# West Contra Costa Unified School District



Facilities Use Policies and Procedures 2015-2016

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### I. INTRODUCTION

### Welcome to West Contra Costa Unified School Districts Schools!

West Contra Costa Unified School District ("WCCUSD" or "District") is a public entity whose mission is to provide the best education possible to the children located in the West Contra Costa Unified School District community. Our classrooms and support facilities offer the best opportunity for educational success. Our community provides many activities outside of school hours for our youth, which require rooms and playing fields. It is the policy of the District to grant the use of its school facilities and grounds through the District's on-line facilities use program and upon the terms and conditions set forth in Board Policy 1330. District Administrative Regulations define the limitations, requirements, and restrictions set forth in current, applicable law. Access to District facilities is available after school and on weekends for user groups with prior approval, upon proof of insurance, and subject to certain costs as prescribed in the Civic Center Act (Educ. Code § 38130 et seq.).

These Facilities Use Policies and Procedures are a resource guide for outside users in completing the application process and to clarify the District's expectations of groups who are permitted to use our facilities.

### II. FACILITY USE AND RENTAL

For facility use and rentals, the District uses <a href="www.communityuse.com">www.communityuse.com</a> for outside user groups and <a href="www.schooldude.com">www.schooldude.com</a> for District users, which are user-friendly, web-based programs that enable groups to request the use of District facilities through the internet. This will make it easy for you to submit permit applications and track their status.

If you have any Facilities Use Permit questions please contact: Rina Prasad at (510) 231-1113 or rprasad@wccusd.net.

To register or access School dude see Appendices H and I for detailed instructions, or go to: www.communityuse.com/default.asp?acctnum=553378094.

The District is updating the fees for Facilities Use Permits and, as of October 1, 2015, WCCUSD will implement the new fee structure. To develop the fee structure, we calculated the actual costs to the District for facilities use. These fees are comprised of the District's **Direct Costs** or **Fair Rental Value** for the use of school facilities or grounds on an hourly basis, as set forth in **Appendix G**. The District's Direct Costs include capital direct costs and operational direct costs which consist of the users' share of the costs of supplies, utilities, janitorial services, services of District employees, maintenance, repair, restoration, and refurbishment for the school facilities or grounds. The Fair Rental Value includes the District's Direct Costs plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

With the updated fee structure, anyone using WCCUSD facilities or grounds outside of the regular school day must have a facilities use permit and pay all applicable fees.

### III. WCCUSD GUIDELINES

### 1. Board Policy / Administrative Regulation 1330

- 1.1. The use of WCCUSD school facilities and grounds is governed by District Board Policy and Administrative Regulation 1330.
- 1.2. The Superintendent has delegated authority to the Assistant Superintendent of Business Services, or designee, to approve applications for the use of school facilities or grounds. All Applications must be submitted on-line and approved by the District's Facilities Use Office.

### 2. Code of Conduct for All Facility Users

- 2.1. If any group activity results in the destruction of school property, the group may be charged for an amount necessary to repay the damages, and further use of school facilities or grounds may be denied.
- 2.2. When a facility use activity will not begin immediately after classes are dismissed for the day, children must not be left unsupervised waiting for the activity/class to begin. Staff is not available to supervise children after the close of the school day.
- 2.3. We have high expectations for the conduct of all users of District school facilities and grounds. This includes students, coaches, parents, guests, by-standers, and anyone else in attendance at a facility-use event. If these expectations are not met the individuals, including the group associated with any individual's poor conduct may have their facility use permit revoked. It is incumbent upon each group to properly supervise themselves and not allow inappropriate behavior. The following are examples of behavior that will not be tolerated at any time by the District:
  - 2.3.1.1. Poor sportsmanship;
  - 2.3.1.2. Profanity;
  - 2.3.1.3. Fighting (verbal or physical);
  - 2.3.1.4. Abuse (verbal or physical);
  - 2.3.1.5. Inappropriate behavior toward children, referees, or coaches;
  - 2.3.1.6. Harassment, discrimination, or sexual misconduct;
  - 2.3.1.7. Gambling;
  - 2.3.1.8. Arson:
  - 2.3.1.9. Use or possession of tobacco, alcohol, drugs, or firearms; and
  - 2.3.1.10. Trespassing onto neighbors' properties.
- 2.4. Any inappropriate activity should be immediately reported to a District representative, at 510-231-1113

### IV. USE FEE CLASSIFICATIONS

The priorities and fee structure for using facilities will be determined by the District for any *Use* of Facilities requests other than school district instructional and related activities based on the following use classifications. Additional fees beyond use fees may be required for all users.

"School facilities" are limited to only non-classroom space and "school grounds" includes, but is not limited to, playing fields, athletic fields, track and field venues, tennis courts, and outdoor basketball courts.

### 1. Uses Subject to No Cost.

- 1.1. Uses subject to no cost include school activities generated by District personnel or volunteers for purposes directly related to the education and enrichment of District students, as directed or approved by District administration, and/or for the purpose of employee gatherings related to the operation of the District. These uses include, for example, those by PTA or other school-associated parent / teacher / student associations and student body clubs.
- 1.2. Uses in this category may also be subject to Direct Cost if the use requires additional District personnel or work hours to be assigned (e.g., weekend, holidays, or other days when the facility may otherwise be closed).

### 2. <u>Uses Subject to Direct Cost.</u>

- 2.1. Direct Cost is defined as the share of the costs of supplies, utilities, janitorial services, services of school district employees, and salaries paid to school district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities or grounds that is proportional to the entity's use of the school facilities or grounds.
- 2.2. Uses subject to Direct Costs include for example:
  - 2.2.1. Uses by a nonprofit organization, or by a club or an association organized to promote youth and school activities, including, but not necessarily limited to, any of the following:
    - 2.2.1.1. Girl Scouts, Boy Scouts, Camp Fire USA, or the YMCA;
    - 2.2.1.2. A parent-teacher association;
    - 2.2.1.3. A school-community advisory council;
  - 2.2.2. An entity using school facilities or grounds, including a religious organization or church, that arranges for and supervises sports league activities for youth;

- 2.2.3. An entity conducting 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; and
- 2.2.4. An entertainment or a meeting where an admission fee is charged or contributions are solicited and the net receipts are expended for the welfare of the pupils of the WCCUSD or for charitable purposes.

### 3. <u>Uses Subject to Fair Rental Value</u>.

- 3.1. Fair Rental Value is defined as the direct costs to the District plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.
- 3.2. Uses subject to Fair Rental Value include an entertainment or a meeting where an admission fee is charged or contributions are solicited and the net receipts are **not** expended for the welfare of the pupils of WCCUSD or for charitable purposes.

