



Santa Clara Unified School District

Terms of Use

General Terms and Conditions

The Superintendent or designee shall perform the following functions:

- Determine the eligibility of the individuals or groups seeking use of school property
- Determine if applicants are entitled to use of facilities on a free, direct cost, or fair market rental value basis
- Issue permits to those who qualify, if the facilities are available
- Insist upon the observance of all rules and regulations as set forth by the Education code, Civic Center Act, and Board Policy
- Revoke permits and deny use of District property to any individual or group, when a violation(s) of regulations occur

Eligibility:

The use of District facilities by individual persons, firms, corporations, groups, clubs, or associations is conditioned upon the adherence to the rules and regulations set forth by the District's Board.

District facilities shall **NOT** be made available for any of the following activities:

- Any use by an individual, society, group, or organization for the commission of any act intended to further any program or movement whose purpose is to overthrow the government of the United States or of the state by force, violence or other unlawful means
- Any use of school facilities or grounds that is inconsistent with school purposes or interferes with the regular conduct of student instruction, school administration, or schoolwork
- Fundraising campaigns except as permitted by Board Policy or special action of the Board
- Discriminatory activities
- Any activities that involve possession, consumption, or sale of any restricted substance
- Any other activities otherwise forbidden by the California Education Code, the Civic Center Act, and/or California and Federal law

General Rules and Acceptable Behavior:

Responsibility

- Facility users shall be responsible for the conduct and control of both patrons and participants, and must comply with all applicable State and Federal laws, City ordinances, District regulations, by-laws, and policy conditions. The Board or designee reserve the right to suspend or prohibit any use of facilities regardless of prior approval.
- School property must be protected by the user from damage or mistreatment. Each group using such property must be responsible for the condition in which it leaves the facility. Damage to school property and/or equipment shall be paid for by the organization that has use of the facility. Use permit holders are expected to leave the facility in the condition in which it was found, this includes picking up all litter and recycling. If user groups do not clean up after themselves, user will be charged additional fees.

Representative Onsite

Each organization's supervisor or designated representative must remain onsite during the entire activity and have in his/her possession a copy (digital is okay) of the permit.

Disallowed Items and Actions

- The District strictly prohibits use of tobacco, vaping devices or e-cigarettes, possession and/or consumption of intoxicants such as marijuana and alcohol, illegal substances in any form or weapons of any kind in any part of the facility or on the grounds surrounding the facility.
- No food or beverages are to be sold on school grounds or in buildings, except with special prior approval. No food or beverages are allowed in the gymnasiums, classrooms, weight rooms, band room, choir room, wrestling rooms.
- No pets on any portion of a site

Custodial Services

- Custodial services are provided only for access to reserved rooms and restrooms, rented equipment set up, and cleaning of the building/grounds. Additional equipment and setup are not included in the rental fee. User should bring their own equipment and set up on their own. Custodial services do not include the erecting or dismantling of scenery, equipment or other apparatuses. Custodians are not required to perform tasks or errands, requested during the event, for the party using the facilities prior to, during, or following an event. The holder of the permit must furnish all the help necessary to arrange and run the programs. There is a list of rental equipment located on the facility rental list and if the user needs the use of these items, additional fees will apply.
- If a group of 15 or more people and/or 2 hours of facility use, a custodian, or other employee assigned by the Maintenance Department is required to remain onsite.

Use of Facilities

- Approval of the use of facilities does not necessarily include the use of District-owned equipment such as public address systems, musical instruments, or stage scenery.
- Events and activities scheduled within District buildings must terminate with sufficient time to permit cleaning of the facilities.
- Whenever any equipment, scenery, or apparatus is left after the use of a school facility, the user will be charged a fee for the removal of the item(s). The removal will not be delayed for the convenience of the party who uses the facility.
- Users who have requested the use of a facility for multiple days may choose to leave equipment behind. User must submit a request to leave behind equipment in writing. Requests must be approved by the site Principal. We ask that the equipment be placed to the side and out of the way so that the facilities can be easily cleaned by our custodial staff. Please note: Santa Clara Unified is not responsible for any items left behind by the User that may become damaged, lost, or stolen.

Fields

- SCUSD programs have priority use of all fields.
- User is responsible for monitoring weather conditions and evaluating playing fields when the threat of lightening or dangerous conditions approaches. User shall cancel events if field conditions could cause harm. In the event of weather cancellation for any reason, please contact the District as soon as the decision to cancel has been made.
- No improvements or additions shall be made without written consent of the District.
- No climbing on fences, backstops, or buildings. Backstops shall not be moved.
- No animals, including pets, are allowed on the playing fields, unless allowed by law.

