



*Where students are family
and learning comes to life!*

Denair Unified School District School Facility Use Guide

Contents

Introduction.....	2
Application Process.....	2
Application Checklist	3
Appropriate Activities on School Sites.....	4
School Facility Rules and Use Agreement	5
Insurance Requirements & Example of Liability Insurance.....	6
Facility Use Classification and Fees.....	7
Schedules by Category.....	8
Application for Use of School Facilities.....	9
Standard Facilities Use Rules & Use agreement.....	10
Additional Standard Facility Use Rules.....	11

Introduction

Our school facilities are an integral part of the education process for students enrolled in the Denair Unified School District. Recognizing that school facilities may also be of benefit to our students participating in after-school activities, as well as other community groups and organizations, the DUSD Governing Board has conditionally approved use of school facilities by non-school groups and organizations. This “School Facility Use Guide” is intended to answer questions and help individuals complete the process required to use school facilities.

Application Process

The application process includes the procedures for making sure that your group or organization is approved, activities are appropriate for school use, facilities are available, the activity/event is scheduled and the facilities requested are ready.

We have prepared a checklist to help you work through the process of reserving a school facility. We have arranged these steps in the most logical order for the applicant. For example, determining whether the “type” of activity is allowed on our schools facilities would be first on the list; since there would be little reason for you to go through the entire application process only to find out that a “paint-gun war” will not be approved by the District.

We recognize that this “School Facility Use Guide” may not answer all the questions that you might have. If you have additional questions, please feel free to contact us in the Facilities Department at (209) 632-7514 extension 1215.

Application Checklist

Follow this process to apply for use of school facilities at Denair Unified School District:

1. Check to see if the activity you wish to apply for is approved to be held at our school facilities **BEFORE you rent, commit to, or sign any agreement or contract for the activity.** You can find this information in the “Appropriate Activities for School Sites” section later in this guide. This list is not comprehensive; please call if you are unsure if the activity will be approved.
2. Read over the “School Facilities Rules and Use Agreement” section of this guide to be sure you, your staff and all your attendees will be able to comply with the rules listed.
3. Submit a completed Application and Agreement for Use of School Facilities with the Agreement/Declaration of Applicant page initialed and signed. If you are going to use one of the school kitchens, also include an initialed and signed Agreement/Declaration of Applicant for that facility as well (located at the end of this guidebook). Applications have an internal approval process and must be submitted at least three weeks prior to the date of the activity/meeting/event. Applications can be dropped off at the Denair Unified School District at the District Office.
4. Once your facilities request is approved, you will be notified by email with a final copy of the approved application. You will then need to obtain a Certificate of Liability Insurance of \$3,000,000.00 aggregate, naming “Denair Unified School District” as the additional insured. An example of this form can be found in the Insurance Requirements section of this guide. If this completed Certificate of Liability Insurance is not received by the Facilities Office at least 7 days prior to the event, the application and event will be canceled.
5. If applicable, submit your payment to the District Office no later than 7 days prior to the event (no cash payments are accepted.) If payment (by check, money order or cashier’s check--only) is not received 7 days prior to the activity/meeting/event your application and right to use the school facility will be canceled.
6. On the day(s) of the activity/meeting/event bring the approved Application and Agreement for Use of School Facilities as evidence of your approved status and right of reservation. You or your designee must be able to produce the approved Application and Agreement for Use of School Facilities if requested by DUSD personnel or a public safety official

Appropriate Activities on School Sites

Most people recognize that schools are special places. There are a number of state and local laws that prohibit certain activities anywhere near a school. Additionally, DUSD has a list of activities that are not allowed on school grounds, and other activities that may be allowed only under certain circumstances. While the list below is not comprehensive, it should give the applicant a good idea of the types of activities that are typically approved (Green), the types of activities that are most often conditionally approved (Yellow), and those activities that are not approved at our schools (Red). Please note, each individual activity must be approved for overarching events such as family parties & carnivals.



Green – Typically Approved Activities/Meetings/Events

After School Program	Face Painting	Parent Education
Arts & Crafts Activities	Fashion Shows	Spelling Bees
Book Fairs	Fun Runs	Balloon Artists
Athletic Leagues & Clinics	Litter Cleanup	Dances
Polling Places	Magic Shows	Cheer Practice
Language Classes	Movie Nights	Banquets
Bible Study	Church Services	Recitals



Yellow – Approvals will be Conditional. These types of activities or events may have additional restrictions by governmental agencies or DUSD’s own insurance carriers. You may be required to secure other permits/permissions, or follow specific guidelines in order to carry out these types of activities or events. Please contact the Facilities Office for specific conditions.