### V. APPLICATION PROCEDURES

- **1.** Facilities Use applications originating from established and responsible entities appropriately licensed and insured shall be considered.
- **2.** All applications must be received in the Facilities Use Office fifteen (15) days prior to the requested date of use.

### 3. Application.

3.1. To submit a Facilities Use application to the District, complete the application on-line using the following web site:

www.communityuse.com/default.asp?acctnum=553378094

- 3.2. To complete the application, see the instructions on:
  - 3.2.1. How to Create a Log-in, in Appendix H; and
  - 3.2.2. How to Log-in and Submit a Request for Facility Use, in Appendix I.
- 3.3. The application process should start at least four (4) weeks prior to the requested date of use.
- 3.4. Fifteen (15) days prior to the requested use, the Facility Use Office must have all required insurance certificates, the Additionally Insured Endorsement, and payment for the use before the requested permit can be issued.
- 3.5. The request, when approved, becomes the permit to use District facilities and/or grounds.
- 3.6. It is the responsibility of the applicant to make sure all requirements are met. The Applicant must have final approval from the Facilities Use Office prior to the scheduled event.
- 3.7. A complete request consists of the following three (3) items:
  - 3.7.1. An approved request submitted online (fully routed and approved by the Facilities Use Office);
  - 3.7.2. Proof of insurance, with the District identified as an additional insured, and endorsement approved by the Facilities Use Office (see below for further details); and
  - 3.7.3. Payment for the estimated use of the facilities and/or grounds. If the estimated use exceeds the time indicated on the issued permit, the District will invoice the applicant the difference owed.

- 4. All school-related activities will be given priority in the use of facilities and grounds.
  - 4.1. When school activities take preference over any scheduled activities, a fifteen (15) days' notice will be given so that the cancelled activity can be rescheduled.
  - 4.2. Public agencies within the District will have second priority. Thereafter the use shall be on a first-come, first-served basis of completed requests.
- **5.** All permits expire on June 30<sup>th</sup> of each year (end of the District's fiscal year) and a new request and application must be submitted for subsequent uses.
- **6.** <u>Certificate of Insurance Requirements.</u> Applicant agrees to procure and maintain required insurance limits during the life of any approved facility use permit.
  - 6.1. The West Contra Costa Unified School District shall be named as certificate holder. An endorsement page naming West Contra Costa Unified School District as an additional insured must accompany the certificate of insurance. The certificate of insurance and the endorsement page must be received at least fifteen (15) calendar days prior to the use of the District facility.
  - 6.2. The required limits of insurance are as follows:

Liability \$1,000,000
General Aggregate \$2,000,000
Personal Injury \$1,000,000
Fire Damage \$100,000
Medical Expenses \$5,000

- 6.3. <u>Hold Harmless</u>. In making an application for use of District facilities, all users agree to defend, indemnify, and hold harmless the district, its officers, employees and agents from any and all injuries, losses, or damages, including damage to District property, which may result or arise in any way out of their use of the District facilities, negligence of the user group, its officers, employees or agents, except when caused by the negligence of the District.
- 6.4. Advance Payment. Advance payment in full is required at least fifteen (15) calendar days prior to the event; if payment is not received by the District, the use permit and event will be cancelled.
- 6.5. <u>Changes or Cancellations.</u> A request may be changed or cancelled fifteen (15) calendar days prior to the requested date of use. For all changes or cancellations, applicants must contact Facilities Scheduling Office at 510-231-1113

- 6.6. <u>Revocations.</u> The District may revoke permits without prior notice in extreme circumstances where the need for the facilities or grounds has subsequently developed for public school purposes. The District will give as much advanced notice as possible to the user.
- 6.7. <u>Refunds.</u> Refunds will be provided up to fifteen (15) calendar days prior to the event; any cancellations after the fifteen-day period will NOT be refunded.
- 6.8. <u>Permit Transfers</u>. No use permit shall be transferred or assigned to any person or group.

# VI. GENERAL PROCEDURES AND POLICY

- 1. <u>Authority.</u> The District Facilities Scheduling Office has the sole authority to grant use of the school facilities at each District school. If a conflict in scheduling should arise, the Facilities Scheduling Office shall have the authority to reschedule or cancel a requested use for any reason the office deems necessary.
- 2. **Priority.** The priority for use of District facilities and grounds shall be according to the following:
  - 2.1. District and District schools;
  - 2.2. Public agencies within the District;
  - 2.3. Nonprofit organizations, clubs, associations, and entities;
  - 2.4. For profit organizations, clubs, associations, and entities
- 3. **Permits.** All users including school-related groups must file an application for a facilities use permit. For advance schedules use permits during the school year (July 1 to June 30), applicants must reapply for new permits annually to continue using the District facilities or grounds.
- 4. <u>Special Arrangements</u>. A facilities use permit <u>does not authorize the use of certain District</u>, <u>school</u>, <u>or student body equipment</u>. Arrangements for supervision and operation of any equipment shall be made by the applicant with the Facilities Scheduler at the time of the reservation.
  - 4.1. All applicants will be liable for any damage or loss of equipment during facilities use.
- 5. <u>Structures.</u> No structures (including tents), whether permanent or temporary, may be erected or assembled on school premises, nor may any extraordinary electrical, mechanical, or other equipment be brought thereon unless special approval has been obtained from the District.
- 6. <u>Fireproofing.</u> Decorations must be flameproof and shall be erected and taken down in a manner not destructive to school property. The District may request the fire department to verify certification of fireproofing at the user's expense.
- 7. <u>Automated External Defibrillator (AED).</u> Some District facilities and grounds are equipped with AEDs. Any use of District AEDs requires the appropriate certification as prescribed by applicable California law.
- 8. <u>Vehicles/Parking</u>. No modifications to District parking provisions will be allowed. All vehicles will be operated on paved driveways and parking lots only; parking on paved play areas, fields, or in marked fire lanes is strictly prohibited.

