be cancelled for future use. It is the External Renter's responsibility to make sure attendees, guests, and participants comply with the rules. Prior to checking out, an Applicant is required to pick up all generated trash, including the bleacher areas, and to place in trash barrels.

**High School Gymnasium Basketball Hoop Count.** All high school gymnasiums have six hoops, with the exception of the main gymnasium at Kimball High School, which has 8 hoops.

**Materials Used or Affixed.** Draperies, hangings, curtains, drops, and all decorative materials (Decorative Materials) that are not flame-retardant or treated with a flame-retardant process approved by the State Fire Marshall are prohibited. All Decorative Materials shall be made or treated with a flame-retardant process approved by the State Fire Marshall. No pushpins, nails, staples, nor any materials that might leave marks or holes are permitted; all materials placed on the walls during use shall be attached with masking tape.

**No Tobacco Use.** Tobacco use in any form is prohibited at all times, including weekends and evenings, on all property owned or operated by the District. This prohibition includes, but is not limited to, all buildings, parking lots, vehicles parked in parking lots, athletic fields, and patio areas.

**No Assignment of Time.** External Renters may not assign their scheduled time to other groups. Any such action shall result in the loss of rental/allocation privileges.

### **HIGH SCHOOL EQUIPMENT**

The District and its School Sites reserve the right to deny usage of any school equipment in the discretion of the District or School Site personnel. This could include chairs, tables, and/or microphones. Refer to Stadium rules for high school sports equipment.

<b>High School Sport Equipment Not Allowed By External Renters</b>	
Baseball Softball	Baseballs, bats, bases or scoreboards
Basketball	Basketballs, timing equipment, score clocks or scoreboards
Cheer	Mats
Football	Yard Markers, end zone pylons, 10 yard chain, Huddle software, end zone camera
Pool	Kick boards, water polo balls

Soccer	Soccer balls ( <i>Goal and Nets are moved into storage at the end of each High School Season</i> )
Tennis	none
Track & Field	High Jump System, Pole Vault landing systems and all equipment, starting blocks, hurdles. Shot Put and Discus areas are not available for use
Wrestling	Mats
Volleyball	Nets, balls

The District does not provide set-up or takedown for External Renters or External Users. Equipment use is limited to what is available in the room and approved by the school site requested in the Application.

When a scheduled use includes use of District furniture or equipment, the External User will inspect said furniture and equipment prior to use to ensure safety of External User’s attendees and participants.

**INSURANCE**

External Renters shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence, and two million dollars (\$2,000,000.00) general aggregate. (Note: All related insurance documents must be designated per occurrence. TUSD will not accept documents designated claims made.) A separate additional insured endorsement shall be provided stating: the District and its officers, officials, employees, agents and volunteers as additional insured in the policy; coverage is primary and noncontributory to any insurance or self-insurance maintained by District. If an external renter is unable to provide primary and noncontributory coverage, said external renter maybe required to waive subrogation rights. The standard cancellation clause, which states that “failure to mail such notice shall impose no obligation or liability”, is not acceptable. User’s liability for injuries or property damage is not limited to User’s insurance policy limits. The District reserves the right to adjust its insurance requirements as needed. District does not accept *Lloyds of London* policies or Binders (temporary proof of insurance).

**Extreme Hazards.** Any extreme hazardous risks as determined by the District in the District’s sole discretion (example: trampolines, bungees, and jumping devices, fireworks, aircraft, parachutes, domesticated or wild animals, rodeo, racing, circuses, climbing walls, deep fat fryers, dunk tanks, bull rides, fog machines, bubble machines) will require prior approval by the three-member facility use committee described later in this policy in the section entitled “Exceptions.” These uses will require minimum liability coverage of Five Million Dollars (\$5,000,000) per occurrence, and Board Approval. In compliance with District Policy Administrative Regulation 6163.1 service animals individually trained to do work or perform tasks for person with disability shall be permitted in areas as appropriate. Under American Disability Act, service animals must be harnessed, leashed, or tethered unless these devices interfere with the service animal’s work or individual’s disability prevents using these devices.

