

JOINT USE AGREEMENT

This Joint Use Agreement (“Agreement”) is entered into as of May 12, 2026 (“Effective Date”) by and between Visalia Unified School District, a public-school district organized and existing under the laws of the State of California (“District”) and City of Visalia a political subdivision of the State of California located in Tulare County (“City” and together with the District, “Parties”).

RECITALS

WHEREAS, District and City desire to enter into a joint use agreement for use of District’s pools at El Diamante High School, Golden West High School, Mt. Whitney High School, and Redwood High School, as identified in **Exhibit A** to this Agreement.

WHEREAS, California Education Code sections 10900, *et seq.*, empower District and City to cooperate with each other and enter into agreements for the purpose of organizing, promoting, and conducting programs for community recreation; establishing a system of playgrounds and recreation; and acquiring, constructing, improving, maintaining, and operating recreational centers.

WHEREAS, the Parties desire to contract for the use and maintenance of District pools at El Diamante High School, Golden West High School, and Mt. Whitney High School, and Redwood High School for the City’s Summer Swim Program as further described in **Exhibit B** of this Agreement (“Summer Swim Program”).

WHEREAS, in return for the use of District pools at El Diamante High School, Golden West High School, and Mt. Whitney High School, the City shall pay for Facility Use and Other Fees, plus technician fees, if the worker hours are after operational hours. Fees are listed in **Exhibit C** for the City’s Summer Swim Program (“Schedule of Facility Use and Other Fees”). During normal business hours, the technician fees are waived for the City.

WHEREAS, the City shall invoice the District’s Expanded Learning Opportunities Program (“ELO-P”) for approved District students registered for the City of Visalia Recreational Swim Teams at a cost of \$190 per student.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. **Facilities.** This Agreement sets forth the terms of use by the Parties of certain Facilities owned by District located at the sites listed in **Exhibit A** attached hereto. The terms “Facility” or “Facilities” refer only to a facility or facilities located at the sites identified in **Exhibit A**.
2. **Equipment Use.** This Agreement sets forth the terms of use by the Parties of Equipment owned by the District located at the sites listed in **Exhibit A** attached hereto. The term “Equipment” refers only to equipment located at the sites identified in **Exhibit A**. City is hereby authorized to use the Colorado Timing System 6 controller and any compatible equipment located at the Facilities and necessary for the management of the Summer Swim Program.

3. Term. The term of this Agreement shall commence on April 14, 2026 (“Effective Date”) and shall end on August 7, 2026. This Agreement shall only be renewed upon the written agreement of the Parties.

4. Priority of Use. The District shall have exclusive use of District Facilities on all days, absent any other agreement between the Parties, determined pursuant to the District’s permit request process. The City shall have priority of use over all parties in accordance with the Summer Swim Program 2026 schedule (**Exhibit B**).

5. Facility Use Costs. The City will pay fees for the use of Pool and Facilities as listed in the Schedule of Facility Use & Other Fees 2025-26 for fees prior to July 01, 2026 and Schedule of Facility Use & Other Fees 2026-27 for fees occurring on or after after July 01, 2026 (**Exhibit C**). The District shall invoice the City within thirty (30) days of such activity. The City shall pay any invoice within thirty (30) days of receipt. The City is paying for Class II and will be invoiced by a 3rd party vendor before use. All payments under this Agreement shall be made through the Facilitron platform. The City will not receive an invoice for the pool use at Redwood High School, pursuant the December 08, 1982 lease agreement between the District and the City; Agreement for the lease of real property, construction of a swimming pool facility and the use and maintenance thereof.

6. No Third-Party Users. All programs operated at the Facility by the City shall be operated under the direct supervision and control of the City. The City shall not permit any third-party user to operate a program or otherwise use the Facilities as part of the City’s use under this Agreement. For purposes of this Agreement, a third-party user is any individual, organization, or other entity seeking to operate any program not operated by either Party. Any third-party use of the Facilities shall, instead, be coordinated through the District.

7. Alcoholic Beverages, Smoking, and Possession of Weapons. The use and/or possession of tobacco, alcohol, and/or controlled substances are prohibited on District Facilities at all times. Smoking is prohibited on District Facilities at all times. The possession or brandishing of weapons, including but not limited to, knives, firearms, and explosives, on District Facilities is prohibited at all times. City hereby acknowledges and agrees it shall not permit the use and or possession of alcohol, tobacco, controlled substances, or weapons of any kind during the use of District Facilities.