- 9. <u>Facilities and Grounds Access.</u> All District facilities are lockable and connected to an alarm system. A custodian or District representative must be <u>on site for all uses</u>.
  - 9.1. The District's site employee shall unlock the facility or grounds and check-in with the user at the beginning of the use, and at the end of the event shall clean, check-out the user, and lock the facility or grounds.
  - 9.2. In the event the use requires additional personnel for support, only District employees shall be utilized.
  - 9.3. Payment directly to District employees is prohibited.
- 10. <u>Classrooms</u>. Classrooms are the professional workspace of WCCUSD certificated teaching staff. All individuals working with or teaching students on the campus must complete the following prior to any student contact:
  - 10.1. Mandated fingerprinting;
  - 10.2. Required proof of insurance; and
  - 10.3. Payment of applicable fees.
- 11. <u>District Restroom Facilities</u>. Arrangements for use of restrooms must be made at the time of application, and a custodian or District representative must be present during the entire event.
- 12. **Smoking/Tobacco Products.** Smoking and tobacco products of any kind are not permitted on District property.
- 13. **Alcohol**. No alcoholic beverages are allowed on District property.
- 14. **Prohibited Uses**. Uses, activities, or affairs which require heavy maintenance or crowd control, such as swap meeting, weddings, parties, dog shows, rock bands, commercial advertising, use of any smoke machines, etc. are prohibited.
- 15. **Revocation of Permit.** Any violations of law and/or District policy and procedure will result in the immediate revocation of the facilities use permit and removal of the user(s) from District property.
- 16. <u>Violations.</u> Applications will be denied if past use by an organization has resulted in, without limitation, violation of Board Policy, inconvenience for school use, damage to property, consistent lack of supervision, adverse behavior, or non-payment of fees.
- 17. **Keys**. Key control and security code control are mandatory. Under no circumstances is a non-District individual or student authorized to be in possession of keys to District facilities or grounds or have knowledge of any District security codes. District master keys and codes must be secured to the greatest extent possible and never loaned to students or non-employees.

- 18. <u>Candles/Open Flames.</u> The use of open flames, bonfires, candles, incense, fireworks, or any incendiary device is strictly forbidden. Decorations must be flameproof and shall be erected and taken down in a manner so as not to be destructive of District property.
  - 18.1. <u>Note:</u> Outdoor food preparation, including barbecues, is not allowed without all appropriate health permits obtained from the Contra Costa County Environmental Health Division.
- 19. <u>Fundraisers</u>. All fundraisers must be approved by the Board of Education pursuant to Education Code § 51521. For specific details regarding fundraising activities, refer to District Administrative Regulation 1321.
- 20. <u>Catering.</u> Kitchen facilities at secondary schools are not available for use by community groups and food cannot be prepared at the schools unless one or more district food service personnel are employed to supervise. A rental fee will be charged in addition to facility use fee. In such cases, an additional \$250 refundable property damage deposit is required to cover possible damage or theft.
- 21. **Gymnasiums**. Gymnasiums may not be used for dances. The serving of refreshments is prohibited in the gymnasiums at all times.
- 22. <u>Due Dates for Fees:</u> All monies for facility use fees as applicable must be paid to the Facilities Scheduling Office at least fifteen (15) days before the scheduled day of use.

### 23. Signs and Fliers.

- 23.1. A user may post pre-approved, temporary signs or banners during the hours of use.
- 23.2. Advertising or sponsor signs will not be allowed.
- 23.3. All fliers must be approved and stamped by a WCCUSD Executive Director prior to printing and distributing.
- 24. <u>Gambling.</u> Facilities may not be used for any gaming or gambling purposes (e.g., raffles, bingo, etc.).
  - 24.1. School entities, including student clubs, are not authorized to participate in raffles because unlike the local PTA, they are not a nonprofit organization exempt from state taxes and defined in the Franchise Tax Code.
  - 24.2. In order for a user to be able to hold a raffle, the user needs to be a tax-exempt, nonprofit organization with an approved tax identification number pursuant to California Revenue and Taxation Code § 23701(d). The organization must have been approved to do business in California for at least one year and must register with the Attorney General's Registry of Charitable Trusts.
  - 24.3. Drawings may be considered raffles, and should not be held by school group which does not meet the requirements of a tax-exempt nonprofit organization.

- 25. <u>Animals</u>. Animals are permitted on school grounds for instructional purpose and when operating in the capacity as a service animal.
- 26. <u>Post-Event Adjustments</u>. Adjustments will be made for additional costs incurred or refunds as appropriate based on the form *Verification of Charges for Community Use of School Facilities*. In addition, all users will be invoiced for any damage or vandalism caused by their use of the school facilities or grounds.
- 27. <u>Damage to Facilities</u>. Any damage caused by a user during the use of District facilities or grounds will be the responsibility of the user for full payment of all repairs to the damaged property. An invoice for damages will be sent to the user for payment. Failure to comply will result in permanent loss of use by the user at any District facilities or grounds for the future.

### VII. FIELD AND ATHLETIC FACILITY USE

- 1. **Field Availability**. Fields will <u>not</u> be available:
  - 1.1. During school hours or on holidays;
  - 1.2. If schools are under construction or repair due to safety issues at the sole discretion of District administration; and
  - 1.3. At all closed facilities.
- 2. <u>Field Use on Rainy Days</u>. Please contact Facilities Scheduling Office for closure updates of fields on rainy days at 510-231-1113

### 3. Improvements and Upkeep on Fields by Facility Users.

- 3.1. A user may use District soccer goals and any athletic equipment with site approval. Any additional goals and athletic equipment will be portable and provided by the user. The equipment will be marked legibly and the user will provide documentation to determine ownership. The principal's prior approval is required. During the season when goals are not in use they must be chained to a fence. During the off-season the portable goals must be removed from the field
- 3.2. Many facility users work to improve the sites they use. The District encourages this partnership. Prior to beginning any improvement, however, a written plan must be submitted to the Facility Use Office for consideration and determination which will be communicated to the proposing user.
- 4. Restroom Facilities/Portable Toilets. Users of outdoor facilities shall have the option of using District restroom facilities or making separate arrangements for renting portable toilets from an outside vendor. If choosing to use District restroom facilities, a District representative must be present during the entire event and the appropriate fees for this service must be paid prior to the event. If the renter chooses to rent portable toilets, the renter assumes full responsibility. The renter must provide a copy of the rental agreement to the District Office at least one working day prior to the event. The rental agreement must specify the cleaning schedule and date of removal of the portable toilets. The renter must secure the portable toilets to the greatest extent possible. The District will not be held liable for any damages.
- 5. <u>Locker Room.</u> Use of locker rooms requires a custodian to be present.

### 6. Press Box, Public Address, and Score Board.

6.1. The use of the Press Box, Public, Address System, or scoreboard will not be available unless approved by the school site principal. A District employee may be required to open the press box and operate the system.

- 7. <u>Snack Bars and Concessions.</u> Access to use of the snack bars and concessions will be provided by a District employee.
- 8. <u>Trash Removal</u>. All field users are responsible for picking up any and all litter left on the fields and removing all trash bags from the school site.