**Indemnification:** To the fullest extent permitted under law, External Renters assume all responsibility for any and all losses, liability, theft and/or damage to premises, equipment and any other property while on school premises and hereby waives any and/or demands it may have against the District, it’s governing board, officers, employees, and agents arising from such losses, and/or liability, theft and/or damage. In addition, the External Renters agree to defend, indemnify and hold harmless the District, its governing board, officers, employees, and agents from any and all liabilities, obligations, claims, allegations, damages, suits cost and expenses, including, without limitations, attorney fees and costs, arising from directly or indirectly in whole or in part, and/or in connection with, the External Renters’ occupancy and/or use of the District premises or any part thereof. The undersigned applicant, External Renter, state he/she is responsible adults and in case of an organization, the party shall be an offer or a person duly appointed

by the organization, the party shall be an officer or a person duly appointed by the organization to make such an application.

## **COMPLAINT PROCEDURE**

School facility complaints related to rentals are filed with the District Facility Use Coordinator. If the complaint is beyond the Coordinator's authority, the complaint will be forwarded to the Coordinator of Maintenance, Operations, and Grounds within 10 working days. Reasonable efforts to investigate are made, and valid complaints should be remedied within 30 working days from the date of initial filing. A resolution is sent to the complainant (and to the school district if the principal responds) within 45 working days from the date of the initial filing. A complaint may be filed anonymously. A complainant who identifies himself or herself is entitled to a response if he or she indicates that a response is requested.

## **FINANCIAL**

**Facility Use Fees.** Once date(s) have been secured, Facility Use department will prepare an invoice for payment. Payments are due thirty (30) days prior to use unless other arrangements have been approved.

**Time Increments.** For purposes of charging fees, "hours used" will be rounded to the next higher half hour. Fees are required in full prior to use unless organization has prior approval to pay month by month. The District reserves the right to cancel or suspend permit if payment is not made within Forty-Five (45) days.

**Tier Description.** The Administrative Fee assigned for tiers 2-6, as set forth in the Attachment A.1, Schedule of Rental Fees, will be charged for each "Processing Event". A "Processing Event" is defined as submission of any number of forms at any number of facilities, which are submitted to the district at one time. For example, if a sports group plans to have activities over a three-month time period and located at five different school sites, if the entire package of forms is submitted at the same time, only one administrative fee will be charged. If, however, an additional form is submitted later, or if a change to the original plan is requested, the fee will also be charged for that processing event.

**Mandated Security.** TUSD reserves the right to determine if and when one or more district employee security personnel must be assigned.

**Security Deposit.** All External Renters are required to pay a Five Hundred (\$500.00) Security Deposit by cashier's check made payable to District prior to use. Your security deposit will be refunded to you within Thirty to Sixty (30-60) days after Your scheduled use if the hours of use did not exceed those paid for and agreed upon in the approved permit, no additional custodial staff time required to clean to specification or repair the facility, there are no fee issues or damage to the facility You are renting.

**Field Gate Key.** If Your organization is approved to rent a grass field that requires a gate key – You are required to fill out Gate Key Request form and submit Two Hundred Dollars (\$200.00) in the form of a cashier's check deposit made payable to District. The check will be returned after the gate key is returned. If You do not return the gate key at the time requested, You forfeit the gate key deposit check and, future applications will not be accepted. Unless stated otherwise, You should lock gates when you vacate the property. If an organization fails to lock the gates on more than two occasions during a school year, the organization will be required to return their keys to the district.

**Routine Procedure at End of Rental Agreement.** The security deposit check will be returned Thirty to Sixty (30-60) days after end of rental agreement. External Renters will physically pick-up security deposit

checks. If External Renter prefers, district will mail upon receipt of written authorization. If External Renter does not pay their account in full, the security deposit check will not be returned and it will be applied towards the amount due.