- Exterior sound amplification is not allowed by outside users, unless previously approved in writing.
- Portable lights are prohibited from use on all district facilities, unless previously approved in writing.
- Fields are not prepped and do not include use of bases or soccer goals, nor are they available.
- There shall be no tampering with any irrigation system and no playing on areas scheduled for watering.
- Portable toilets may be permitted on a site by site basis. The Principal or designee will determine the designated location. Approved users will pay for the rental and maintenance of the toilet, coordinate the cleaning schedule, and provide a lock for security. It must be secured to an immovable object, cleaned regularly and be removed immediately following the last game of the season. If vandalized, it must be dealt with and the correction made that day or by the following day if reported to you after 12 noon.
- Teams must adhere to scheduled days and hours of use. Absolutely no league personnel can be on a school field while school is in session.
- Practices or games must be canceled if rainfall occurs within 24 hours of a scheduled practice or game.
- If asked, coaches must be able to show this permit (digital is okay) any time they are on fields. Without it, they will be told to leave the fields immediately.
- Fields must be walked for trash pickup at the end of field use every day and trash should be taken with you, not placed in the school garbage can or dumpster.
- Vehicles must be parked in approved parking areas or on adjacent streets. Vehicles will be subject to ticketing or tow away if they block driveways, park in red zones or in business parking lots, on the blacktop or on the fields. This can also lead to your permit being revoked.
- Weekend use can begin no earlier than 7:00 a.m. if the fields are adjunct to neighboring houses.
- Groups using fields following After-School Programs may not be on the field until 6 p.m. Verify participants understand this, so they do not let their kids on the field to wait for practice/games to begin or to kick or toss a ball around. It is unsafe for them to do so while the After-School Program is using the fields.
- Good sportsmanship is expected at all times, especially between leagues sharing a field.

General Terms:

- An application for permit to use school facilities should be submitted online at least three (3) weeks prior to the date requested. The school district may take up to three (3) weeks to process the request before final approval.
- No permit shall be issued for a period longer than a fiscal year which is July 1 – June 30. A new application may be submitted each year.
- Cancellations must be made seven (7) business days or more in advance of the cancelled event date in order to receive a refund. Refunds may exclude application processing fee and credit card processing fees as appropriate/required. Cancellations made less than seven (7) business days in advance will forfeit all charges and fees and may result in penalties including disqualification for future site use permits. Such charges and penalties will be assessed at the District's sole discretion. The use fee may be refunded, if cancellation is due to uncontrollable circumstances, such as weather.
- All rules are applicable to all district owned sites.
- It may be necessary to deny use of facilities if authorized persons cannot be made available to provide supervision. Hours requested should begin with your arrival time and end with your departure time. This shall include time needed for set up and break down.
- Permits are issued only by the district. An authorized copy of the permit will be available to the requester upon final approval. Permits may be printed out or stored on a mobile device. Users will need to present the Permit when asked.
- Violation of any Term or Condition by any individual or organization during occupancy shall be sufficient cause for denying future use of the school facilities to the organization.

General Conditions:

- No person or group may use facilities in such a manner as to constitute a monopoly.
- No smoking, narcotics, gambling, profane language, quarreling, fighting, throwing of rocks, dirt, or other debris.
- Use of school facilities for religious or sectarian purposes shall be permitted on a temporary basis per Education Code 38138 (3).
- Any group granted the use of any school facilities shall use them only for such purposes as are specified in the permit for use and shall limit the use to the facility; i.e. the specific classroom, multipurpose room or field and shall stay a reasonable distance from all spaces not expressly permitted.
- No skating (skates or skateboards), bike riding, or rolling (scooters, etc.) around or near school buildings and corridors. Bikes, skateboards, scooters, etc. are to be placed in appropriate racks. The racks shall not be moved.
- No power-driven model airplanes, power-driven model cars, power scooters, power driven go-carts, or drones.
- No rockets or any objects using explosives or fuel for propulsion.
- No cooking is allowed on the premises, except in those areas expressly rented for cooking use and a Nutrition Services personnel is present.
- No golf.
- Automobiles and motorcycles shall be parked in designated parking areas only.
- No one shall be allowed on district grounds after sunset unless written permission is obtained through the permit process.
- No bounce houses or balloons.

Keys to School Facilities

- Keys and alarm codes to school facilities shall not be issued to anyone other than school district employees, unless approved by the superintendent or designee.

Kitchen Facilities

- Kitchen facilities shall not be used for food preparation unless supervised by District Nutrition Services personnel. This is an additional fee.
- All requests for kitchen use shall be approved by Nutrition Services prior to the permit approval.

Insurance

- No use or occupancy of any district property will be permitted unless the person or group furnishes proof of liability and property damage insurance in accordance with required minimums established in the district procedures and names the District as an additional insured on the CG 20 11 96 Form.
- The user agrees to be fully responsible for the payment of any and all damages to the school premises including furniture and equipment. The requesting organization affirms that it will assume liability responsibility, defend, and hold Santa Clara Unified School District harmless for any accident or injury arising from use of the facilities, and comply with all district rules and regulations. Furthermore, the requesting organization's insurance shall be primary in regard to any and all claims for the accident or injury arising from use of facilities.