### 9. Gymnasium Use.

- 9.1. No food or drink is allowed inside any gymnasium.
- 9.2. Only soft sole shoes may be worn and no high heels inside the gymnasiums.
- 9.3. No locker room, stage, or music room use is allowed unless approved by the District.
- 9.4. Scoreboard use is allowed if approved by the District.
- 9.5. Gymnasium bleachers will be either opened or closed. Users must specify preference on the application or it will be assumed that the bleachers will be opened.

# VIII. THEATRE USE

- **1.** General Theatre Procedures. The following are general procedures for theatre use. Additional site specific procedures may apply. Please refer to Appendices D & E for site specific policies.
  - 1.1. The District at its discretion may require additional security at the user's cost depending on the type and scope of the use.
  - 1.2. Approved uses, events, presentations, rehearsals, and/or production arrangements are binding and may only be modified at the District's discretion.
  - 1.3. Applications for theatre use need to be submitted eight (8) weeks in advance, and applications are considered on a first come first served basis. Priority is always given to first to District theatre users. Users may then be scheduled around the District's events, productions, and presentations.
  - 1.4. All users must provide a description of their use/presentation/production during a prior arranged consultation with the Technical Theater Manager. Coordination is organized by the Facilities Scheduler.
  - 1.5. All presentation/production content must be in compliance with Education Code § 38131(b) and the Usage Policy of the consulted theater space.
  - 1.6. All fees must to be paid fifteen (15) days prior to the date of use to avoid being canceled.
  - 1.7. District support staff will be present for all theater events, productions, or performances.
  - 1.8. No food or drinks are allowed in the theater, classrooms, or adjoining facility spaces at any time. Request and approval by the Facilities Scheduling Office must be given for food/drink to be allowed in green room areas if applicable.
  - 1.9. All theater equipment, curtains, scenery, props, and costumes must be fire retardant. The District may request the fire department to verify certification of fireproofing at the renter's expense. Fire codes will be strictly enforced at all times. During the consultation, this must be arranged ahead of time.
  - 1.10. All theaters, adjoining rooms, and classrooms adhere to a strict "as is where is" policy. Any group using an auditorium or stage shall not disturb, move or change any existing equipment except with the permission of the site administrator and under the supervision of the site employee who is in charge of the facility. A walkthrough shall be documented before and after a use with the technical theater manager to ensure these policies are followed.

- 1.11. All theater hallways and exits must remain free of equipment and debris at all times to ensure safety of users, audiences, and District staff.
- 1.12. The user or group may cancel its facility use permit by written notice to Facilities Scheduling Office at least thirty (30) days prior to the start of the permit without further financial obligation to the District. If said application is canceled less than thirty (30) days prior to the permit start date, the user/group must pay the full amounts owed.

# IX. CAFETERIA AND COMMUNITY KITCHENS

- 1. Use of school kitchens and concession stands may be granted to eligible groups when such use will not interfere with the regular school food services program. When these areas are used, a food services employee must be assigned to ensure sanitation, safety, and proper operation of equipment. This employee will act in a supervisory capacity only. The organization using the facility is responsible for preparation and cleanup.
- 2. Cafeteria Kitchen use includes food presentational areas and the use of cafeteria dining areas with limited use of kitchen facilities such as sinks and power outlets. The following equipment is excluded from Cafeteria Kitchen use: ovens, stovetops, refrigeration units, ice machine and all other food preparation equipment.

### 2.1. Cafeteria Kitchen Use.

- 2.1.1. Cafeteria Kitchens are not available during the school day.
- 2.1.2. Authorization to use the Cafeteria Kitchen area does not authorize the adjacent or nearby Community Kitchen and the equipment including the refrigerator space and oven use.
- 2.1.3. A custodian is required to unlock the Cafeteria Kitchen, inspect that the facility was left clean, and will remove trash and lockup the Cafeteria Kitchen.
- 2.1.4. The custodian will report to the District if a group does not leave the Cafeteria Kitchen Clean.
- 2.1.5. No food, utensils, paper product, pots and/or small appliances may be stored in the Cafeteria Kitchen.
- 2.1.6. Groups who do not follow the policy may not be allowed any future Cafeteria Kitchen Use.
- 2.1.7. Kitchen facility may only be used for heating water and coffee.
- **3.** Community Kitchen use includes access and use of cafeteria dining area and food preparation areas including food preparation equipment (with appropriate District supervision). Community Kitchen use requires the appropriate health permits from the Contra Costa County Environmental Health Division and the appropriate approvals from the Facilities Scheduling Office at the time of application.

### 3.1. Community Kitchen Use.

- 3.1.1. Use Food preparation at the schools requires supervision by District food service personnel.
- 3.1.2. A rental fee will be charged in addition to the facility use fee.
- 3.1.3. In such cases, a \$250 refundable property damage deposit is required to cover possible damage or theft.
- 3.1.4. Community Kitchen use requires the appropriate health permits from the Contra Costa County Environmental Health Division.

### X. BARBEQUE POLICY AND GUIDELINES

### 1. Barbeque Safety.

- 1.1. Only gas BBQ grills will be permitted for use on school facilities and grounds.
- 1.2. BBQ grill must be no less than 36" from the ground.
- 1.3. BBQ must be placed at least 50 feet from all District buildings.
- 1.4. No Barbeques are permitted on the All Weather Fields and Tracks.

### 2. Post-Barbeque Procedures.

- 2.1. Portable BBQ equipment must be removed from District property after the BBQ.
- 2.2. Any incidents or property damage as the result of a BBQ must be immediately reported to the Facilities Scheduling Office.
- **3.** Please inform all staff, volunteers, and public regarding the above-mentioned requirements for BBQs on District property.



# **APPENDIX A State Guidelines**

California law encourages the Governing Board of a school district to make available the school buildings or grounds for public, literary, scientific, recreational, or educational meetings, or for the discussion of matters of general or public interest. The general rules and guidelines are defined in the California Education Code under section 38130 et seq., and are cited as the "Civic Center Act."

West Contra Costa Unified School District is a public entity whose mission is to provide the best education possible to the children of our community located in the West Contra Costa Unified School District.

It is required of each user to read this manual and understand the District's expectations for facility use. User groups must have a current, approved application in order to use the District school facilities or grounds. If you are the representative of a user group, it is your responsibility to inform your participants of the contents of the District's policies and procedures manual. The District expects everyone to abide by the rules and regulations.

It is the intent of this Policies and Procedures Manual to provide potential users of West Contra Costa Unified School District facilities information regarding the application process, fee structures, insurance requirements, and other factors governing the use of school facilities under the Civic Center Act.