**Custodial Fees.** The District will charge the External Renters a minimum of two (2) hours of custodial fees. Depending upon estimated attendance of External Renters' event, the District may exercise its sole discretion to determine more hours of custodial fees are required. If a use occurs during school hours, the custodian will open and close, but will not set-up. If set-up is required, a custodial fee will be charged. Your scheduled custodian and designated member of Your organization are required to prepare Check-In/Out form upon arrival and departure. The check-In/Out form protects the district, site and facility External Renters.

**CSEA Article 11.9-Call Back Time:** Call back status is defined as an employee's physical presence at a work site in response to one or more emergency events within a two (2) hour period of time after completion of employee's regular assignment. An employee responding to a call back to work will be compensated at the overtime rate for a minimum of two (2) hours. If the work exceeds two (2) hours, the employee will then be compensated at the overtime rate for actual hours worked.

**Insufficient Funds.** External Renters will be charged a fee of \$56.23 for each check returned for insufficient funds. Payment to replace insufficient funds will be repaid by cashier's check.

**All Security Deposit to Renter.** Routine procedure at end of the rental agreement to physically pick-up security deposit check. If renter prefers, district will mail upon receipt of written authorization.

**Light Fees/Stadium Use.** Light fees will be charged beginning at 7:30pm from the start of daylight Savings Time through the end of Daylight Savings Time, and from 6:30pm from the end of Daylight Savings Time through the start of Daylight Savings Time plus one additional hour after you depart.

**Non-Profit Status.** All External Renters must provide proof of Non-Profit Status for Tier 2-5 or External Renters will be charged as a Tier 6. Refer to Administrative Regulation 1330.1 Facility Use Policy for Tier descriptions. An applicant may show that it is a nonprofit organization by any of the following means:

1. Proof that the Internal Revenue Service currently recognizes the applicant as an organization to which contributions are tax deductible under section 501(c)(3) of the Internal Revenue Code;
2. A statement from a State taxing body or the State Attorney General certifying that:
  - a) The organization is a nonprofit operating within the State; and
  - b) No part of its net earnings may lawfully benefit any private shareholder or individual;
  - c) The organization is a nonprofit operating within the State; and
  - d) No part of its net earnings may lawfully benefit any private shareholder or individual.
  - e) A certified copy of the applicant's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the applicant; or
  - f) Any item described in paragraphs a, b, or c of this section that item applies to a State or national parent organization, together with a statement by the State or parent organization that the applicant is a local nonprofit affiliate.

**Schedule of Community Rental Fees (Attachment A.1)** is based on like facilities being used for different types of groups and activities delineated by district goals and proscriptions of the Civic Center Act 38130-38139. Priority is given to school events, then to youth events, and then to non-youth events.

## **DECLARATION**

All renters and users agree to conform to all the rules and regulations and the Board Policy and Administrative Regulations 1330.1 of the District.

I declare I am authorized to submit this application and have read and to agree to the Indemnity and Hold Harmless provision contained in this Agreement, and, to the best of my knowledge and the belief, all the information given herein is true, accurate, and complete. I have read and understand the above Indemnity, Hold Harmless and Defense Agreement and understand that if this permit is approved, that this agreement shall be binding upon myself and the organization or group I represent.

## **INTERNAL USES**

1. All District facilities are the property of the District. All internal users must complete a facility use permit for uses scheduled before and after regular school hours, or whenever a vendor is involved with the use.
2. All interscholastic sport activities must comply with standards and rules established by California Interscholastic Federation (CIF).
3. Internal users may not engage in high-risk activities, as established by the District's insurance provider unless expressly authorized and documented in a facility use permit.
4. Internal users may not engage in activities in conflict with Employee Master Agreement.
5. Internal users may not enter kitchen areas without a food service worker present nor may they engage in activities that are non-compliant with food restrictions imposed by Education Code 49430, 49431, 49431.5, 49431.7.

