

**MBUSD
COMMUNITY RELATIONS
USE OF SCHOOL FACILITIES**

E (1) 1330(a)

FACILITY FEE SCHEDULE
2008-2009

The Governing Board establishes the following fees for use of school facilities pursuant to Education Code Sections 38130-38139. These fees are effective as of January 1, 2009.

Groups Entitled to Free Use

The governing board shall authorize the use of any school facilities or grounds to nonprofit organizations, clubs or associations organized to promote youth and school activities, including but not limited to: Girl Scouts, Boy Scouts, Camp Fire, ~~Inc.,~~ *USA, YMCA* Parent Teachers' associations, *Manhattan Beach Education Foundation, Manhattan Beach Athletic Foundation (MBX)* and school community advisory councils, ~~Education Code Section 38134.~~ The governing board of any school district may grant the use of school facilities or grounds as a civic center upon the terms and conditions the board deems proper, subject to the limitations, requirements, and restrictions set forth in Education Code section 38131.

Management Direction and Control

The management direction and control of school facilities pursuant to Education Code 38133 is vested in the governing board of the school district.

Additional Charges for Clean Up and Salary Adjustments

In each case where an * appears, it means that fees may be subject to additional clean-up charges. All Fees will include any salary adjustments, when necessary, and will be included in the invoice to the lessee.

Annual Cost of Living Adjustment

A 4% per year Cost Of Living Adjustment will be added to fees on July 1st of each new year hereafter.

FACILITY FEE SCHEDULE
2008-2009
(Custodial Fees Required for all Lessees)

	Non-Profit Per Hour	Profit Per Hour
MIRA COSTA HIGH SCHOOL		
Large Gymnasium (Bleachers out - one time charge \$55.00)	\$70.00	\$115.00
Small Gymnasium	\$60.00	\$115.00
Wrestling/Dance Room	\$50.00	\$65.00
Locker Room	\$50.00	\$65.00
(Restrooms - required for every gym use)	\$25.00	\$25.00
Athletic Fields**	\$30.00	\$45.00

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**FACILITY FEE SCHEDULE
2008-2009**

	Non-Profit Per Hour	Profit Per Hour
MIRA COSTA HIGH SCHOOL		
Baseball Fields**	\$50.00	\$65.00
Tennis Courts**	\$15.00	\$20.00
Music Room & Band Room	\$50.00	\$65.00
Cafeteria (no kitchen)	\$50.00	\$65.00
Weight Room	\$50.00	\$65.00
Swimming Pool	\$50.00	\$65.00
(Lessee must provide qualified lifeguard per 3517.R)		
Track	\$50.00	\$65.00
(Additional fee of \$30.00/hr for lining track)		
Football Stadium		
No lights	\$115.00	\$115.00
With lights	\$150.00	\$150.00
(A minimum clean-up fee of \$250.00, will be charged when bleachers and concession areas are used and district employees clean facility.)		
Auditorium		
Technical dress rehearsal and performance time	\$210.00	\$300.00
Rehearsal, set-up and strike time (excludes Operation personnel and stage lighting)	\$150.00	\$250.00
Plus Stage Manager Fees	Current Staff Rate	Current Staff Rate
Performance-only clean-up charge	\$100.00 minimum	\$100.00 minimum
Student Aides (or minimum wage State of California, which is greater)	\$10.00	\$10.00
(Fees collected 72 hours in advance of performance. Deposit of \$130.00 for additional clean-up fees to be returned if not used.)		
MANHATTAN BEACH MIDDLE SCHOOL		
Gymnasium: Custodial	\$25.00	\$35.00
Multi-Purpose Room	\$180.00	\$240.00
Gymnasium: Court Use	\$75.00	\$150.00
Gymnasium: 1 of 3 Volleyball Courts	\$30.00	\$55.00
Gymnasium: 2 of 3 Volleyball Courts	\$60.00	\$110.00
Gymnasium: 3 of 3 Volleyball Courts	\$90.00	\$165.00
Gymnasium: % of Basketball Court	\$40.00	\$80.00
Gymnasium: Full Basketball Court	\$75.00	\$150.00
ELEMENTARY SITES		
	Per Hour	Per Hour
Playgrounds (asphalt areas)	\$50.00	\$65.00