### Civic Center Act (Education Code sections 38130-38138)

- A. 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 the Civic Center Act, for any of the following purposes:
  - 1. Public, literary, scientific, recreational, educational or public agency meetings.
  - 2. Discussion of matters of general or public interest.
  - 3. Conduct of religious services for temporary periods, on a one-time or renewal basis, by any church or religious organization that has no suitable meeting place for the conduct of services, provided the governing board charges the church or religious organization using the facilities or grounds a fee as specified in the Civic Center Act.



- 4. Child care or day care programs to provide supervision and activities for children of preschool and elementary school age.
- 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 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.
- 7. A community youth center.
- 8. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization.
- 9. Other purposes deemed appropriate by the governing board.
- B. State laws prohibit the use of school facilities for subversive, immoral, offensive, or harmful purposes. State laws also limit the use of school facilities for denominational or sectarian activities. The use of school facilities shall not be granted to persons, forums, corporations, groups, clubs, or associations which:
  - 1. May, by such use, be reasonably expected to expose the property of the district to damage through riot, mob action, or violence of any kind.
  - 2. Use the property in a manner which will be adverse to the best interest of the school district.
  - 3. 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 or of the state by force, violence, or other unlawful means
  - 4. Use the facilities for a purpose not consistent with the Civic Center Act and/or adopted board policies.



# **APPENDIX B Statement of Information**

Education Code § 38136 provides that no governing board of a school district shall grant the use of any school property to any person or organization for any use in violation of § 38135 prohibiting any use, by any individual, society, group, or organization 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 or of the state by force, violence, or other unlawful means. For the purpose of determining whether or not any individual, society, group, or organization applying for the use of the school property intends to violate § 38135, the governing board shall require the making and delivery to the governing board, by the applicant of a written statement of information in the following form:

### STATEMENT OF INFORMATION

| The undersigned states that, to the best of application is hereby made will not be used movement the purpose of which is to accordance, violence or other unlawful means;  | for the commission of any act in   | tended to further any program or  |
|--|--|---|
| Thatshe is making application for use of school the overthrow of the government of the Unit unlawful means, and that, to the best of his Communist front organization required by la This statement is made under the penalties of | property, does not, to the best of<br>ted States or of the State of Calif<br>s or her knowledge, it is not a C<br>aw to be registered with the Attor | ornia by force, violence, or other ommunist action organization or                                |
| As the undersigned, <b>I have read the abov</b> individual and/or a duly authorized represer above items will be grounds for the revoca individual and/or duly authorized represe implementation of the above requirements in      | ntative of my organization, that facilities use permit. entative of my organization that   | ailure to comply with any of the I understand further that as the at I/we are responsible for the |
| Organization   |  |   |
| Name (Print)   | Title  |   |
| Signature_   |  |   |
| West Contra Costa Unified School Distric   | et – Verification and Action   |   |
| Compliance of Statement of Expectat  | tions Non-complian   | nce of Statement of Expectations  |
| Name   | Title  | Date  |

### **West Contra Costa Unified School District**



To:

1108 Bissell Avenue • Richmond, CA 94801 • (510) 231-1113

### APPENDIX C Hold Harmless Agreement

The following Hold Harmless Agreement shall be completed prior to use of facilities:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

### In connection with the granted use of your facilities and premises at

| or  |
|---|
| Ve, hereinafter referred to as the Permittee, do agree  |
| defend, indemnify and hold harmless the West Contra Costa Unified School District, hereinafter referred to        |
| the District, its officers, agents and employees, individually and collectively, from and against all costs       |
| sses, claims, demands, suits, actions, payments and judgements, including legal and attorney fees, arising        |
| om personal or bodily injuries, including death, or property damage or otherwise, however caused, sustained       |
| y any persons(s), firm(s), corporation(s), including the district, brought or recovered against any of the above  |
| at may arise for any reason from or during or be alleged to be caused by the undersigned's use/occupancy of       |
| istrict's facilities, including school or District parking lots and walkways, furniture or equipment or other use |
| s requested by the Permittee, or from any occurrence in or on the demised premises, and will further              |
| demnify and hold the District harmless against and from any and all claims arising from any breach of             |
| efault on the part of the Permittee in the performance of any covenant or agreement on the part of the            |
| ermittee to be performed pursuant to the terms of this use, or arising from any act or negligence of the          |
| ermittee, or any of its agents, contractors, servants, employees, licensees, customers, or invitees. In the case  |
| ny action or proceeding is brought against the District by reason of any such claim, the Permittee, upon          |
| otice from the District, covenants to resist or defend at Permittee expense such action or proceeding by          |
| ounsel reasonably satisfactory to the District. The term "facilities" as used in this agreement shall include     |
| ny adjacent school or District parking lots, walkways or thoroughfares used by guests, patrons, invitees          |
| nnlovees or agents of the Permittee   |

The Permittee further agrees to retain responsibility for any loss, theft or damage to Permittee's equipment, supplies or materials or equipment, supplies or materials of others brought onto or stored on District's premises in connection with Permittee's use of District's facilities and premises.

The Permittee further agrees and promises that he will not use nor permit any other person, firm or corporation to use pictures or films of the premises and/or facilities of the West Contra Costa Unified School District in any movie film, film production or commercial venture the subject matter of which does or might bring discredit to the District, including any film production which contains immoral, obnoxious, obscene or injurious material, or is subversive in any way.

The Permittee further agrees to surrender the premises and facilities to the district at termination of the use period hereinbefore specified in the same condition as at the commencement of the period. All equipment, supplies and materials of any kind, used by the Permittee, shall be removed from the premises at termination of the use period.

|  | 20   |  |
|--|--|--|
|  |  |  |
| As the undersigned, I have read the about individual and/or a duly authorized repressabove items will be grounds for the revocindividual and/or duly authorized represimplementation of the above requirements | entative of my organization, that<br>cation of the facilities use permi-<br>sentative of my organization the | failure to comply with any of the a. I understand further that as the nat I/we are responsible for the |
| Organization   |  |  |
| Name (Print)   | Title  |  |
| Signature  |  |  |
|  |  |  |
| West Contra Costa Unified School Distr   | ict – Verification and Action  |  |
|  |  | ance of Hold Harmless Agreement  |

Education Code: 40041-40043 (as applicable); Lamb's Chapel v. Center Moriches

County School Board (1994) 17 F.3d 703.

Union Free School District (1993) 508 U.S. 394; Fairfax Covenant Church v. Fairfax

The Permittee shall be responsible for any damage to District property, arising from Permittee's use, and shall promptly reimburse the District for repair or replacement as billed. The undersigned further agrees to provide

a Certificate of Insurance for liability coverages and limits acceptable to the District.

