



EMUHSD FACILITIES USE APPLICATION

EL MONTE UNION HIGH SCHOOL DISTRICT
3537 JOHNSON AVENUE, El Monte, CA 91731
(626) 444-9005 (District Office)

EL MONTE UNION HIGH SCHOOL DISTRICT BOARD POLICY 1330

Use of School Facilities

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses. *(cf. 6145.5 - Student Organizations and Equal Access)*

School-related activities shall have priority in the use of facilities and grounds. Other uses authorized under the Civic Act shall be on a first-come, first-served basis.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community. *(cf. 1330.1 - Joint Use Agreements)*

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities on those days on which the school is closed. *(Education Code 37220)*
(cf. 6115 - Ceremonies and Observances)

For the effective management and control of the school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: *(Education Code 38133)*

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

(cf. 1325 - Advertising and Promotion)

Fees

The Board authorizes the use of school facilities or grounds by nonprofit organizations, clubs or associations organized to promote youth and school activities. In accordance with Education Code 38134(a), these groups include, but are not limited to, Girl Scouts, Boy Scouts, Camp Fire USA, YMCA, parent-teacher associations, and school-community advisory councils. Other groups that request the use of school facilities under the Civic Center Act, including nonprofit groups not organized to promote youth and school activities or for-profit groups shall be charged an amount including utility costs. Both groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. *(Education Code 38134)*



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EL MONTE UNION HIGH SCHOOL DISTRICT ADMINISTRATIVE REGULATION 1330

Application for Use of Facilities

Any person applying for the use of school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 38131, 38132)

1. Public, literary, scientific, recreational, educational or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary or long term periods, on a year to year renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 6300 - Preschool/Early Childhood Education)
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination
7. A community youth center
(cf. 1020 - Youth Services)
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)



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9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board

The district may grant the use of school facilities on those days on which the public school is closed.

Restrictions

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
(*cf. 3513.3 - Tobacco-Free Schools*)
3. Any individual or organization that has utilized the facility in the past and has a current remaining balance.

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

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damages caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (*Education Code 38134*)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (*Education Code 38134*)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (*Education Code 38134*)

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facility being used.



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RULES AND REGULATIONS GOVERNING THE USE OF BUILDINGS, GROUNDS, AND EQUIPMENT FOR NON-SCHOOL PURPOSES

1. Application for Use of School Facilities shall be made on forms included within this packet. Forms maybe downloaded from the school or EMUHSD website.
2. Use of buildings or grounds on Weekends and holidays may not be authorized and will be approved based upon the availability of personnel to oversee the use of the facility.
3. Public use shall not be inconsistent with nor interfere with school district use.
4. Use will be denied to any individual, group, or organization for the commission of any crime or any act prohibited by law including those acts intended to further any program or movement to overthrow by any means the government of the United States.
5. When minors are involved, event sponsors shall have sufficient adult supervision while using district facilities to ensure adequate control.
6. A district employee responsible for the oversight of the use permit shall be at the facility at all times whenever a facility's buildings or grounds are used. The district employee shall open the facility upon the presentation of a district facility use permit properly issued and signed. He/she shall be responsible for the facility and will report any damage, misuse, and/or abuse to the Director of Facilities.
7. There shall be no loud music or other amplified sounds, noise, lights or other activities that violate local ordinances or otherwise disrupt adjacent neighborhoods and businesses. Profane language, fighting or gambling is prohibited on school premises.
8. The possession or use of tobacco products, narcotics or alcoholic beverages or any other restricted substance on district property is strictly prohibited.
9. No product, including, but not limited to food or drink shall offered for sale on school premises without district approval. --- **No food or drinks are permitted in the Auditoriums.**
10. The number of attendee's present shall not exceed the capacity authorized by fire regulations.
11. Vehicles present shall not exceed the number of authorized parking spaces in the parking lots assigned to the event. Vehicles shall be parked in appropriately marked spaces. Vehicles inappropriately parked on district property shall be subject to towing at the owner's expense.
12. No modification of district facilities shall be permitted. District facilities must be left in the same condition as they existed prior to the permitted use. Decorations shall be erected and completely removed in a manner not destructive to school property. The use of open flames such as candles, non-fireproof decorations, nails, tacks, staples or any tape other than painter's tape is not permitted.
13. Although the user fee covers the cost of buildings utilities, the user group shall conserve energy and water in a manner similar to the daily use of the facility by school operations. The only supplies that shall be utilized by the user group include toilet paper, hand soap and other toiletries. Users shall place all refuse in appropriate containers.
14. Equipment shall not be used without prior approval on the facility use permit. Furniture and/or equipment shall be returned to the same position and/or location as it existed prior to the permitted use. Users are not permitted to leave equipment or materials at the school facility without approval by the Director of Facilities (list all items to be stored at the school facility by the user on the Event Info Form.
15. Users shall use the facilities only for the purposes specified in this Application, district regulations, and shall limit use to the specific spaces specified in the use permit. Staff members present at the event shall not permit any individual or group to use any equipment, room or other facility on the premises, which was not designated on the use permit application as approved.
16. There will be a four (4) hour minimum when scheduling labor and facility hours.



