



MARK TWAIN UNION ELEMENTARY SCHOOL DISTRICT

981 Tuolumne Ave · P.O. Box 1359 · Angels Camp, CA 95222 · (P) 209.736.1855 · (F) 209.736.6888

APPLICATION AND PERMIT FOR USE OF FACILITIES

Requested Facility: ☐ Mark Twain Elementary ☐ Copperopolis Elementary E1130 (a)

Facilities Requested:

☐ MT Gymnasium ☐ Multipurpose Room ☐ Board Room (MTJ) ☐ Playfield: _____
☐ MT Gymnasium Parking Lot

Applicant Information:

Name or Organization: _____

Individual Applicant Name: _____ Title: _____

Organization Address: _____

Contact Telephone: _____ Email Address: _____

Describe Purpose/Event: _____

Date(s) and Time Requested: _____

Number of anticipated participants: _____ Hour(s) needed for setup: _____

Applicable Fees: School Districts are permitted to charge reasonable fees to recover District costs associated with facility use. A daily \$75 fee for custodial service will be charged.

Facility Rental: _____ Utility Fee: _____ Additional Fee(s): _____

Custodial Fee: \$75 x _____ days = \$ _____

CONDITIONS FOR USE OF SCHOOL FACILITIES: FACILITY USER agrees that the District makes no representations or warranties as to the condition of the facilities which the FACILITY USER is entitled to use, and FACILITY USER agrees to take such property and facilities "AS IS". FACILITY USER acknowledges that it shall be for the purpose anticipated. FACILITY USER further acknowledges its obligation to abide by the District's rules and regulation for the use of facilities (see reverse). By the Applicant's signature below, the FACILITY USER agrees to abide by all such rules and regulations, and further acknowledges that facility use is contingent upon compliance with these rules as well as any site rules specified by the site administrator.

REQUIRED HOLD HARMLESS AND INDEMNIFICATION: ALL PERMISSIVE USERS AGREE BY THEIR SIGNATURE BELOW TO HOLD THE MTUESD, ITS GOVERNING BOARD AND THE INDIVIDUAL MEMBERS THEREOF AND ALL DISTRICT OFFICERS, AGENTS AND EMPLOYEES FREE AND HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE OUT OF OR IN ANY WAY BE CONNECTED WITH THIS FACILITY USE AGREEMENT. HOWEVER, THIS AGREEMENT DOES NOT PERTAIN TO LOSSES OR INJURIES THAT ARE THE RESULT OF THE SOLE NEGLIGENCE OF THE DISTRICT.

If any group activity results in the destruction of school property, the group may be charged for an amount necessary to repair the damages, and further use of facilities may be denied. **DATES MAY BE CHANGED DUE TO DISTRICT EVENTS.** Applicant agrees to NOT use any sports equipment including balls, cones, etc., and understands that equipment rooms are off-limits for materials.

ACKNOWLEDGEMENT AND AGREEMENT: I have read this application and agree to the terms.

APPLICANT SIGNATURE: _____ DATE: _____

DO NOT WRITE BELOW THIS LINE

DISTRICT APPROVALS: ☐ Appropriate Activity ☐ Facility Available on Date
☐ Insurance Certificate Received ☐ Fees Received

District Official Signature: _____ Date: _____

District Comments/Conditions: _____



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SECTION I GENERAL RULES REGULATIONS GOVERNING THE USE OF THIS FACILITY

1. Foodstuffs may not be sold without applicable food permits from the local environmental health department.
2. Display or signs must be approved by the School District.
3. Use of alcohol, drugs and other intoxicants are absolutely prohibited.
4. No smoking shall be permitted on the premises.
5. All organizations shall properly supervise all attendees. Juvenile organizations must have adequate adult supervision and sponsorship.
6. Use of buildings or grounds may be granted for a period not to exceed one year. However, applications are renewable each July, or may be revoked at any time at the discretion and or needs of the District.
7. This permit is not transferable.

SECTION II INSURANCE

FACILITY USER shall furnish the MTUESD a Certificate of Insurance and an Additional Insured Endorsement naming the District, its officers, employees, agents and volunteers as Additional Insured 10 days in advance of occupancy. Said Insurance shall be issued by an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VII" in the Best Insurance Rating Guide. If Non-Admitted insurance is provided, then the acceptability shall be subject to review and determination by the District's Risk Manager or representative. Required insurance shall include:

- A. Commercial General Liability insurance which shall include contractual, products and completed operations coverage, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- B. Workers' Compensation insurance as required under the California Labor Code.