Legal References:

## APPENDIX D El Cerrito High School Theatre Usage Policy

(July 2015)

This usage policy agreement outlines policies and procedures for usage and rental of the El Cerrito High School Performing Arts Theater. Additional policies and procedures may apply as outlined in the WCCUSD Facilities Use Policies and Procedures. Whenever possible, El Cerrito High School Theater makes its facilities available to the community for events, productions, lectures, performances, etc. El Cerrito High School or WCCUSD reserves the right to deny any request for use of its facilities that may conflict with the Theater's primary mission of school use and/or district use of the theater. As follows, policies and procedures become effective once the Facilities Use Permit for the theater is signed by the Group/User, Site Administrator(s), Theatre Manager, and Facilities Management.

### **Theater Contact Information:**

Theater Manager: Kevin Little
 Contact: (510) 231-1437, ex. 26411

• **E-Mail:** klittle@wccusd.net

#### **Other Contact:**

• Site Administrator: Principal David Luongo ex.11565

• **Department Chair:** Keith Johnson ex.26418

• Facilities: Rina Prasad at 510-231-1113 or rprasad@wccusd.net

### A.) Rooms/Facilities Included in Usage Agreement.

Users of El Cerrito High School facilities agree upon an "as is, where is" policy, and are expected to accept the facilities in the condition existing at the start of the permit and return them to this condition upon the end of permit. No food or drinks shall be allowed in the theater at any time (including: house, stage, or agreed facilities); smoking or alcohol is not permitted in any El Cerrito High School facilities, school grounds, or adjoining buildings.

Permits for usage of the ECHS Performing Arts Theater include the:

- -House (400 seat capacities)
- -Balcony (200 seat capacity to be used if agreed upon by Theater Manager
- -Front Lobby
- -Ticket Booth
- -Green Room
- -Dressing Rooms/Make-Up Labs
- -Scene/Loading Gallery (prior written approval)

Use of the El Cerrito High School Performing Arts Theater does not include any other facility, classroom, or adjoining space.

### B.) Use Availability and Scheduling:

Any user of the El Cerrito Performing Arts Theater can make requests by following the guidelines noted below:

The theater is available for use during the days and hours of:

**Monday – Thursday:** 4:00pm – 10:00pm

**Friday:** 4:00pm – 11:00pm

Saturday - Sunday: 8am - 11:00pm

First priority will always be given to El Cerrito High School programs. All other groups requesting usage of the ECHS Performing Arts Theater will be scheduled on a first come, first served basis. WCCUSD may revoke permits without prior notice in extreme circumstances when the need of the facilities is required by El Cerrito High School and/or WCCUSD. Advanced notice will be given to the user as soon as possible. El Cerrito High School reserves the right to use its spaces and facilities during use of the Theater provided that such use does not unreasonably interfere with the events, productions, and/or performances in the Theater.

Complete the application on-line using the following web address:

http://www.communityuse.com/default.asp?acctnum=553378094

The completed application will be routed to the theater manager for consultation.

Follow instructions on: See Appendix H & I

- How to Create a Log In
- How to Login and Submit a Request for Facility Use at WCCUSD
- Application must be submitted to the ECHS Theater Manager eight (8) weeks prior to the requested use date(s).
- All Application for Use of School Property must be accompanied with technical requests (i.e. lighting, sound, custodial, special support services) for consideration.
- Applicants will be notified of date availability during their theater consultation.
- After the requested date(s) have been cleared with the Theater Manager, the permit request will be routed to the Site Administrator(s) and then the WCCUSD Facilities Use Office for cost estimates and final approval.

The permittee will be notified by the facilities use coordinator.

### C.) Consultation:

- A consultation with the Theater Manager will be required for all groups requesting usage to go over all areas of the ECHS Performing Arts Theater in regards to date availability, scheduling, technical needs, fees, terms of use, and to make sure there is a complete understanding by both parties.
- There will be a \$50 non-refundable fee for the consultation.
- Additional technical expertise may be required for certain types of events. In such case, the Theater Manager will require a joint consultation with an outside technical expert. All fees associated with additional technical support must be paid by the user group. There is an additional \$50 non-refundable fee for this consultation to be paid in advance. The

Technical Consultant will evaluate services requested and quote the cost for technical support from the WCCUSD approved technician. The ECHS Performing Arts Theater will operate within its technical capacity and will not go beyond reasonable accommodation of the facility.

- WCCUSD (at their discretion) may require additional security at the applicant's cost depending on the type and scope of the event.
- At the end of the Facilities Usage Permit date and when the production, event, or performance has closed, a walkthrough conducted by the Theater Manager or Site Administrator will be completed to ensure the compliance of policies and procedures have been followed.

### D.) <u>Usage Fees</u>:

- There is a 4-hour minimum for use of the Theater.
- Load in and breakdown time included in the 4-hour use.
- All Fees must be paid fifteen (15) days prior to the event to avoid event cancellation.
- A minimum of thirty (30) days is required for cancellation of any event in order to be eligible for a refund.

<u>Community User Groups</u>: *User is required to pay for the following by the hour (4-hour minimum) during the operating hours of the theater.* 

### **Hourly Theater Rate:**

Monday-Thursday: \$180 Friday-Sunday: \$220 District Holiday: \$250

\*Hourly theater rate includes site supervisor, custodial, and direct costs

\*Discounts available with proof of 503(c) Non-profit AND by providing direct benefit(s) to WCCUSD students. Please ask for further details

### **Additional Technicians per requests:**

Lighting Technician: \$25
Sound Technician: \$25
Fly/Rig Technician: \$25
A.V. Technician: \$25
House Management: \$10
Students Stagehand: \$8

<u>Commercial User Groups</u>: User is required to pay for the following by the hour (4-hour minimum) during the operating hours of the theater.

### **Hourly Theater Rate:**

Monday-Thursday: \$300 Friday-Sunday: \$320 District Holiday: \$350

Weekend/Holiday Performance: \$280-320

### \*Hourly theater rate includes site supervisor, custodial, and maintenance costs

### **Additional Technicians per requests:**

Lighting Technician: \$25
Sound Technician: \$25
Fly/Rig Technician: \$25
A.V. Technician: \$25
House Management: \$10
Student Stagehand: \$8

### E.) **Proof of Insurance**:

The West Contra Costa Unified School District requires a Certificate of Insurance and a copy of the Policy Endorsement from your insurance carrier naming WCCUSD as additionally insured and certificate holder. The WCCUSD name and address must appear on the Certificate of Insurance and the Additionally Insured Endorsement.