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User Classifications

The California Education Code Section 31834 allows the Board of Education to adopt guidelines for charging users differing rates for the use of the Districts' facilities. The Board has determined that the following "Classification" of users will be used in determining the rental rates for its facilities.

Category I (Only for EMUHSD Educational departments and facilities.)

Category II

Certified 501C3 nonprofit organizations, and clubs or associations organized to promote youth, school activities, and any group that uses school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities of the district, as determined by the governing board. No admission or participation fees are to be included at such event.

- (1) Girl Scouts, Boy Scouts, Camp Fire, Inc.
- (2) Parent-teachers' associations.
- (3) School-community advisory councils.
- (4) Public, literary, scientific, recreational, educational, or public agency meetings.
- (5) The discussion of matters of general or public interest.
- (6) The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization that has no suitable meeting place for the conduct of the services,
- (7) Child care or day care programs to provide supervision and activities for children of preschool and elementary school age.
- (8) The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.
- (9) Supervised recreational activities including, but not limited to, sports league activities for youths that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination.
- (10) A community youth center.
- (11) A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization.
- (12) Other purposes deemed appropriate by the governing board.

Category III

In the case of entertainments or meetings where admission fees are charged or contributions are solicited and the net receipts are not expended for the welfare of the pupils of the district or for charitable purposes, a charge shall be levied for the use of school facilities or grounds which charge shall be equal to fair rental value.



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FACILITY RENTAL RATES

These hourly rates include the auditorium facility fee, HVAC, Utilities, Restroom Stock and Wear and Tear. Labor is a separate cost and will depend upon the demands and requirements of each and every event. All Approved Applications will include a DIRECT COST flat rate of 15%. The 15% fee will cover any additional measures that have to take based on the recommendations of the CDC to disinfect and use the proper and approved disinfectants in all of our facilities.

RHS & EMHS AUDITORIUM	CAT 1	CAT 2	CAT3
4 Hour Rehearsal (Minimum)	\$0	\$438	\$688
Additional Rehearsal Hours	\$0	\$156	\$188
4 Hour Performance (Minimum)	\$0	\$813	\$1,063
Additional Performance Hours	\$0	\$219	\$281

SMALL/BLACK BOX THEATER	CAT 1	CAT 2	CAT3
4 Hour Rehearsal (Minimum)	\$0	\$312	\$563
Additional Rehearsal Hours	\$0	\$125	\$156
4 Hour Performance (Minimum)	\$0	\$563	\$813
Additional Performance Hours	\$0	\$156	\$219

OTHER FACILITIES	CAT 1	CAT 2	CAT3
Classroom – No AV Equipment	\$0	\$19 ph.	\$38 ph.
Classroom – with AV Equipment	\$0	\$29 ph.	\$56 ph.
Cafeteria Dining Room – No AV Equipment	\$0	\$48 ph.	\$94 ph.
Cafeteria Dining Room – with AV Equipment	\$0	\$75 ph.	\$150 ph.
Cafeteria Kitchen – (EMUHSD Kitchen Staff Required)	\$0	\$81 ph.	\$163 ph.
Board Room/PDC – No AV Equipment	\$0	\$63 ph.	\$125 ph.
Board Room/PDC – with AV Equipment	\$0	\$94 ph.	\$188 ph.

ATHLETIC FACILITIES	CAT 1	CAT 2	CAT3
Football Stadium – No Lights	\$0	\$94 ph.	\$188 ph.
Football Stadium – with Lights	\$19 ph.	\$110 ph.	\$219 ph.
Baseball/Softball/Soccer Fields – No Lights	\$0	\$63 ph.	\$125 ph.
Baseball/Softball/Soccer Fields – with Lights	\$19 ph.	\$79 ph.	\$156 ph.
Tennis Court – No Lights	\$0	\$48ph.	\$94 ph.
Tennis Court – with Lights	\$13 ph.	\$63 ph.	\$125 ph.
Gymnasium	\$0	\$69 ph.	\$138 ph.
Gymnasium – With HVAC	\$19 ph.	\$88 ph.	\$156 ph.
Scoreboard/PA System (If Available)	\$0	\$31 ph.	\$63 ph.