8. Custodial. After use, the City shall return the Facility to its original condition prior to City’s use. If restrooms are open during City’s use and the use is after normal business hours of the Facility, or other routine custodial services are required after City’s use of the Facility, District will invoice the City for custodial services unless another arrangement is mutually agreed upon and confirmed in writing (**Exhibit C**) by the Parties. The custodial fee is applied for after hours use by the City. If an interior space is used after hours then the City would also be assessed the custodial fee. If the City fails to return the Facility to its original condition prior to City’s use, City shall pay for any and all costs associated with returning the Facilities to their original, normal working condition. The District shall invoice the City within thirty (30) days of such activity. The City shall pay any invoice within thirty (30) days of receipt of such invoice.

9. Utilities and Maintenance. The District shall generally pay for all utilities and maintenance of the Facilities. However, if the City’s use of the Facilities causes extraordinary utility usage or wear on the Facilities as determined by the District, the City shall pay for the

costs associated with their activity as agreed upon mutually by both Parties. The District shall invoice the City within thirty (30) days of such activity. The City shall pay any invoice within thirty (30) days of receipt of such invoice.

10. **Security.** All Facilities shall be maintained in a secure manner by the District. A District employee shall be responsible for opening and locking the Facility, and setting any alarms (as applicable) after each use. The City shall not duplicate keys to the Facilities or provide copies of keys to any third parties or other users that are not employees of the Parties.

11. **Damage to Property.** City shall be responsible for the cost of repair and/or replacement of any damage to the Facilities, including fixtures, equipment, and improvements within the Facilities that are lost, damaged, or stolen during and/or as the result of City's use of Facilities, normal wear and tear excepted. The City shall promptly notify the District upon City's actual knowledge of any loss or damage to the District Facilities of which the City becomes aware during and/or in conjunction with City's use of the same.

12. **Assumption of Risk.** City hereby acknowledges no District personnel, staff, or certified lifeguards shall be on duty during the Summer Swim Program. City further hereby solely assumes all risk and responsibility for any and all injuries, drownings, or deaths suffered by participants in the Summer Swim Program. Use of all District Facilities shall be at City's and participant's own risk.

12.1 **Indemnity.** To the fullest extent permitted by law, City shall indemnify, defend, and hold harmless District and each of District's officers, directors, officials, governing board, board members, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (Collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, sustained by any person or to any person or to any property in, on, or about the Facilities resulting in injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property, including but not limited to the Facilities, arising out of, pertaining to, or resulting from the acts or omissions of City, its officers, directors, officials, governing board, board members, employees, authorized volunteers and agents, contractors, invitees, or guests.

Nothing in this section shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party. The provisions of this section shall survive the expiration or termination of the Agreement.

13. **Insurance.** Each party, at its sole cost and expense, shall carry commercial policies of insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for comprehensive general liability, which will insure District or City, as applicable, against liability for injury or death of persons and damage to the Facilities, as applicable. Each policy shall be for not less than \$10,000,000 per occurrence and \$20,000,000 aggregate. Each party agrees to provide the other proof of such coverages on an annual basis and shall provide thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

13.1 Additional Insured Status. The City, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on the District's general liability policies and any excess or umbrella policies (if applicable), or equivalent self-insurance coverage, with respect to liability arising out of activities performed under this Agreement.

The District and each of the District's officers, directors, officials, governing board, board members, employees, and authorized volunteers and agents shall be named as additional insureds on the City's general liability policies and any excess or umbrella policies (if applicable), or equivalent self-insurance coverage, with respect to liability arising out of activities performed under this joint use agreement.

14. Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at any time, for any reason. Termination shall relieve both Parties of any further obligations under this Agreement.

15. Compliance with Law; Limitations Upon Use. Each party agrees to comply with all federal, state and local laws, statutes, codes, ordinances, rules, regulations, policies, and requirements (collectively, the "Law") regarding their respective use of the Facilities under this Agreement. The Parties further agree that they shall not cause the Facilities to be used, occupied, or improved under this Agreement in any manner or for any purpose that is in any way in violation of any Law. If any license, permit, or other governmental authorization is required for either party's lawful use of the Facilities, such affected party shall procure and maintain the same to the extent required by Law. Each party shall be solely and completely responsible for the safety of all persons and property associated with their respective use of the Facilities, and all materials, equipment, and supplies provided by such party during said use shall fully conform to all applicable Law.