Nothing herein in observing the minimum insurance requirements, shall serve to imply or reduce the FACILITY USER's liabilities or obligations for liability under the indemnification provision of the Permit and Agreement.

SECTION III DAMAGE TO DISTRICT PROPERTY

FACILITY USER agrees as an organization to be responsible for all damage to District Property that may arise during or by the permitted activity.

SECTION IV FIRE AND SAFETY REGULATIONS

1. At no time shall there be more people admitted to the facility or any room thereof than the legal seating capacity allows.
2. No flammable decorations shall be used unless flame resistant or flame proof in accordance with the State Health and Safety Codes.
3. No device that produces flame, spark, smoke, or explosion (including fireworks) shall be used on the premises.

SECTION V FACILITY USERS

The use of District facilities shall be determined, in part, based on the nature of the group. The priority order for usage is as follows:

1. District activities
2. Student Body activities
3. Other Public Entity activities
4. Community activities
5. For-Profit Business activities

Pursuant to the Civic Center Act, the use of school buildings, grounds and equipment shall be granted, when an alternative location is not available, to non-profit organization and clubs or associations organized to promote youth and school activities, including but not limited to: Girl/Boy Scouts, Campfire Girls, Parent-Teacher Associations and School Community Advisory Councils. Such permissive use shall not apply to any group that uses school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities, as determined by the governing board. All other users may be granted use of the facility if the purpose is for public, literary, scientific, recreational, educational or public agency meetings.

FACILITY USERS holding functions 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 shall be charged by the District an amount equal to fair rental value of the property.



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E 1330 (b)

REGULATIONS REGARDING THE USE OF SCHOOL DISTRICT PROPERTY

1. The APPLICATION FOR USE OF SCHOOL PROPERTY must be submitted to the School Office of the school facility or grounds desired to be used no less than thirty (30) days in advance of the desired date(s).
2. Before final approval of any application, the following documents must be submitted to the **District Office:**
 - a. Certificate of Insurance/Minimum \$1,000,000
 - b. Hold Harmless Certificate
 - c. Statement of Information
3. An invoice will be issued upon completion of the event. Actual costs may vary from the original estimate depending upon the actual hours of use of the facility and actual custodial time.
4. Rules and Regulations pertaining to the use of school facilities may be obtained from either of the School Offices or the District Office. All users of school facilities are expected to have a copy of the Rules and Regulations and to abide by those Rules and Regulations.

FEE SCHEDULE

	<u>DIRECT COST</u>	<u>FAIR RENTAL VALUE</u>
Multi-Purpose Room	\$ 10.00 per hour	\$ 17.00 per hour
Gymnasium	\$ 10.00 per hour	\$ 17.00 per hour
Conference Room (MT)	\$ 10.00 per hour	\$ 10.00 per hour
Board Room (MT)	\$ 10.00 per hour	\$ 12.00 per hour
Classroom	\$ 10.00 per hour	
Tables	\$ 1.50 each	
Chairs (over 50 fee applies)	\$ 1.00 each	
Custodian	\$ 35.00 per hour	\$ 30.00 per hour
Computer Technician	\$ 25.00 per hour	\$ 25.00 per hour
Playfield	\$ 0.00	Case-by-case
Parking Lot	\$ 0.00	Case-by-case

****If MTUESD needs to set up or breakdown an additional fee of \$30.00 per hour will be added.**

5. Use of MTUESD kitchens is highly discouraged due to health safety issues for our students. If this is a request to use a kitchen facility, MTUESD kitchen staff personnel must be available and willing to attend the entire event. An hourly cost will be incurred and billed to user. Estimated cost of the event needs to be paid in advance. If MTUESD is unable to find a staff person to supervise, no use of kitchen will occur.

Custodial charges: \$75 minimum/ \$35 per hour if, during any time of use, a custodian must be called in to respond to any circumstance.



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E 1330 (c)

MARK TWAIN UNION ELEMENTARY SCHOOL DISTRICT HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

[For Team Events]

The undersigned organization agrees to indemnify, defend, and hold the Mark Twain Union Elementary School District, its Board Members, officers, agents and employees, individually and collectively, harmless from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, that may arise from or be caused by any person associated with or affiliated with the below-referenced organization's use or occupancy of the District families, furniture or equipment. The undersigned organization further agrees to provide a certificate of insurance or liability coverage satisfactory to the District naming the District as an additional insured party.