Auctions	One-Day Athletic Event	All Commercial Filming
Bake or Food Sales	Petting Zoos	Ice Cream Socials
Concession Stands	Raffles	Haunted Houses
Costume Parties	Inflatable Activities	Tournaments
Drone Use	Swim Parties	Obstacle Courses
Grad Nights	Water Balloon Parties	



Red – STOP: In general, activities resulting in students running into each other or striking each other with any type of object through the normal participation of the activity will not be approved. Specifically, these are examples of activities that are not allowed on school facilities by outside organizations.

Archery	Paintball Games	Inflatable Slides
Drone Instruction	Velcro Walls	Mechanical/Motorized Rides
Bungee Jumping	Propane (including use with BBQs & Food Trucks)	Rock Climbing Wall
Bounce Houses	Trampolines	Hot Air Balloons
Fireworks	Dunk Tanks	Shooting Practice

School Facility Rules and Use Agreement

Applicants are required to agree to abide by the District's "General Rules" while using the District's facilities and to ensure that their participants or guests also abide by the rules as well. This also applies to the additional "Kitchen Rules" if they are using those facilities. **Groups or organizations not adhering to or enforcing these rules may be required to leave the school facility before the conclusion of their event and not be allowed to return.**

General Rules

- No Fighting
- No Parking in designated fire lanes due to safety concerns.
- Do not block fire exits
- Room occupancy limits are posted. Groups must adhere to posted fire marshal occupancy limits of the reserved space.
- No nails, screws, staples, tacks or other fasteners shall be used on the doors, windows, or walls of the facilities.
- No inappropriate language
- No abuse of officials, coaches or athletes
- No unsportsmanlike conduct
- No skateboards, rollerblades, roller skates or motorized wheel boards.
- No bicycles except in designated areas.
- No alcoholic beverages, intoxicants, drugs or controlled substances
- No tobacco products, including vape pens, are permitted on school grounds or in school facilities
- No propane use by participants or vendors.
No animals, unless by written permission (such as a petting zoo) or for service animals accompanying a disabled person or service animals in training or law enforcement.
- A District employee must be on the site during the time the organization is present.
School personnel will open and close buildings at requested times. Restrooms will be open for use only when authorized.
- School personnel will operate all school equipment.
- The rental area is to be cleaned and left in good condition, or deposit may not be returned.
- The Applicant understands and agrees that the District may immediately cancel Applicant's use of the school facilities, in whole or in part, in response to any declared or imminent health, safety or financial emergency, or District may postpone Applicant's use of the school facilities until such time as the period of emergency is resolved. Any fees or deposits (not including application and/or processing fees) that were paid in advance for use of school facilities shall be refunded in full to the Applicant within thirty (30) days. The Applicant understands and agrees that the District shall not be liable to Applicant or any subcontractor or third-party for consequential damages, lost profits, or other losses arising from cancellation or postponement of Applicant's request to use school facilities.
- Noise: Whistles (except by umpires or referees), air horns and other air-powered or mechanically powered devices are prohibited at all events.

Rules for Kitchen Use:

- All General Rules above apply
- A nutrition services employee must be assigned to ensure sanitation, safety and proper operation of equipment. The employee will act in a supervisory capacity only. The user group is responsible for preparation and cleanup.

Insurance Requirements

Every group or organization must also have insurance for the event, and have "Denair Unified School District" specifically listed as "additionally insured." The amount of coverage required is \$1,000,000, per occurrence, for liability and property damage, and \$3,000,000 aggregate. There are a number of insurance companies that can provide insurance for almost any type of activity, whether it is for a season of soccer practices or a one-day wedding event. The insurance company you use should send the District, at your request, a "Certificate of Liability Insurance."

The Facilities Office must receive this Certificate of Liability Insurance, with all the proper amounts and DUSD named additionally insured, **at least 7 days prior to your event, or your approvals and the event will be canceled.** Since insurance companies require several days to produce a Certificate of Liability Insurance, we recommend you request this certificate early. We have included a sample of a Certificate of Liability Insurance so you can see what it should look like.