16. Fingerprinting. To the extent that District determines it necessary that any employee, officer, or agent of City shall be required to submit fingerprints of any applicable employees, officers, or agents to the Department of Justice ("DOJ") in accordance with Education Code section 45125.1, City agrees to make said individuals available for fingerprinting and to pay all associated costs with the DOJ screening process, unless such employee, officer, or agent of City has completed the City's mandatory fingerprinting process. City further agrees that any persons who are not allowed by law to come into contact with District students as a result of said fingerprinting and screening shall be prohibited from accessing the District's Facilities during Regular School Hours and during District events.

17. Disputes. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Parties shall first attempt to resolve such dispute through informal discussions or other alternative means. Any party may convene such discussions by written notice and shall reasonably accommodate the other party with respect to scheduling any such discussion. If the dispute is not resolved in this manner within thirty (30) days of such written notice, it shall be referred to mediation in Tulare County in which both Parties must participate for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any party's obligation to comply with, or right to assert as a defense, any applicable statutes of limitation or administrative procedures. The Parties may agree in writing to toll any applicable statutes of limitation for such period as may reasonably be necessary to complete the dispute resolution process outlined in this section.

18. Successors and Assignees. All terms and conditions of this Agreement shall be binding upon all successors-in-interest, only to the extent that a different school district or municipality is the successor-in-interest. If either party sells any or all of the Facilities subject to this Agreement, the terms of this Agreement shall remain in full force and effect as to any remaining Facilities not sold or leased, but the availability of use of the Facility being sold or leased shall not run with the land and notwithstanding Section 13, this Agreement shall automatically terminate as to that Facility upon sale or lease of the Facility to a third party.

19. Headings. The headings of this Agreement are for convenience purposes only and shall not limit or define the meaning of the provisions of this Agreement.

20. Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California applicable to contracts to be performed wholly within this State. Any dispute arising from the terms and conditions of this Agreement shall be heard by a court of competent jurisdiction located within Tulare County.

21. Attorneys' Fees and Costs. Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and each party in that suit or proceeding shall be responsible for its own attorney's fees and costs.

22. Construction. The singular includes the plural, "shall" is mandatory, and "may" is permissive. The Parties acknowledge and agree that each of the Parties and each of the Parties' attorneys have participated fully in the negotiation and drafting of this Agreement. In cases of uncertainty as to the meaning, intent or interpretation of any provision of this Agreement, the Agreement shall be construed without regard to which of the Parties caused, or may have caused, the uncertainty to exist. No presumption shall arise from the fact that particular provisions were or may have been drafted by a specific party, and prior versions or drafts of this Agreement may be used to interpret the meaning or intent of this Agreement or any provision thereof.

23. Notices. Any notice to be given hereunder to either party shall be in writing and shall be given either by personal delivery (including express or courier service), by e-mail, by receipt-confirmed facsimile, by registered or certified mail, with return receipt requested, and postage prepaid (excluding electronic messaging) and addressed as follows:

To District:

Michelle Reid
Director of Expanded Learning
Visalia Unified School District
5000 West Cypress Ave.
Visalia, CA 93277-8300

To City:

Eric Ferreira
Recreation Supervisor
City of Visalia
Parks & Recreation Department
345 N. Jacob St.
Visalia, CA 93291

24. No Further Assurances. Nothing in this Agreement, whether express or implied, is intended to or shall do any of the following: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons or entities other than the express Parties to this Agreement; (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (c) give any person not an express party to this Agreement any right of subrogation or action against any party to this Agreement.

25. Amendments and Waivers. No amendment of, supplement to, or waiver of any obligations under this Agreement shall be enforceable or admissible unless set forth in writing signed by the party against which enforcement or admission is sought or signed by both Parties.

26. Entire Agreement. This Agreement sets forth the entire understanding of the Parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations, or warranties relating to them except those expressly set forth in this Agreement.

27. Severability. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties.

28. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single document which shall be deemed an original document.

29. Authority to Sign. By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the party on whose behalf he or she is signing.

30. Represented by Counsel. Each party hereto acknowledges that it has been represented by legal counsel, or had the opportunity to obtain legal counsel and consciously chose not to obtain it, in the negotiation, drafting, and execution of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been entered into, by and between the District and City as of the last date set forth below.