Date: _____

Organization Name

Authorized Representative of Organization

Date: _____

Mark Twain Union Elementary School
District Representative



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E 1330 (d)

ACKNOWLEDGMENT AND ASSUMPTION OF POTENTIAL RISK

[For Individuals Participating]

I understand and acknowledge that my participation in the Open Gym Basketball Night (activity) at **Mark Twain/Copperopolis School** poses the potential risk of injury to any individual who participates in such activities.

I understand, acknowledge, and agree that the District, its Board Members, employees, agents, and volunteers shall not be liable for any injury which I suffer as the result of my participation in this activity.

I agree to defend, indemnify, and hold harmless the Mark Twain Union Elementary School District, its Board Members, agents, employees, and volunteers individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments, and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage, or otherwise that may arise from or be caused by my participation in the Open Gym Basketball Night (activity).

Participant's Signature

Date

E 1330 (e)

STATEMENT OF INFORMATION

The undersigned states that, to the best of his 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.

Signature

(Education Code Section 40045 mandates that the governing board requires the making and delivery to the governing board, by the applicant, of a written statement of information in the above form.)

Conditions of Facility Use

Any person or organization wanting to rent the MPR, playfields, classroom, conference room, board room, or gymnasium must file an Application and Permit for Use of Facilities. This can be done at the school office or Mark Twain Union Elementary School District Office at 981 Tuolumne Avenue, Angels Camp, CA 95222. Once the requested dates are checked for conflicting dates reserved for use by the Mark Twain Union Elementary School District, the facility requested may be reserved. Requests to scheduled events will only be taken one (1) years in advance.

Provisions:

1. Requires a Certificate of Insurance providing minimum limits of \$1,000,000.00 for liability and naming the Mark Twain Union Elementary School District as an additional insured.
2. School activities have preference over non-school activities if no other arrangements can be made.
3. All evening activities shall have a time limit of 8:00 p.m. unless special arrangements have been made in advance.
4. Types of use must be acceptable to the Mark Twain Union Elementary School District.
5. Long Term use is not permitted unless approved by the Mark Twain Union Elementary School District.

Access:

- Keys will be issued and agreed upon by the designated person. Participants are expected to follow MTUESD guidelines for picking up and returning keys. **A refundable \$50 key deposit is required.**
- Only those areas approved for access in facility use request form may be accessed and those must be locked when facility use has ended. Any area left open and/or unattended will be inspected and any damage will be charged to the person or organization that requested facility use.
- The district maintains the ability to decide when a MTUESD staff person must be in attendance. That employee will monitor grounds and building during the event, ensure persons participating in that event remain in areas designated by the facility use request, and are authorized to contact Angels Camp Police should the need arise. Organizations will be billed for this staff member's time on site.

Half day rate: \$150.00 / \$30.00 each additional hour.

Half day = 4 hours. Less than half day may be prorated accordingly.

In addition to the above rates, the following explains additional charges that can be billed if necessary:

- The facility will be inspected at the end of any approved facility use time. Should the event take longer than approved by facility use request, organization will be billed for that added time at the rates quoted on the facility rental rate sheet.
- Organizations or persons using the facility will be charged the cost of cleaning buildings and grounds to prepare them for student attendance. Leaving the facility in the same condition it was when you arrived can contain those costs.
- A \$500 refundable deposit for clean up may be requested per use by the County of Calaveras, Mark Twain Union Elementary School District, and City of Angels if deemed necessary.

Please note: All of the information and/or rates explained above may be subject to change without notice.