LABOR*	CAT 1	CAT 2	CAT3
Maintenance/Custodian	\$68 ph.	\$68ph.	\$68 ph.
Food Services Assistant	\$45 ph.	\$45 ph.	\$45 ph.
Campus Security/Parking Attendant/Usher	\$38 ph.	\$38 ph.	\$38 ph.
Audio/Video/Lighting Technician/Electrician/Carpenter	\$68 ph.	\$68 ph.	\$68 ph.
Supervisor	\$83 ph.	\$83 ph.	\$83 ph.

- Labor hourly Rate will be adjusted accordingly on annual basis to accommodate higher compensation.



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ADDITIONAL FEE'S

AUDITORIUM	CAT 1	CAT 2	CAT3
EXPENDABLES – <i>covers spike tape, lamps and gel.</i>	\$0	\$31	\$31
Stage Deck – <i>4'x8' platform</i>	\$13	\$50	\$50
Orchestra Shells – <i>Full Wegner Set (7 shells)</i>	\$0	\$188	\$188
Choir Risers – <i>Full Wegner Set (7 shells)</i>	\$0	\$125	\$125
Marley Dance Floor Black/Grey– <i>(Bare feet only)</i>	\$150	\$438	\$438
Music Stand <i>(Lights upon Request)</i>	\$0	\$4	\$4
Chairs (Set of 20) - <i>First 20 No Charge</i>	\$0	\$38	\$38
Tables (Set of 5) – <i>First 5 No Charge</i>	\$0	\$31	\$31
Portable Audio System Package – <i>Package Includes: 2 Speakers, Console, 2 Wireless Mics, Playback device and Cable.</i>	\$63	\$438	\$688

OTHER	CAT 1	CAT 2	CAT3
300 KW Generator – <i>Multiple Voltage Selector</i>	\$0	\$625	\$938
Rental of Storage - Classroom / Office Space	\$0	\$900/mo.	\$900/mo.
Rental of sea-train provided by District	\$0	\$400/mo.	\$400/mo



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CERTIFICATE OF INSURANCE TERMS AND CONDITIONS PAGE

CERTIFICATION:

I, the undersigned, hereby certify that I shall be personally responsible, on behalf of my organization, for any damage or abuse of school buildings, grounds or equipment, resulting from the occupancy of said premises by our organization. I agree to abide by and enforce the rules and regulations of the El Monte Union High School District governing the non-school use of buildings, grounds, and equipment, and hereby acknowledge receipt of a copy of said rules and regulations.

HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE:

In consideration of being permitted to use the buildings, grounds, and equipment of the, indicated above, I, the undersigned, agree to the extent authorized by law, to hold harmless, indemnify and defend the El Monte Union High School District and its officers, agents, and employees from any liability or claims of liability for bodily injury, sickness, disease or death of any person or persons or damage to property, real, personal, tangible, or intangible, arising from or connected with the use or occupancy of the above-named premises.

STATEMENT OF INFORMATION:

The undersigned states that, to the best of his or her knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means; That the organization, on whose behalf he or she is making application for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

INSURANCE REQUIREMENTS

FACILITIES USER is obligated to obtain and maintain throughout the existence of the Application and Agreement liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. FACILITIES USER will obtain and provide to DISTRICT a Certificate of Insurance evidencing the existence of the liability insurance policy prior to the use of the FACILITIES. Said Certificate of Insurance shall include an additional named insured endorsement in favor of DISTRICT, whereby DISTRICT will be insured under FACILITIES USER's liability insurance policy.

\$1,000,000 per occurrence

\$2,000,000 aggregate



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EVENT INFORMATION FORM

Event Name:							
Site Location:							
Date:		Start Time	:	AM/PM	End Time:	:	AM/PM
Date:		Start Time	:	AM/PM	End Time:	:	AM/PM
Date:		Start Time	:	AM/PM	End Time:	:	AM/PM
Date:		Start Time	:	AM/PM	End Time:	:	AM/PM
Date:		Start Time	:	AM/PM	End Time:	:	AM/PM

Name of Representative:			
Address:			
Cell Phone:	() -	Email:	
Business Phone:	() -	Email:	

Event Purpose:	
List special instructions or equipment:	

Admission/Participation fee?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
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Please check all that apply:

- Auditorium (Rehearsal)
- Auditorium (Performance)
- Small Theater (Rehearsal)
- Small Theater (Performance)
- Gymnasium
- Classroom (No AV) Rm.# _____
- Classroom (with AV) Rm.# _____
- Cafeteria (No AV)
- Cafeteria (with AV)
- Board Room/PDC (No AV)
- Board Room/PDC (with AV)
- Football Stadium (No Lights)
- Football Stadium (with Lights)
- Tennis Court (No Lights)
- Tennis Court (with Lights)
- Baseball/Softball/Soccer Fields (No Lights)
- Baseball/Softball, Soccer Fields (with Lights)

Please check all that apply:

- Stage Deck # of decks? _____
- Orchestra Shells Set
- Choir Risers set
- Marley Floor Black or Grey? _____
- Music Stands How Many? _____
- Chairs How Many? _____
- Tables How Many? _____
- Portable Audio System
- Generator (300KW)
- Genie Lift 16'
- Scissor Lift 24'

- Maintenance Custodian
- IT Technician
- Food Services Assistant
- Campus Supervisor/Parking Attendant/Usher
- Audio/Video/Lighting Technician
- Electrician/Carpenter/Rigger
- Manager



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SIGNATURE PAGE

The undersigned, _____, is duly authorized by _____, (name of organization) to act on its behalf in requesting the use of school facilities, including, but not limited to, executing any agreement or undertaking required by law and district policy and regulations governing the use of the facilities.