VISALIA UNIFIED SCHOOL DISTRICT

By: _____ *KShrum*

Name: Kirk Shrum, Superintendent

Date: May 13, 2026

CITY OF VISALIA

By: _____

Name: _____

Date: _____, 2026

CITY OF VISALIA

By: _____

Name: _____

Date: _____, 2026

CITY OF VISALIA

By: _____

Name: _____

Date: _____, 2026

EXHIBIT A

Facilities

El Diamante Pool and Area

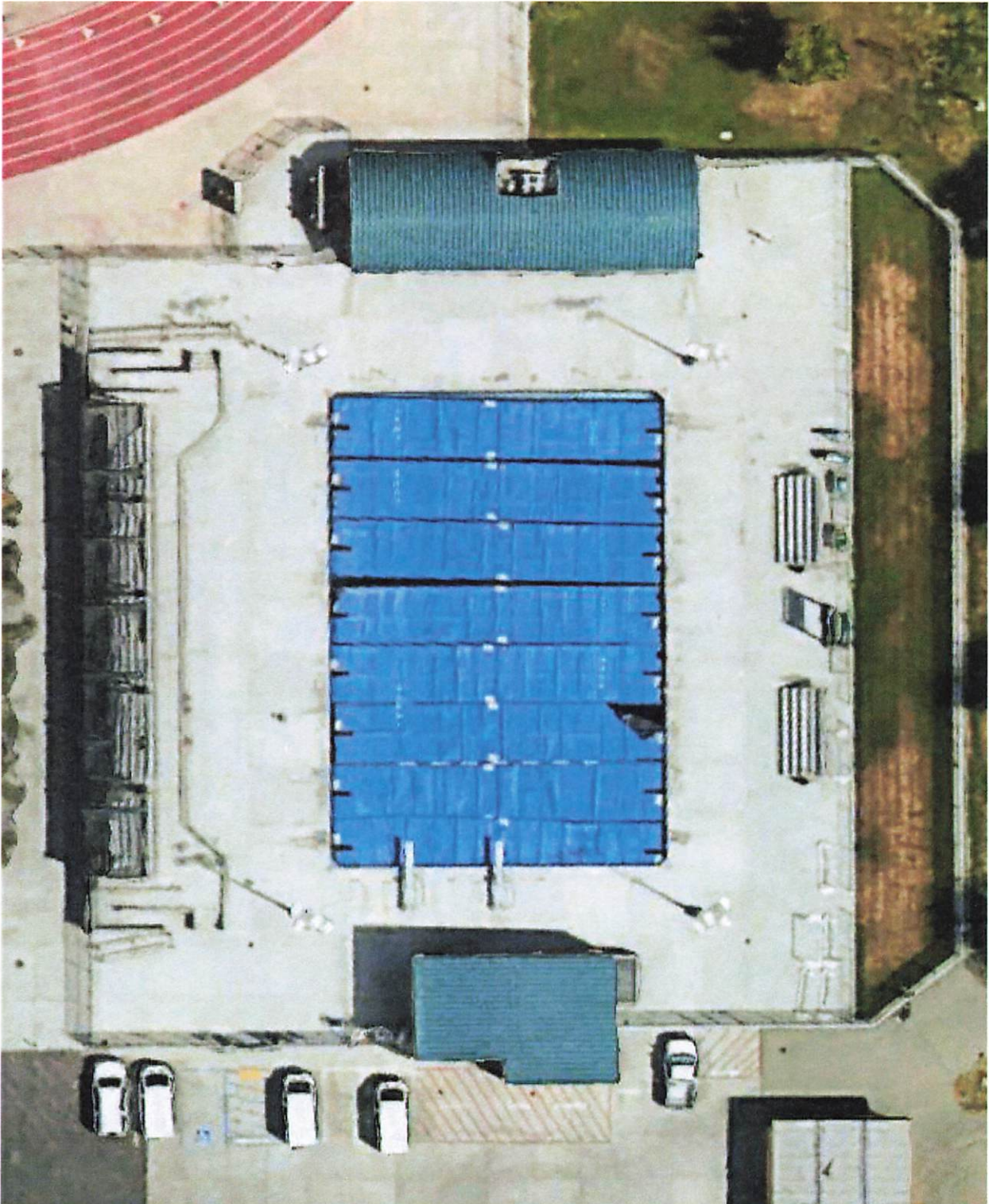


EXHIBIT A continued

Golden West Pool and Area



EXHIBIT A continued

Mt. Whitney Pool and Area



EXHIBIT A continued

Redwood Pool and Area



EXHIBIT B

Summer Swim Program 2026

2026 Summer Pool Usage Schedule				
	Redwood	Mt. Whitney	Golden West	El Diamante
6:00 AM	RHS Polo			
6:30 AM				
7:00 AM		Swim Sets		Swim Sets
7:30 AM				
8:00 AM	Summer School	Swim Lessons	Private Lessons	Summer School
8:30 AM				
9:00 AM				
9:30 AM				
10:00 AM				
10:30 AM				
11:00 AM				
11:30 AM				
12:00 PM				
12:30 PM				
1:00 PM	Public Swim (Mon - Sat)	MWHS Polo	GWHS Polo	EDHS Polo
1:30 PM				
2:00 PM				
2:30 PM				
3:00 PM				
3:30 PM				
4:00 PM				
4:30 PM				
5:00 PM	Swim Lessons	Swim Meets / HS polo	Swim Meets / HS polo	Swim Meets / HS polo
5:30 PM				
6:00 PM		Swim Teams	Swim Teams	Swim Teams
6:30 PM	RHS Polo			
7:00 PM				
7:30 PM				
8:00 PM				
8:30 PM				

9:00 PM				
9:30 PM				
10:00 PM				

Rec. Swim Teams - Meet Schedule