RULES AND REGULATIONS
Governing the Use of School Property

GENERAL RULES:

- A. The use of school property shall be granted in accordance with Education Code, Section 40040-40045 (inclusive)
- B. The form entitled, "Application and Permit for Use of Facilities" shall be sent to the Mark Twain Union Elementary School District Office for approval.
- C. Applications are not valid beyond **June 30** of any school year. Permits shall be revocable at any time at the discretion of the Board of Education.
- D. Applications from religious or political groups who wish to use the facility for religious or political purpose shall be considered individually by the Board of Education at their regular meeting. {Ed. Code, Section 40041, 40043(a)}
- E. No outside agency shall sell, give away, or exhibit material on the property without permission of MTUESD.
- F. There shall be no smoking, alcohol or other substances of abuse allowed on school property. In addition, no weapons or incendiary devices are permitted on the school property.
- G. The use of the gymnasium is prohibited to individuals who might wish to use said property for personal gain or for individual purpose.
- H. Equipment may be loaned to responsible community groups only for use on the premises. The borrowing group shall assume full responsibility for the equipment and restore or replace immediately if damaged or lost.
- I. An employee of the Mark Twain Union Elementary School District, and City of Angels if in keeping with the intent and thinking of the Board.
- J. If a facility is left in worse condition than start of use the district will charge group responsible for custodial time to clean up or repair the area (i.e., playfield, classroom, MPR).
- K. No bicycles, skateboards, roller blades, etc. will be allowed in the gymnasium or in the surrounding school grounds. Please ensure these activities do not occur when you are using the gymnasium. This is a liability issue.
- L. Organizations or groups using our gymnasium need to be aware that you are responsible for supervision of students and parents in the **entire** facility and surrounding school grounds when the facility is being used. Granting use of the gym does not include any other school facilities i.e. field, playground areas.
- M. Spray painting is prohibited on school grounds.

GROUP DEFINITIONS AND REGULATIONS:

- A. Character-building or welfare organizations (4-H, Boy and Girl Scouts, PTA, etc.) where admissions are free, no charge.

The undersigned agrees to be personally responsible for any damage sustained by the school buildings or appurtenances thereof, occurring through the occupancy of said building in conjunction with this use request. The undersigned further agrees to conform to all the Rules and Regulations of the Mark Twain Union Elementary School District governing the use of school facilities.

Please sign and return to the District Office with completed application: 981 Tuolumne Ave, Angels Camp, CA 95222.

Signature of Authorized Representative

Date

****Return One copy with completed application****

COMMUNITY RELATIONS

Use of School Facilities

Application for use of Facilities

Any persons applying for the use of any school facility 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 statement of information indicating that the organization upholds the state and federal constitutions and does not intend to use school premises 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 32282, 38131)

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 periods, on a one-time or 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 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)
9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

Use of School Facilities (continued)

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. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

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 use

(cf. 3513.3 - Tobacco-Free Schools)

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 Board may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds.

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against the risk and defending itself against claims arising from the 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. Groups or organizations shall also be required to include the district as an additional insured on their liability policies for claims arising out of the negligence of the group.

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.

Board Approved: 05/07/2026
Mark Twain Union Elementary School District

COMMUNITY RELATIONS

Use of School Facilities

The Governing Board recognizes that district facilities and grounds are a community resource and authorizes their use by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities.

(cf. 6145.5 - Student Organizations and Equal Access)

All school-related activities shall be given priority in the use of facilities and grounds under the Civic Center Act. Thereafter, use shall be on a first-come, first-served basis.

The Superintendent or designee shall maintain procedures and regulations for the use of school facilities and grounds 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

Fees

The Board authorizes the use of school facilities or grounds without charge 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, community advisory councils. Other groups, including nonprofit groups not organized to promote youth and school activities or for-profit groups that request the use of school facilities under the Civic Center Act, shall be charged at least direct costs.

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)

Legal Reference:

EDUCATION CODE

10900-10914.5 Community Recreation Programs

32282 School Safety Plan

37220 School Holidays

38130-38138 Civic Center Act, Use of School Property for Public Places

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic Beverage on School Premises

MILITARY AND VETERANS CODE

1800 Definitions

UNITED STATES CODE, TITLE 20

7905 Equal Access to Public School Facilities

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Use of School Facilities (continued)

Cole v. Richardson, (1972) 405 U.S. 676
Connell v. Higgenbotham, (1971) 403 U.S. 207
ACLU v. Board of Education of Los Angeles, (1961) 55 Cal.2d 167
Ellis v. Board of Education, (1945) 27 Cal.2d 322
ATTORNEY GENERAL OPINIONS
82 Ops.Cal.Atty.Gen 90 (1999)
79 Ops.Cal.Atty.Gen 248 (1996)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES
1101.89 School District Liability and "Hold Harmless" Agreements, LO: 4-89
WEB SITES
CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>

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