Sample:

ACORD [®]		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/01/2011		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER NAME OF INSURANCE COMPANY		CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS:		INSURER(S) AFFORDING COVERAGE		
INSURED YOUR COMPANY OR ORGANIZATION NAME AND ADDRESS. THIS INFORMATION MUST MATCH THE FACILITIES USE APPLIC		INSURER A:		NAIC #		
		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				
		INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INCL. W/CD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		#00000000000	START DATE	END DATE	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000.00 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 3,000,000.00 PRODUCTS - COMPOP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB EXCESS LIAB DEED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OF FIRM/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below					W/C STATU- TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO THE LIABILITY ARISING OUT OF THE NEGLIGENCE OF THE NAMED INSURED. ALL POLICY TERMS AND CONDITIONS APPLY.						
CERTIFICATE HOLDER			CANCELLATION			
DENAIR UNIFIED SCHOOL DISTRICT 3480 LESTER RD DENAIR CA 95316			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE			
ACORD 25 (2010/05)		© 1988-2010 ACORD CORPORATION. All rights reserved.				
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Facility Use Classification and Fees

The Denair Unified School District Board has allowed for different fees to be charged for different types of groups and organizations.

No Fee (DUSD Affiliate Groups)

DUSD Affiliate Groups, like the PTA, Boosters, etc., with the approval of DUSD, are not charged for school facility use, unless their use results in a cost to the District.

Direct Cost (Non Profit)

Nonprofit organizations not directly related to DUSD's educational program and/or charge admission, fees, dues or contributions.

Fair Rental (Profit)

Organizations engaged in fund-raising or profit-making activities for which the net proceeds are not to be expended for the welfare of DUSD students.

Special school facility use and fees may be approved, on a case-by-case basis, for other municipal organizations (through the City, County, or State University system). These other agreements must be approved in writing by the District Superintendent or designee

Facility Use Access Keys

Only authorized DUSD personnel shall possess a key, or keys, to DUSD facilities. DUSD facility keys shall not be loaned, given or copied for the Facility Use of DUSD facilities.

Facility Capacities

Classrooms 30
DECA Gym 1050
DHS Gym 1545
DHS Coyote Cafe 112
DMS Coyote Center 1472
DO Board/Leadership Room 80

**DENAIR UNIFIED SCHOOL
FACILITIES USE FEE SCHEDULE BY CATEGORY**

<u>FACILITY</u> \$200.00 Deposit	<u>DIRECT COST (NON PROFIT)</u> <i>Nonprofit organizations not directly related to DUSD's educational program and/or charge admission, fees, dues or contributions.</i>	<u>FAIR RENTAL USE (PROFIT)</u> <i>Organizations engaged in fund-raising or profit-making activities for which the net proceeds are not to be expended for the welfare of DUSD students.</i>
Classroom	\$32.50/hour	\$40.75/hour
Amphitheater (DHS)	NOT AVAILABLE FOR RENT	NOT AVAILABLE FOR RENT
Theater/Coyote Center DMS *Must have a trained person. Additional fees may be incurred.	\$81.25/hour	\$89.50/hour
DHS Gym *Must also rent Restrooms; see fees below	\$81.25/hour	\$89.50/hour
DHS Gym w/ bleachers	\$195.00/hour	\$203.25/hour
Shower / Locker Room (DHS)	\$39.00/hour	\$50.75/hour
Restrooms	\$24.50/hour	\$32.50/hour
Concessions	\$24.50/hour	\$32.50/hour
Cafeteria/Multipurpose (DECA & DHS)	\$40.75/hour	\$48.75/hour
DMS Kitchen Area	\$40.75/hour	\$48.75/hour
Cafeteria/Multipurpose w/kitchen use / Only available when café staff is available (All Sites)	\$65.00	\$73.25/hour
DHS Baseball Field - JV ONLY	\$24.50/hour	\$32.50/hour
DHS Football field / stadium & DHS Varsity Baseball field	NOT AVAILABLE FOR RENT	NOT AVAILABLE FOR RENT
DHS Softball Field	\$24.50/hour	\$32.50/hour
DMS / DECA Soccer Field	\$24.50/hour	\$32.50/hour
Tennis Courts	\$24.50/hour	\$32.50/hour
Tennis Courts w/ lights	\$78.00/hour	\$84.50/hour
Coyote Center (DMS Gym)	\$86.25/hour	\$89.50/hour
Coyote Center (DMS Gym) w/Bleachers	\$97.50/hour	\$105.75/hour
DECA Gym	\$81.25/hour	\$89.50/hour
DECA Gym w/ Bleachers	\$97.50/hour	\$105.75/hour
DECA Practice Field w/ Stadium Lights	\$97.50	\$105.75/hour
DECA Field w/ One Light	\$32.50	\$40.75/hour

***NOTE:** (1) If other facilities not listed above are requested for use the fee will be determined by the Director of Fiscal Services. (2) If DUSD personnel are needed outside of normal working hours to open/close, maintain restrooms and/or operate equipment, a two-hour minimum will be charged for opening and a two-hour minimum will be charged for closing at a rate of pay plus benefits paid to the employee. After hours and on weekends said hourly rate will be multiplied by 1.5. On holidays, said hourly rate will be multiplied by 2. There will be a two-hour minimum charge for after hours, weekends and holidays.