	Mt. Whitney (Tu or Th & Sat)	Golden West (Tu or Th & Sat)	El Diamante (Tu or Th & Sat)
	6/9, 6/11, & 6/30	6/13, 7/11	6/18, 6/23, 6/25, 6/27, 7/2

COV Swim lessons will continue from Jun 8 - July 31 from 10am-8pm; Public swim will continue at Redwood from June 8 - August 7 from 1-3pm (will polo schedules be impacted when polo starts 7/24?)

VUSD water polo will play until 5:30pm, or 5:00pm on days there are COV swim meets

(DEAD WEEK) July 11 - 24th: No High School sports

Spring Usage (pending)

Dates	Program	Time	Location	Notes
April 18	Swim Team Tryouts	10am-1pm	El Diamante	Reserved
April 30	Swim Team Tryouts	6-8pm	Mt. Whitney	
May 11-15	Swim Teams	5:30-8pm	El D, MW, GW	
May 11-29*	Swim Team - Bucs	6-8pm	Mt. Whitney	
May 11-29*	Swim Team - Seahawks	6-8pm	Golden West	
May 11-29*	Swim Team - Waves	6-8pm	El Diamante	
May 16-17	Lifeguard Class	1-5pm/9am-1pm	Golden West	Reserved
May 26-29	Free Lessons	5-6pm	Golden West	Reserved
May 30	Lifeguard Orientation	1-5pm	Redwood	Reserved

2026 Summer Usage

Dates	Program	Time	Location	Facilitron Status
June 1-July 17	Swim Team - Bucs	6-8pm	Mt. Whitney	
June 1-July 17	Swim Team - Seahawks	6-8pm	Golden West	
June 1-July 17	Swim Team - Waves	6-8pm	El Diamante	
June 8-July 31	Swim Lessons	10am-8pm	Varies	
June 8-Aug 7	Public Swim	1-3pm	Redwood	