**Attachment B.1**  
**High School Stadium Rules**

**1. NO PERMIT – NO ENTRY TO STADIUM**

- a. The Applicant, as described in the definitions section of appendix C, must have a hard copy of the organization's approved permit in their possession whenever an external use activity is in progress – an electronic version on a personal phone is not acceptable
- b. Only the assigned custodian and one representative from the External Renter organization may be allowed in the stadium at the time the facility is being opened to complete the check-in form
- c. Once the check-in form is completed the remaining members of the External Renter organization may enter the stadium

**2. OPEN & CLOSE TIME**

- a. Changes to the open or close times must be requested from and approved by the Facility Use department 72 hours in advance
- b. External Users must be present at the open time indicated on their approved permit
- c. Custodian must annotate on the check-in form if an External User arrived or departed early or late
- d. Custodian is not authorized to open stadium earlier or later than approved permit
- e. The custodian is allowed one hour after the Facility User departs to perform his/her duties. If there is not enough time – custodian must call their maintenance supervisor or Director of Building/Maintenance/Operations/Facility Use for approval of more time. User will be invoiced accordingly

**3. ITEMS TO INSPECT DURING CHECK-IN AND CHECK-OUT**

- a. Bleachers
- b. Press Box
- c. Grounds for trash debris in stadium and parking lot
- d. Football practice field when applicable
- e. If the stadium has trash debris upon check-in, the custodian is required to clean the areas presentable to the facility user. Note on the check-in form
- f. Ticket Booth- which is not available to any external renter except Millennium High School
- g. After check-in is completed, the custodian and external renter must sign the check-in form. The custodian gives the external renter the yellow copy of the check-in form after both parties have affixed signatures to the document
- h. High Jump system covered

**4. REST ROOMS**

- a. Stadium rest rooms are not available to external renter. Portable toilets are required by external renter unless other arrangements have been made
- b. External renter may use pop-up tent in district pre-approved areas (not grass, track or turf) for weigh-ins

**5. CUSTODIAL/UTILITY II RESPONSIBILITIES**

- a. Unlock entrance gate and press box
- b. Patrol stadium, parking lot, or other assigned areas at all times
- c. Keep unauthorized people out of artificial field/track fenced area
- d. Activate scoreboard and verify it operates properly

- e. Unless directed otherwise, the purpose of the assigned custodian is to remain in the assigned work area or areas required to fulfill his or her responsibilities.
- f. Ensure barbeques are 10 feet away from any building or structure
  - i. Place drip pans or tarps under barbeques to avoid spillage on pavement
  - ii. Never dump grease, oil, briquettes or barbeques anywhere on TUSD property or garbage cans or dumpster. If accident spill occurs, custodian is to provide an oil absorbent and clean properly
  - iii. Ensure barbeque grills are operated on concrete or asphalt surfaces only
- g. Report all violations of stadium rules to representative of external renter
- h. Activate stadium lights at dusk and deactivates after the event is complete and stadium is cleaned
- i. Provide trash can liners and empties trash cans as needed during the scheduled event
- j. The external user is responsible for thoroughly cleaning the stadium after use. If the external user refuses to clean the stadium to specification, custodian is required to obtain overtime authorization from high school Maintenance Supervisor or Director of MOT. External user will be charged applicable hourly custodial fees
- k. Parking Lot patrol
- l. Empties all trash cans to dumpsters (home, visitor bleachers, football practice field and parking lots)
- m. Do not carry trash bags or cans across track or turf. Drive mule or walk around and make sure bag is not leaking if so, double up the bag
- n. Turns off lights and secure and lock all gates
- o. If the assigned custodian is unable to commit to the overtime assigned or has an emergency and cannot complete his or her assigned duties, the custodian must contact his or her supervisor to arrange coverage. If other arrangements cannot be made, the custodian must contact the Stand-By Person at (209) 321-1329. If the custodian contacts the Stand-By person for any reason other than an emergency, he or she will be charged for the overtime he or she reports to the district.