 Liability:
 \$1,000,000

 General Aggregate:
 \$2,000,000

 Personal Injury:
 \$1,000,000

 Fire Damage:
 \$100,000

 Medical Expense:
 \$5,000

### F.) Condition of Theater:

- Approved usage of the El Cerrito High School Performing Arts Theater allows users to use the facilities on an "as is, where is" basis and are expected to accept the facilities in the existing condition.
- Failure to leave the stage as found may result in non-approval of future requests, additional fees to the using group, and/or cost of removal of items left behind.
- The backstage corridor, dressing rooms, green room, front lobby, ticket booth, and loading gallery must remain clean and free of clutter during the entire length of the permit for the facility.
- For groups with minors, a monitor or supervisor must be provided backstage for all events. The name of the designated supervisor(s) must be made available to the Theater Manager prior to the scheduled event.
- Depending on the time of year, school programs may have props or equipment on the stage, which shall not be moved without the approval of the Theater Manager. **In most cases** the stage will be clear of props or chairs and should be left in the condition it was found.

### G.) Facilities and Equipment Alterations:

• Under **no circumstance** should the El Cerrito High School Performing Arts Theater be altered, designed, built, or changed in any way. This includes and is not limited to: painting walls, nailing/screwing structures into the walls or floors, moving lighting instruments, audio equipment, taping, and/or control booth equipment.

- There shall be no alterations or changes to the orchestra pit, house seating, house walls, balcony, windows, dressing rooms, bathrooms, or green room.
- School equipment including classroom chairs, desks, music stands, and/or classroom materials are not permitted to be used without express permission of the theater manager. Such use will be advised during the consultation.
- Any and all painting and/or building of sets must be arranged prior to moving into the Theater unless expressly permitted by the Theater Manager.

### H.) Theater Equipment Usage:

- ECHS Performing Arts Theater equipment is to be operated only by the Theatre Manager, hired Technicians, or trained staff/students so as to protect ECHS theater property and the safety of those in the Theater.
- <u>Lighting</u> in the ECHS Performing Arts Theater has a standard "house-plot" that is to be used for all events, performances, and productions in the Theater. House-plot light fixtures may not be removed, however lights may be added to the existing plot and placed based on the needs of the production. All groups or users are required to return added light fixtures to their original settings or location in a reasonable amount of time. Groups and users will be held accountable for any broken, damaged, altered, or stolen lighting equipment.
- <u>Sound</u> in the ECHS Performing Arts Theater has a standard patched system that is used for all events, performances, and productions in the Theater. The Theater is equipped to handle up to 24 channels for audio/sound equipment. Groups in need of multiple channels or microphones must plan on providing their own equipment if needs exceed available equipment in the Theater. Groups and users will be held accountable for any broken, damaged, altered, or stolen sound/audio equipment.
- Rigging/Fly use must be approved by the Theater Manager. Under no circumstance is any individual, volunteer, or group allowed to hang, operate, fly, or alter the theater rigging equipment. This also includes border curtains, leg curtains, travelers, and the cyclorama. Groups and users will be held accountable for any broken, damaged, altered, rigging equipment or curtains.

### I.) Storage:

- Student safety is the primary concern for any storage arrangement.
- Productions that take place on consecutive weekend days (Friday 4:30pm Sunday 10:00pm) are permitted to store equipment and scenery for that weekend only.
- Scenery and equipment left on stage during an extended event, performance, or production are subject to the approval of the Theatre Manager.
- WCCUSD and/or El Cerrito High School employees, staff, administrators, students will
  not be held responsible for theft or damage of any sets or equipment left in the El Cerrito
  Performing Arts Theater.
- Scenery, equipment, props, etc. may not be left on site for storage outside of the permit period; subject of leaving such items will result in additional costs to user for removal or storage. Loss or damage of props or equipment left on stage or on the premises is not the responsibility of ECHS or the WCCUSD employees, staff or administrators.

### **J.) Balcony Seating:**

• The ECHS Performing Arts Theater has a seating capacity of 600; 400 on the floor level and 200 in the balcony. The balcony will not be opened or available unless the estimated attendance of a group exceeds 375 people. If expected attendance exceeds 375 people, the user agrees to responsible for additional support staff.

### K.) Merchandise and Concessions Sales

• Merchandise and/or sales items are not permitted during the use of the El Cerrito Performing Arts Theater. Concessions are permitted, but must be given prior approval from WCCUSD and El Cerrito High School.

### L.) Publicity

- Groups and users are held solely responsible for marketing and publicity of their event, performance, or production. WCCUSD and/or El Cerrito High School do not solicit materials or publications on behalf of the user.
- Prior written consent must be agreed by the El Cerrito High School Performing Arts Theater in regards to publishing on any media, including but not limited to, print, video, television, social media, and web publishing.
- Groups or users must not in any way alter, change, exploit, solicit, sponsor and/or affiliate the name of the facilities as reads: West Contra Costa Unified School District, El Cerrito High School, and/or El Cerrito Performing Arts Theater.

### M.) Photography or Filming

- Filming or photography is not permitted at any time without prior written approval.
- If filming or photography is permitted, no student, staff, teacher, administrator and, or employee of the WCCUSD can be captured without express permission from WCCUSD.

### N.) Cancellation Policy

- The group or user may cancel its facility use permit by written notice delivered to the Theater Manager or WCCUSD at least thirty (30) days prior to the start of the permit without further financial obligations to the El Cerrito High School Performing Arts Theater or WCCUSD.
- The \$50 consultation fee is **not** refundable.
- If its reservation is canceled less than thirty (30) days prior to the permit start date, user/group must pay the full amounts owed.
- WCCUSD will effect a termination by delivering a written notice to an authorized representative of the group

• WCCUSD and/or El Cerrito High School will not be liable for any costs incurred by group or user in preparing for cancelled performances or for lost profits or consequential damages arising from cancelled performances.