EXHIBIT C

Schedule of Facility Use & Other Fees | 2025-26

	CLASS I (No Fee) VUSD sponsored activities directly related to the educational program, or activities sponsored by statutorily approved youth group.	CLASS II (Minimal) Nonprofit organizations not directly related to District's educational program, and/or net proceeds are expended for the welfare of VUSD students.		CLASS III (Rental) Organizations engaged in fund-raising or for-profit activities for which the net proceeds are not expended for the welfare of VUSD students.	
		Regular	Peak time (1)	Regular	Peak time (1)
School Buildings					
Regular Classroom	NO CHARGE	\$ 4.68 per hr	\$ 6.93 per hr	\$ 13.20 per hr	\$ 15.45 per hr
Little Theater Mt. Whitney	NO CHARGE	\$ 6.05 per hr	\$ 9.05 per hr	\$ 17.05 per hr	\$ 19.80 per hr
Computer Lab	NO CHARGE	\$ 56.38 per hr	\$ 58.63 per hr	\$ 64.90 per hr	\$ 67.15 per hr
Regular Conference Rooms	NO CHARGE	\$ 4.68 per hr	\$ 6.93 per hr	\$ 13.20 per hr	\$ 15.45 per hr
Conf. Rms DO3, BoardRm, VLC2, Oaks2C	NO CHARGE	\$ 7.43 per hr	\$ 10.93 per hr	\$ 20.35 per hr	\$ 23.85 per hr
Restrooms (Boy and Girl)	NO CHARGE	\$ 4.68 per hr	\$ 6.68 per hr	\$ 12.65 per hr	\$ 14.90 per hr
Elementary School Multi-use	NO CHARGE	\$ 22.55 per hr	\$ 32.80 per hr	\$ 62.43 per hr	\$ 72.68 per hr
Elementary School Kitchens	NO CHARGE	\$ 2.48 per hr	\$ 3.73 per hr	\$ 6.88 per hr	\$ 8.13 per hr
Middle School Multi-use	NO CHARGE	\$ 43.18 per hr	\$ 62.93 per hr	\$ 119.90 per hr	\$ 139.65 per hr
Middle School Kitchens	NO CHARGE	\$ 7.15 per hr	\$ 10.40 per hr	\$ 19.53 per hr	\$ 22.78 per hr
High School Gyms	NO CHARGE	\$ 92.13 per hr	\$ 134.13 per hr	\$ 255.48 per hr	\$ 297.48 per hr
High School Mini Gym	NO CHARGE	\$ 43.73 per hr	\$ 63.73 per hr	\$ 121.00 per hr	\$ 141.00 per hr
High School Locker Rooms	NO CHARGE	\$ 36.58 per hr	\$ 53.33 per hr	\$ 101.20 per hr	\$ 117.95 per hr
High School Gym Snack Bar	NO CHARGE	\$ 6.60 per hr	\$ 9.60 per hr	\$ 18.70 per hr	\$ 21.70 per hr
High School Cafeteria	NO CHARGE	\$ 32.18 per hr	\$ 46.93 per hr	\$ 89.38 per hr	\$ 104.13 per hr
High School Kitchen	NO CHARGE	\$ 26.13 per hr	\$ 38.13 per hr	\$ 72.60 per hr	\$ 84.60 per hr
High School Music Room	NO CHARGE	\$ 18.43 per hr	\$ 26.68 per hr	\$ 50.88 per hr	\$ 59.38 per hr
HS Dance/Wrestling Room	NO CHARGE	\$ 10.45 per hr	\$ 15.45 per hr	\$ 29.43 per hr	\$ 34.18 per hr
Faculty Lounge	NO CHARGE	\$ 12.93 per hr	\$ 18.93 per hr	\$ 36.03 per hr	\$ 42.03 per hr
Outdoor Facilities					
<i>MK Bowl & Community Saf</i>					
Stadium	NO CHARGE	\$ 116.88 per hr	N/A	\$ 4,130.50 - event (Stadium&Lights)	N/A
Lights	NO CHARGE	\$ 92.95 per hr	N/A		N/A
Press Box Operator (If Appl)	NO CHARGE	\$ 27.50 per hr	N/A	\$ 27.50	N/A
Swimming Pool ¹	NO CHARGE	\$ 31.63 per hr	\$ 46.13 per hr	\$ 32.18 per hr	\$ 48.18 per hr
Ball Field and Lights	NO CHARGE	\$ 8.80 per hr	N/A	\$ 17.88 per hr	N/A
Football Field	NO CHARGE	\$ 17.88 per hr	N/A	\$ 35.48 per hr	N/A
Football Field Lights	NO CHARGE	\$ 13.20 per hr	\$ 19.45 per hr	\$ 26.68 per hr	\$ 32.68 per hr
Practice Field/Tennis Court(4)	NO CHARGE	\$ 9.35 per hr	N/A	\$ 17.88 per hr	N/A
Tennis Court (5+ courts)	NO CHARGE	\$ 13.48 per hr	N/A	\$ 26.68 per hr	N/A
Other Charges					
NSF Fee (per check)	N/A	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Copy Fee	N/A	\$ 10.00 Handling	\$ 10.00 Handling	\$ 10.00 Handling	\$ 10.00 Handling
		\$ 1.00 First Pg	\$ 1.00 First Pg	\$ 1.00 First Pg	\$ 1.00 First Pg
		\$ 0.25 Ea Adt. Pg	\$ 0.25 Ea Adt. Pg	\$ 0.25 Ea Adt. Pg	\$ 0.25 Ea Adt. Pg
Live Scan Fingerprinting Fees		<u>DOJ</u>	<u>FBI</u>	<u>Service</u>	
Certificated		\$32.00	N/A	\$17.00	
Classified		\$32.00	\$ 17.00	\$0.00	
Coaches		\$32.00	\$ 17.00	\$0.00	
Volunteers		\$32.00	\$ 17.00	\$0.00	
Energy Charges Fee (per Kilowatt-hour (KWH))	VUSD FLEET vehicles charging cost will be comp by the District	\$0.45 per KWH	\$0.45 per KWH	\$0.45 per KWH	\$0.45 per KWH
Energy Charges Idle Fee (per minute (min))	N/A to VUSD FLEET	\$1.00 per min	\$1.00 per min	\$1.00 per min	\$1.00 per min