## **6. EXTERNAL USER RESPONSIBILITIES**

- a. Supervise all children present, leaving no child unattended
- b. Assign patrol at each gate to the field
- c. Prepare food in the approved areas only

## **7. EXTERNAL USER PROHIBITIONS**

- a. Do not allow chewing gum, sunflower seeds, glass containers in the stadium
- b. Do not use permanent restroom facilities in the stadium or on school campus. Use portable restrooms as necessary.
- c. Do not use campus locker rooms (with the exception of Millennium High School)
- d. Do not use district owned equipment, including yard markers, end zone pylons, 10-yard chain set, mechanical or electrical vehicles, etc. unless specifically authorized in the permit
- e. Do not use vehicles on track or artificial turf in the stadium – emergency vehicles only
- f. Do not allow any external users inside the field/track area except coaches and participants
- g. Do not allow rubber or hard plastic cleats on track – use mats if provided for crossing. Do not allow metal cleats into any TUSD stadium
- h. Do not allow spikes on turf
- i. Do not allow drinks, other than bottled water on turf
- j. Do not use district owned ice machines. TUSD does not provide ice.

- k. Do not insert any stakes, pegs, nails, or any other fastener into turf or track
- l. Do not use extension cords (which are tripping hazards, and may trip electrical breakers). Use only site outlets designated in the use permit. If the renter trips an electrical breaker the assigned custodian is only authorized to reset breaker one time
- m. Do not allow vehicles on the artificial turf
- n. Do not enter concession buildings for any reason
- o. Do not park in undesignated areas. Park in designated parking spaces
- p. Do not use baseball, softball, tennis or grass fields without an approved permit
- q. Do not use tape on track, chalk marking ok.

**8. OPERATION OF SCOREBOARDS**

- a. The assigned custodian is the ONLY authorized person to activate or deactivate the scoreboard
- b. Once activated by a custodian or other TUSD employee, scoreboard equipment may be operated only by Adults 21 years of age or older

**9. EXTERNAL RENTER SOUND EQUIPMENT**

- a. In consideration for neighbors, the Press Box sound system volume will be in locked position for all users.
  - i. External users must bring their own audio cables to connect music to school audio system.
  - ii. An outlet is available at the bottom of the home side bleachers at the 50-yard line mark.
- b. Microphones:
  - i. High School stadiums have wired microphones
  - ii. Access to a district owned microphone is not guaranteed.
- c. No public address speaker sounds may be transmitted before 10:00 AM or after 9:00 PM

**ASSIGNED CUSTODIAN AND FACILITY USER ARE TO REPORT ANY ISSUES TO THE  
FACILITY USE DEPARTMENT WITHIN 24-48 HOURS  
Monday-Friday– 830-3297**

**Attachment B.2  
Maximum Occupancy & Parking Lot Chart**

In accordance with local Fire Regulations, the number of people present, at any activity, shall not exceed the posted occupancy for the room(s) and parking lots.

<b>Site</b>	<b>Multi-Purpose Room/ Cafeteria*</b>	<b>Multi-Purpose Room Dining**</b>	<b>Gym</b>	<b>Small Gym</b>	<b>Theater</b>	<b>Stadium</b>	<b>Pool</b>	<b>Regular Parking Spaces</b>	<b>Handicap Parking Spaces</b>
<b>Bohn</b>	567	265						50	2
<b>Central</b>	701	319						38	3
<b>Freiler</b>	698	321						114	6
<b>Hirsch</b>	567	265						57	2
<b>Jacobson</b>	567	265						51	2
<b>Kelly</b>	719	336						122	5
<b>Kimball High</b>	902	410	2318	521	400	3706	132	1209	28
<b>McKinley</b>	427	199						57	4
<b>Monte Vista</b>	558	253						50	2
<b>North</b>	645	298						64	5
<b>Poet Christian</b>	567	265						48	2
<b>South</b>	857	400						117	6
<b>Stein</b>	572	267						55	8
<b>Tracy High</b>	1,185	525	1670	700	325	3753	116	350	15
<b>Villalovoz</b>	561	282						88	8
<b>West High</b>	653	415	2680	418	180**	4159	260	644	17
<b>Williams</b>	648	302		598				104	5

\* Maximum capacity based on Fire Marshall Limitations.