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**FACILITY FEE SCHEDULE
2008-2009**

	Non-Profit Per Hour	Profit Per Hour
ELEMENTARY SITES		
Playgrounds (asphalt areas)	\$50.00	\$65.00
Cafetorium (A cafeteria worker shall be present whenever kitchen facilities are used. Fees will apply.)	\$50.00	\$65.00
ALL SITES		
Parking Lot (Fees may be subject to additional clean-up charges. The district retains the right to request security guards to be stationed at parking areas to protect district facilities and parking areas.)	\$25.00	\$25.00
Classroom	\$50.00	\$65.00
Library	\$50.00	\$65.00
Filming (Flat Rate - negotiable) (Employee costs are not included and will be charged at an hourly rate.)	\$3,000/day	\$3,000/day

NOTES

**City lease agreement supersedes

Recreation Assistants may be required if activity warrants supervision and or protection of school facilities.

If operations employee is required for clean-up or to prepare field before and after activity, the direct cost of the employee's time & materials used, plus an additional 20% will be charged. Other salary adjustments, when necessary, will be billed to the lessee.

If clean-up is required, any salary adjustments will be billed to the lessee.

Overtime of employee may result in adjustments of charges.

Specific activities, other than those for which the facilities were specifically designed, planned, and maintained, shall be negotiated on an individual basis for the contract and the fee schedule.

Exhibit
version: December 10, 2008
reviewed:

MANHATTAN BEACH
UNIFIED SCHOOL DISTRICT
Manhattan Beach, California

**MBUSD
COMMUNITY RELATIONS
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E (2) 1330(a)

REQUIREMENTS GOVERNING USE OF SCHOOL FACILITIES

Following is a list of requirements governing use of school facilities and grounds. All users shall:

1. Pay all fees ten working days in advance of use. Agree that a 5 percent charge will be added to the fee total in the event the fees are not paid in advance of facility use. In the event the collection of fees must be referred to an attorney, the user agrees to pay attorney fees.
2. Ensure that no unauthorized third party shall be granted permission to use the facility or any portion thereof without prior approval.
3. Ensure that participants shall not be restricted from participation for reasons of race, religion, sex, creed, national origin or disability conditions.
4. Ensure that the representative specified in the contract as responsible for school facilities is present at the scheduled event.
5. Ensure that prior approval is received before signs, banners, and pennants are erected and that they do not deface school property.
6. Provide required number of chaperons for children (one adult per 20 or less).
7. Ensure that the number of attendees does not exceed the authorized capacity of the facility.
8. Ensure that the vehicles of participants are parked only in areas designated for parking.
9. Ensure that usage and users are restricted to assigned areas.
10. Allow food and beverages only in areas designated for eating and only after receiving written permission in advance of the event.
11. Guarantee that activities shall be orderly and lawful and not of a nature to incite others to disorder and demonstrate on the application that reasonable security arrangements appropriate for the use have been provided.
12. Prohibit smoking in school district buildings and on grounds.
13. Ensure that alcoholic beverages are not sold, served or consumed in school district buildings or on grounds.
14. Ensure that no gambling is permitted.
15. Ensure that animals are not permitted inside district school buildings (except as in the case of a guide dog that is necessary to assist an individual with a disability).
16. Observe contracted time limits.

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E (2) 1330(b)

17. Leave buildings and grounds in a neat and orderly condition.
18. Ensure reimbursement for the cost of damages occurring during use.
19. Agree to hold harmless and indemnify the Manhattan Beach Unified School District ~~will~~ **with** respect to claim of loss, injury, or damage because of negligence of the user or user's employees or agents including damage to property for which the district is liable. (An insurance policy to such coverage is required)
20. Comply with safety regulations and policies of the Manhattan Beach Unified School District.
21. Comply with federal, state and local laws, regulations and licensing requirements including but not limited to the Americans with Disabilities Act and agree, when required, to hold harmless and indemnify the Manhattan Beach Unified School District with respect to any claim, loss, injury or damage because of violation of such laws.

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UNIFIED SCHOOL DISTRICT
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E (3) 1330(a)

FACILITIES USE STATEMENT

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.

(Signed)

(Date)

(Organization)

*Exhibit
version:*

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
Manhattan Beach, California**