¹ Peak time summer usage is 12-6 PM between May 1st and October 1st (higher AC electrical rates).

² Rate does not include the use of cafeteria kitchen.

³ Music Room facility charge includes the use of either the band or choir room. Use of both rooms results in double the respective facility use charge rate.

⁴ Peak time winter usage is October 1st to April 1st (gas used to heat pools).

⁵ VUSD would offer waivers or discounted rates for those experiencing financial hardship.

⁶ Idle Fee applies only from 5:30 PM to 7:30 AM when a non VUSD Fleet vehicle has been charging for more than 2 hours.

Note: Custodial Fees will be charged at established overtime costs - 3-hour minimum.

Effective: January 01, 2025

EXHIBIT C continued

***DRAFT* Schedule of Facility Use & Other Fees | 2026-27**



Schedule of Facility Use & Other Fees | 2026-27

	CLASS I (No Fee) VUSD sponsored activities directly related to the educational program, or activities sponsored by statutorily approved youth group.	CLASS II (Minimal) Nonprofit organizations not directly related to District's educational program, and/or net proceeds are expended for the welfare of VUSD students.		CLASS III (Rental) Organizations engaged in fundraising or for-profit activities for which the net proceeds are not expended for the welfare of VUSD students.	
		Regular	Peak time (1)	Regular	Peak time (1)
School Buildings					
Regular Classroom	NO CHARGE	\$ 5.15 per hr	\$ 7.40 per hr	\$ 14.52 per hr	\$ 16.77 per hr
Little Theater Mt. Whitney	NO CHARGE	\$ 6.66 per hr	\$ 9.66 per hr	\$ 18.76 per hr	\$ 21.51 per hr
Computer Lab	NO CHARGE	\$ 62.02 per hr	\$ 64.27 per hr	\$ 71.39 per hr	\$ 73.64 per hr
Regular Conference Rooms	NO CHARGE	\$ 5.15 per hr	\$ 7.40 per hr	\$ 14.52 per hr	\$ 16.77 per hr
Conf. Rms DO3, BoardRm, VLC2, Oaks2C	NO CHARGE	\$ 8.17 per hr	\$ 11.67 per hr	\$ 22.39 per hr	\$ 25.89 per hr
Restrooms (Boy and Girl)	NO CHARGE	\$ 5.15 per hr	\$ 7.15 per hr	\$ 13.92 per hr	\$ 16.17 per hr
Elementary School Multi-use	NO CHARGE	\$ 24.81 per hr	\$ 35.06 per hr	\$ 68.67 per hr	\$ 78.92 per hr
Elementary School Kitchens	NO CHARGE	\$ 2.73 per hr	\$ 3.98 per hr	\$ 7.57 per hr	\$ 8.82 per hr
Middle School Multi-use	NO CHARGE	\$ 47.50 per hr	\$ 67.25 per hr	\$ 131.89 per hr	\$ 151.64 per hr
Middle School Kitchens	NO CHARGE	\$ 7.87 per hr	\$ 11.12 per hr	\$ 21.48 per hr	\$ 24.73 per hr
High School Gyms	NO CHARGE	\$ 101.34 per hr	\$ 143.34 per hr	\$ 281.03 per hr	\$ 323.03 per hr
High School Mini Gym	NO CHARGE	\$ 48.10 per hr	\$ 68.10 per hr	\$ 133.10 per hr	\$ 153.10 per hr
High School Locker Rooms	NO CHARGE	\$ 40.24 per hr	\$ 56.99 per hr	\$ 111.32 per hr	\$ 128.07 per hr
High School Gym Snack Bar	NO CHARGE	\$ 7.26 per hr	\$ 10.26 per hr	\$ 20.57 per hr	\$ 23.57 per hr