\*\*Maximum seating capacity in multi-purpose/cafeeteria based on the number of dining room table seats.

**Attachment B.3  
Types of Field Chart**

<b>Site</b>	<b>Small Base ball &lt; 10</b>	<b>Small Base ball &lt; 12</b>	<b>Base ball</b>	<b>Soft ball Practice</b>	<b>Soft ball</b>	<b>Soccer</b>	<b>Tennis Courts</b>	<b>Football Practice</b>	<b>Stadium</b>
<b>Bohn</b>		*3				1		1	
<b>Central</b>		1		1		1		1	
<b>Freiler</b>	*2								
<b>Hirsch</b>	*4					1		1	
<b>Jacobson</b>	*2					1		1	
<b>Kelly</b>	*2					1			
<b>Kimball High</b>			2**		2**	1	8	1	1
<b>McKinley</b>	*2					1		1	
<b>Monte Vista</b>			4**			1		1	
<b>North</b>	*2								
<b>Poet-Christian</b>	*3	*1				1		1	
<b>South Stein</b>		1		1	1				
<b>Tracy High</b>						1	6	1	1
<b>Villalovoz</b>	*1				2	1		1	
<b>West High</b>			2**		2**	2****	8	2	1
<b>Williams</b>					5	1		1	

\*Grassy Field, with no backstop or other improvements  
 \*\*Varsity fields not available during high school season  
 \*\*\*\*WHS North Soccer field not available for public use  
 District-owned lights are not available on any fields except Stadiums

**Attachment B.4**  
**Theater Policy and**  
**High School Theater Supplemental Questionnaire (B.4.a)**

- 1. DUE TO STATE LABOR LAWS, STUDENTS ARE NO LONGER ALLOWED TO RUN LIGHT AND SOUND EXCEPT FOR CURRICULAR AND EXTRA-CURRICULAR FUNCTIONS.**
- 2. RESTRICTIONS:**
  - a. West High School theater is not available to the public
  - b. Renters are prohibited from entering the Sound and Light room
  - c. Animals are prohibited in theater (except as allowed per AR 6163.1)
  - d. Live plants or trees are prohibited
  - e. No altering of any lights, equipment, access to sound board or rearranging plugs
  - f. Food and drinks are prohibited inside theater
  - g. High School theaters are used most school days. External Renter sets may not be left up that will interrupt instructional use of the space.
  - h. No permanent alterations can be made anywhere in the theater.
  - i. No pins, nails are allowed in curtains, walls or flooring.
  - j. No equipment attached to floors or walls.
  - k. No tape allowed except spiking or blue or green painters tape
- 3. THEATER LIGHTING:** Standard house lighting provided only.
- 4. DRESSING ROOMS, MAKE-UP ROOMS, AND TICKET ROOMS:**
  - a. Dressing rooms and the Kimball High School ticket room must be requested separately on the facility use permit. Otherwise, the rooms will be locked and unavailable.
    - i. Tracy High make-up and dressing rooms are not available for rental.
  - b. If the external renter includes youth participants 18 years of age or under, adult supervision must be present at all times for each room.
  - c. The interior offices and classrooms of the theater building are not available for rental. Nothing in those areas may be used for by external renters at any time.
- 5. DOORS:** The assigned custodial staff will unlock theater doors at the time specified on the approved permit. At no time may the rented building be left unattended, nor the doors be propped open.
- 6. EQUIPMENT:** Piano, risers, flats, band equipment including music stands are not available to external renters. If district equipment is unavailable, out of commission, or restricted from outside use, it shall not be made available to renters. District shall not be held responsible for equipment which is operable during a pre-inspection, but which is out of commission at the scheduled time of an outside facility rental event.
- 7. FOOD AND DRINKS:** Food and drinks are allowed in the lobby area only, but not inside the theater. External renters are required to monitor door entrances to prohibit food or drinks in prohibited areas.
- 8. CHECK-IN/CHECK-OUT:**
  - a. Set-up and clean-up must be included in the time indicated on the approved permit. The theater must be left in the same condition as found.
  - b. Any items left after the end of a permitted activity will be discarded.