The organization shall comply with all restrictions placed on the use of the school facilities by law or district policy or regulations.

The organization recognizes that, in accordance with Education Code 38134, it is liable for any damage to the school facilities or for any injury to any person due to the organization's negligence in using the school facilities.

Applicant Signature:		Date:	
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BELOW THIS LINE - OFFICE USE ONLY

1. Principal		Date:	
2. Manager/Coordinator		Date:	
3. Facilities Director		Date:	
4. Asst. Supt. Business Serv.		Date:	

If necessary:

5. Food Services Director		Date:	
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OFFICE USE ONLY			
Facilities – Entered into FS Direct on:		Entered by:	
Fiscal Services – Invoiced on:		Invoiced by:	



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CORONAVIRUS ADDENDUM

In addition to the attached Application and Agreement for the Use of Facilities, Applicant/ Representative enters this Coronavirus Addendum and further hold harmless Agreement, incorporated into the Application and Agreement, as follows:

1. Including, but not limited to, the SARS-CoV-2 virus (the “Coronavirus”), the Applicant/Representative (the “FACILITY USER”) agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from the Coronavirus (the “Guidelines”). The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a. <https://covid19.ca.gov/>
- b. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- c. <http://publichealth.lacounty.gov/media/Coronavirus/>

2. The FACILITY USER shall not hold the event and shall cancel the event if all Guidelines will not, are not, or cannot be met before, during, or after the event.

3. The FACILITY USER shall stop the event immediately and send all invitees/participants away if they are observed not to be meeting all required Guidelines.

4. The District may terminate the FACILITY USER’s use of the District facility at any time if, in the sole discretion of the District, the District determines that the FACILITY USER or their invitees/participants are not in full compliance with the Guidelines. If the District terminates the FACILITY USER’s use of the District facility pursuant to this paragraph, the FACILITY USER will be not be entitled to a refund of any fees and will not be entitled to recover any consequential damages arising from such termination.

5. The District makes no representation regarding the condition of the facility in use. It shall be the FACILITY USER’s sole responsibility to appropriately and thoroughly clean, disinfect, and maintain a clean, disinfected, and sanitized environment before, during, and after the event, including the use of Coronavirus products approved by the Environmental Protection Agency (EPA) and in compliance with the Healthy Schools Act (HSA).

6. Assumption of Risk. FACILITY USER recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers. FACILITY USER has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the links above. FACILITY USER assumes all risks, known and unknown, arising from Your use and occupancy of the District facility, including risks from the Coronavirus. FACILITY USER assumes full responsibility for any sickness, hospitalization,



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bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from Your use and occupancy of the District facility. (“Your” is defined herein as the FACILITY USER and each of their employees, District facility invitees, participants, volunteers, students, members, and all other related persons, agents, and entities.)

7. Waiver and Release of Claims. To the fullest extent permitted by law, FACILITY USER releases the

Organization Name:	
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8. District, its affiliated campuses, and their governing boards, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the “District”), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of Your use and occupancy of the District facility, including the risks from Coronavirus. This release is intended to discharge the District against any and all liability arising out of or connected in any way with Your use and occupancy of the District facility, even though that liability may occur or arise out of the negligence or carelessness on the part the District. I understand that by signing this Agreement, I am releasing claims and giving up substantial rights, including my right to sue, and acknowledge that I am doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

9. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF MYSELF AND MY ORGANIZATION, I AGREE TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD THE DISTRICT (AS DEFINED ABOVE) FREE AND HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE IN WHOLE OR IN PART FROM THE APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES AND THIS CORONAVIRUS ADDENDUM, INCLUDING AS IT RELATES TO ANY EXPOSURE TO THE CORONAVIRUS (AS DEFINED ABOVE). THE DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE DISTRICT OR ANY OTHER PERSON OR ENTITY’S ACTIVE OR PASSIVE NEGLIGENCE.

Addendum acknowledgment: I acknowledge that I have read this addendum and agree to all of its terms and that I fully understand my responsibility to adhere to all Coronavirus guidelines and instruction during the use of the District facility.

Name of Representative (Please Print)	
Name of Representative (Signature)	
Date:	