Standard Facilities Use Rules – Outside Organizations Only

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

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

_____ The Applicant affirms that the facility will be used only as stated on page 1. Applicant's signature on this form indicates that, to the best of his/her knowledge, the school facilities shall not be used for the commission of any act intended to further any program or movement the purpose of which is to overthrow the Government of the United States by force, violence or other unlawful means.

_____ Applicant understands that school facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law.
2. Any use which is inconsistent with the use of the school facility for school purposes or which interferes with the regular conduct of school or school work.
3. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco use.

_____ **The Applicant understands (LP) gas & propane tanks (including BBQs & Food Trucks) are not permitted.**

_____ Applicant understands that the school education program shall have priority use of all school district facilities. It is recognized that there may be situations when the request for facilities will need to be rescinded due to an unforeseen school event. The District will make every effort to communicate this change in a reasonable and timely manner.

_____ **HOLD HARMLESS & INDEMNIFICATION AGREEMENT:** I certify that I represent the above organization, and that the sponsoring organization, individual members of the sponsoring organization, and any and all participants and attendees for themselves, their spouse, heirs, administrators, executors and assignees, releases and shall hold harmless the Governing Board, District and its officers and employees from any claim or demand, including those based on the negligence of the Governing Board, District, and its officers and employees, arising from participation or attendance at this activity or function held on District property. Organizations as defined in Education Code Section 38134 (a) are subject to the provisions of Education Code Section 38134 (i).

_____ The Applicant will provide proof of insurance for personal liability and property damage in the amount of at least \$1 million for each occurrence and \$3 million aggregate. The Applicant will list the District as an additional insured, and name them as the certificate holder. (Due at least seven days prior to the event.)

_____ The Applicant understands that the area is to be cleaned and left in good condition, or extra fees may be charged.

_____ The Applicant understands that groups, organizations, or persons using school facilities or grounds shall be liable for any property damages caused by the activity. The organization may be charged the amount necessary to repair the damages and may deny the group further use of school facilities or grounds.

_____ The total fee is due to the Denair Unified School District at least seven days prior to use.

_____ Notification of any changes to dates/times of use that may result in a recalculation of fees must be reported to DUSD Facilities Department within 72 hours of each occurrence.

_____ A facilities use fee of 2 hours will be charged if this event is canceled by the Applicant less than 72 hours before the starting time.

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

Use Agreement:

I have read, understand, and agree to follow all the aforementioned rules and regulations established for the use of all DUSD Facilities and will enforce these same rules with all guests and participants. I understand that any violation of these rules may result in immediate removal from the facility and all future use of this facility and DUSD grounds may be denied.

Signature

Date

Printed Name

In Addition to DUSD's Standard Facility Use Rules

_____ No abuse of officials, coaches or athletes.

_____ No unsportsmanlike conduct.

_____ Property Damage: All DUSD property must be protected from damage and mistreatment and ordinary precautions must be maintained. Individuals and/or groups shall be responsible for the condition in which the facility that is used is left. Should any part of a field, building or said facility be damaged or abused beyond normal wear, repair of such damage will be paid for by the individual or organization involved and shall be sufficient cause for cancellation or denial of all future use.

Use Agreement:

I have read, understand, and agree to follow all the aforementioned rules and regulations established for the use of all DUSD Facilities and will enforce these same rules with all guests and participants. I understand that any violation of these rules may result in immediate removal from the facility and all future use of this facility and DUSD grounds may be denied

Signature

Date

Printed Name

In Addition to DUSD's Standard Facility Use Rules

The following applies for Kitchen Use

_____ A nutrition services employee must be assigned to ensure sanitation, safety and proper operation of equipment. The employee will act in a supervisory capacity only. The user group is responsible for preparation and cleanup.

Use Agreement:

I have read, understand, and agree to follow all the aforementioned rules and regulations established for the use of all DUSD Facilities and will enforce these same rules with all guests and participants. I understand that any violation of these rules may result in immediate removal from the facility and all future use of this facility and DUSD grounds may be denied

Signature

Date

Printed Name