**Attachment B.4.a**

**High School Theater Supplemental Questionnaire**

This is a supplemental questionnaire intended to improve service to organizations that rent high school theaters. This form must accompany the Facility Use Permit.

Name of Your Organization: \_\_\_\_\_

Dates	Est. Attendance	# of Shows	Start and End Time
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The time it takes for you to set-up and clean-up should be included on your facility use application.

What is the nature of your performance? (ie: 1-person speaker, church service, theatrical production)

\_\_\_\_\_

Will you bring equipment to the site? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes list: \_\_\_\_\_

Delivery of your equipment must be scheduled during the times you are approved to rent the theater.  
*Deliveries are not accepted during regular school hours*

Will you bring electrical equipment to theater? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes list: \_\_\_\_\_

*This will require prior approval and testing. Call school to make an appointment.*

Will you have sets or props? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes describe: \_\_\_\_\_

Do you need standard house lights for audience? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

Did you include your set-up and clean-up time on the facility use application?

YES \_\_\_\_\_ NO \_\_\_\_\_

Additional fees will be charged if any extra clean-up is required

Any damages to the facilities will be charged to the renter

*All items in the theater are the property of TUSD. We respectfully ask the items are not used or moved without prior permission.*

**Attachment B.5**

**Room Use and Clean-Up and Check-Out Check List**

**Tracy Unified School District  
ROOM CHECK-IN  
Before Use Checklist**

By signing this form, the Organization is aware of emergency exit and fire extinguisher locations. Food and drinks are prohibited in West High, Tracy High, Kimball High main and sub-gymnasiums, and McKinley Elementary café, all of which have wood flooring. Custodian provides user with approved requested equipment. Custodian does not assist with set-up or tear down unless Tier 1. User puts chairs back on rack, all trash in garbage bin etc. Organization is prohibited to staple, pin or hammer nails into any TUSD property walls, equipment or structures. Renter is responsible for supervising spectators including children. High School lockers are not available to renters with the exception of *Millennium High School*.

**Site:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Open Time:** \_\_\_\_\_

**Organization Name:** \_\_\_\_\_

√**Signature of District Employee Opening Facility:** \_\_\_\_\_

√**Signature of Organization Representative:** \_\_\_\_\_

**Checklist for condition of each area before use:**

Clean	No Damage	Area	Exceptions Noted:
<input type="checkbox"/>	<input type="checkbox"/>	Cafeteria	
<input type="checkbox"/>	<input type="checkbox"/>	Kitchen	
<input type="checkbox"/>	<input type="checkbox"/>	Gymnasium	
<input type="checkbox"/>	<input type="checkbox"/>	Multi-Purpose Room	
<input type="checkbox"/>	<input type="checkbox"/>	Pool Area	
<input type="checkbox"/>	<input type="checkbox"/>	Locker Room	
<input type="checkbox"/>	<input type="checkbox"/>	Classroom	
<input type="checkbox"/>	<input type="checkbox"/>	Fields	
<input type="checkbox"/>	<input type="checkbox"/>	Rest Rooms	
<input type="checkbox"/>	<input type="checkbox"/>	Parking Lot	
<input type="checkbox"/>	<input type="checkbox"/>	Other	
<input type="checkbox"/>	<input type="checkbox"/>	Other	
<input type="checkbox"/>	<input type="checkbox"/>	Other	

**SAMPLE**

**Check condition of approved equipment before use:**

Clean	No Damage	List Approved Equipment	Exceptions Noted:
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		

**Custodian and Renter describe check-in issues:**


**Attachment B.5  
Room Use and Clean-Up and Check-Out Check List**

**Tracy Unified School District  
ROOM CHECK-OUT  
After Use Checklist**

Site: \_\_\_\_\_ Date: \_\_\_\_\_ Close Time: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Checklist for condition of each area before use:

Clean	No Damage	Area	Exceptions Noted:
<input type="checkbox"/>	<input type="checkbox"/>	Cafeteria	
<input type="checkbox"/>	<input type="checkbox"/>	Kitchen	
<input type="checkbox"/>	<input type="checkbox"/>	Gymnasium	
<input type="checkbox"/>	<input type="checkbox"/>	Multi-Purpose Room	
<input type="checkbox"/>	<input type="checkbox"/>	Pool Area	
<input type="checkbox"/>	<input type="checkbox"/>	Locker Room	
<input type="checkbox"/>	<input type="checkbox"/>	Classroom	
<input type="checkbox"/>	<input type="checkbox"/>	Fields	
<input type="checkbox"/>	<input type="checkbox"/>	Rest Rooms	
<input type="checkbox"/>	<input type="checkbox"/>	Parking Lot	
<input type="checkbox"/>	<input type="checkbox"/>	Other	
<input type="checkbox"/>	<input type="checkbox"/>	Other	
<input type="checkbox"/>	<input type="checkbox"/>	Other	

**SAMPLE**

Check condition of approved equipment before use:

Clean	No Damage	List Approved Equipment	Exceptions Noted:
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		

Custodian and Renter describe Check-Out issues:


√Signature of District Employee Closing Facility: \_\_\_\_\_

√Signature of Organization Representative: \_\_\_\_\_

*If the renter did not clean room thoroughly, note on check-out. The TUSD employee must obtain authorization to work more than your approved hours from: Director of Maintenance/Operations/Facility Use: 321-0469, KHS Maintenance Supervisor: 321-3700, THS Maintenance Supervisor: 321-0349, WHS Maintenance Supervisor: 321-3625 or Other: 321-0984*

**Attachment B.6**  
**In-Kind Services and Estimate Documentation Form**

**IN-KIND SERVICES**

The district recognizes the desire by individuals, student groups, community groups, and facility use groups to offer in-kind services of work in order to perform incidental or cosmetic type work to school fields in an order to improve the appearance or functionality of those district assets.

In-Kind Services and improvements to outside fields, which mitigate the wear and tear on, or improve the maintenance of those fields, may be accepted in lieu of fees with prior written approval of this committee. In-kind payment requests must include a letter detailing the in-kind services to be offered, the benefit to the school district, and a completed attachment F. The district shall notify the local CSEA bargaining group in writing of all such projects a minimum of ten (10) working days prior to the implementation of the work.

All donated work shall require formal district review and approval, including a required plan, permits and inspections.

The district may participate in public service programs sponsored by local, state and federal agencies, including programs charged with performing incidental or cosmetic type work in an effort to improve the appearance of school facilities. Such programs may not result in the layoff or reduction of bargaining unit employees or positions.

**RECORD RETENTION**

Community rental of school district facilities records will be maintained for three years.

**REPORTS REQUIRED**

Community users in tier 3 must provide an accounting of revenues, expenditures, and donation amount to serve as a back-up document validating that proceeds are being returned to schools.

**APPROVED BY ADMINISTRATOR OF DIVISION**

Associate Superintendent for Business Services

TUSD Acknowledged: June 25, 2019

**See Next Page for In-Kind Services Estimate Documentation Sample Form**

### In-Kind Services Estimate Documentation Sample Form

The Tracy Unified School District Facility Use Sub-Committee will review all requests for approval or denial on all site improvements

Organization Name		Contact Person			Phone No	
School		Location/Area				
Job Description						
Start Date		Completion Date				
Contractor and Contact Information						
DESCRIPTION	QUANTITY	MATERIALS	LABOR	SUB-CONTRACT	TOTAL	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
<b>TOTAL QUANTITY REQUESTED</b>					\$	

SAMPLE

**DISTRICT APPROVALS (for office use only):**

Director of Building/Maintenance/Facility Use	√	Date
Director of Facilities	√	Date
Principal	√	Date
CSEA Union	√	Date
Associate Superintendent of Business Services	√	Date
Board Approved		Date
Facility Use Department – Verify Receipts	√	Date