High School Cafeteria	NO CHARGE	\$ 35.40 per hr	\$ 50.15 per hr	\$ 98.32 per hr	\$ 113.07 per hr
High School Kitchen	NO CHARGE	\$ 28.74 per hr	\$ 40.74 per hr	\$ 79.86 per hr	\$ 91.86 per hr
High School Music Room	NO CHARGE	\$ 20.77 per hr	\$ 28.57 per hr	\$ 55.97 per hr	\$ 64.47 per hr
HS Dance/Wrestling Room	NO CHARGE	\$ 11.50 per hr	\$ 16.50 per hr	\$ 32.37 per hr	\$ 37.12 per hr
Faculty Lounge	NO CHARGE	\$ 14.22 per hr	\$ 20.22 per hr	\$ 39.63 per hr	\$ 45.63 per hr
Outdoor Facilities					
<i>ATK Bowl & Community Sq</i>					
Stadium	NO CHARGE	\$ 128.57 per hr	N/A	\$ 4,543.55 - event (Stadium&Lights)	N/A
Lights	NO CHARGE	\$ 102.25 per hr	N/A	\$ 111.32 per hr	\$ 128.07 per hr
Press Box Operator (If Appl)	NO CHARGE	\$ 30.25 per hr	N/A	\$ 30.25 per hr	N/A
Swimming Pool ²	NO CHARGE	\$ 34.79 per hr	\$ 49.79 per hr	\$ 35.40 per hr	\$ 51.40 per hr
Ball Field and Lights	NO CHARGE	\$ 9.68 per hr	N/A	\$ 19.67 per hr	N/A
Football Field	NO CHARGE	\$ 19.67 per hr	N/A	\$ 39.03 per hr	N/A
Football Field Lights	NO CHARGE	\$ 14.52 per hr	\$ 20.77 per hr	\$ 29.35 per hr	\$ 35.35 per hr
Practice Field/Tennis Court(4)	NO CHARGE	\$ 10.79 per hr	N/A	\$ 19.67 per hr	N/A
Tennis Court (5+ courts)	NO CHARGE	\$ 14.83 per hr	N/A	\$ 29.35 per hr	N/A
Other Charges					
NSF Fee (per check)	N/A	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Copy Fee	N/A	\$ 10.00 Handling \$ 1.00 First Pg \$ 0.25 Ea Adt. Pg	\$ 10.00 Handling \$ 1.00 First Pg \$ 0.25 Ea Adt. Pg	\$ 10.00 Handling \$ 1.00 First Pg \$ 0.25 Ea Adt. Pg	\$ 10.00 Handling \$ 1.00 First Pg \$ 0.25 Ea Adt. Pg
Live Scan Fingerprinting Fees ³		DBL	EBL	Service	
Certificated		\$32.00	N/A	\$17.00	
Classified		\$32.00	\$ 17.00	\$0.00	
Coaches		\$32.00	\$ 17.00	\$0.00	
Volunteers		\$32.00	\$ 17.00	\$0.00	
Energy Charges Fee (per Kilowatt-hour (KWH))	VUSD FLEET vehicles charging cost will be comp by the District	\$0.45 per KWH	\$0.45 per KWH	\$0.45 per KWH	\$0.45 per KWH
Energy Charges Idle Fee ⁴ (per minute (min))	N/A to VUSD FLEET	\$1.00 per min	\$1.00 per min	\$1.00 per min	\$1.00 per min

¹ Peak time summer usage is 12-6 PM between May1st and October 1st (higher AC electrical rates).

² Rate does not include the use of cafeteria kitchen.

³ Music Room facility charge includes the use of either the band or choir room. Use of both rooms results in double the respective facility use charge rate.

⁴ Peak time winter usage is October 1st to April 1st (gas used to heat pools).

⁵ VUSD would offer waivers or discounted rates for those experiencing financial hardship.

⁶ Idle Fee applies only from 5:30 PM to 7:30 AM when a non VUSD Fleet vehicle has been charging for more than 2 hours.

Note: Custodial Fees will be charged at established overtime costs - 3-hour minimum.