[Signatures on following page]

By initialing each page of these procedures and by the signature below I certify that I have received, read, and understand the policies and procedures provided. I understand that my signature indicates agreement to these policies and procedures and that failure to comply can result in financial recourse and/or eviction.

|                    | Date: |  |
|--------------------|-------|--|
| Client Authorized  |       |  |
|                    | Date: |  |
| Theater Manager    |       |  |
|                    |       |  |
|                    | Date: |  |
| Site Administrator |       |  |
|                    | Date: |  |
| <b>Facilities</b>  |       |  |

#### **APPENDIX E**

### **DeAnza High School Performing Arts Theater Usage Policy**

(July 2015)

This usage policy agreement outlines policies and procedures for usage and rental of the DeAnza High School Performing Arts Theater. Additional policies and procedures may apply as outlined in the WCCUSD Facilities Use Policies and Procedures. Whenever possible, DeAnza High School Theater makes its facilities available to the community for events, productions, lectures, performances, etc. DeAnza High School or WCCUSD reserves the right to deny any request for use of its facilities that may conflict with the Theater's primary mission of school use and/or district use of the theater. As follows, policies and procedures become effective once the Facilities Use Permit for the theater is signed by the User, Site Administrator(s), Theatre Manager, and Facilities Management.

| Theater  | Contact Information:  |
|----------|---|
|          | <b>Theater Manager:</b> Dan Brandon                             |
|          | Contact: (510) 231-1440 ex. 27038                               |
| (        | Cell: (510) 383-6275  |
|          | E-Mail: Daniel.Brandon@wccusd.net                               |
| Additio  | nal Contacts:   |
|          | Site Administrator: Summerlyn Sigler (510) 231-1440             |
| $\Box$ I | Facilities: Rina Prasad at (510) 231-1113 or rprasad@wccusd.net |

### A.) Rooms/Facilities Included in Usage Agreement:

Users of DeAnza High School facilities agree upon an "as is, where is" and are expected to accept the facilities in the condition existing at the start of the permit and return them to this condition upon the end of permit. No food or drinks shall be allowed in the theater at any time (including: house, stage, or agreed facilities); smoking or alcohol is not permitted in any WCCUSD facilities, school grounds, or adjoining buildings.

Permits for usage of the DAHS Performing Arts Theater include the:

- -Control Room
- -A/V Room
- -Dimmer Room
- -House (380 seat capacities)
- -Front Lobby with two bathrooms
- -Theater Store
- -Ticket Booth/House Manager's room
- -Green Room
- -2 Dressing Rooms M/F
- -Classroom (Located in the Performing Arts wing)
- -Loading Gallery

Use of the DeAnza High School Performing Arts Theater does not include any other facility, classroom, or adjoining space without written consent from the site administrator. Even though the Band and Choir rooms are a part of the Performing Arts building, they are NOT included with a use.

### **B.)** Use Availability and Scheduling:

Any user of the DeAnza Performing Arts Theater can make requests by following the guidelines noted below:

The theater is available for use during the days and hours of:

 Monday – Thursday:
 4:00pm – 10:00pm

 Friday:
 4:00pm – 11:00pm

 Saturday - Sunday:
 8am – 11:00pm

\*District Holidays and summer *hours can change* to accommodate additional production requests

First priority will always be given to DeAnza High School programs. All other groups requesting usage of the DAHS Performing Arts Theater will be scheduled on a first come, first served basis. In an unlikely event, WCCUSD reserves the right revoke permits without prior notice in **extreme circumstances** when the need of the facilities is required by DeAnza High School and/or WCCUSD. Advanced notice will be given to the user as soon as possible. DeAnza High School reserves the right to use its spaces and facilities during uses of the Theater provided that such use does not unreasonably interfere with the events, productions, and/or performances in the Theater.

All applications must be completed on-line using the following web address: <a href="http://www.communityuse.com/default.asp?acctnum=553378094">http://www.communityuse.com/default.asp?acctnum=553378094</a>

This will be routed to the theater manager for consultation

Follow instructions on: Refer to Appendix H & I

- How to Create a Log In
- How to Login and Submit a Request for Facility Use at WCCUSD

| П | Applications must be completed and submitted to the DAHS Theater Manager eight (8)         |
|---|--|
| _ | weeks prior to the requested use date(s).  |
|   | All Facilities Usage Permits must be accompanied with technical requests (i.e.             |
|   | lighting, sound, custodial, special support services) for consideration.                   |
|   | Applicants will be notified of date availability during their theater consultation.        |
|   | After the requested date(s) have been cleared with the Theater Manager, the permit request |
|   | will be routed to the Site Administrator(s) and then the WCCUSD Facilities Use Office for  |
|   | cost estimates and final approval.   |
|   | The permittee will be notified by the facilities use coordinator.                          |
|   |  |

### C.) Consultation:

| A consultation with the Theater Manager will be required for all groups requesting usage  |
|---|
| to go over all areas of the DAHS Performing Arts Theater in regards to date availability, |
| scheduling, technical needs, fees, terms of use, and to make sure there is a complete     |
| understanding by both parties.  |

There will be a \$50 non-refundable fee for the consultation.

Additional technical expertise may be required for certain types of events. In such case, the Theater Manager will require a joint consultation with an outside technical expert. All fees associated with additional technical support must be paid by the user group. There is an additional \$50 non- refundable fee for this consultation to be paid in advance. The Technical Consultant will evaluate services requested and quote the cost for technical support from the WCCUSD approved technician. The DAHS Performing Arts Theater will operate within its technical capacity and will not go beyond reasonable accommodation of

|             | depending on the type and scope of the event.  |   |  |  |  |
|-------------|--|---|--|--|--|
| <b>D.</b> ) | -  |   |  |  |  |
|             | mmunity User Groups: User nimum) during the operating ho   | is required to pay for the following by the hour (4-hour urs of the theater.  |  |  |  |
|             | · ·  | •   |  |  |  |
|             | ☐ Lighting Technician: ☐ Sound Technician: ☐ Fly/Rig Technician: ☐ A.V. Technician: ☐ House Management: ☐ Student Stagehand:             | \$25<br>\$25<br>\$25<br>\$25<br>\$10<br>\$8   |  |  |  |
|             | nimum) during the operating how    Hourly Theater Rate:     Monday-Thursday: \$300     Friday -Sunday: \$320     District Holiday: \$350 | is required to pay for the following by the hour (4-hour urs of the theater.  des site supervisor, custodial, and maintenance costs |  |  |  |
|             | Additional Technicians po  | er request:   |  |  |  |
|             | <ul> <li>☐ Lighting Technician:</li> <li>☐ Sound Technician:</li> <li>☐ Fly/Rig Technician:</li> <li>☐ A.V. Technician:</li> </ul>       | \$25<br>\$25<br>\$25<br>\$25  |  |  |  |

|                  | <ul><li>☐ House Management:</li><li>☐ Student Stagehand:</li></ul>  | \$10<br>\$8   |  |  |
|------------------|---|---|--|--|
| The the and Insu | Policy Endorsement from your i  | ool District requires a Certificate of Insurance and a copy of nsurance carrier naming WCCUSD as additionally insured SD name and address must appear on the Certificate of ed                                |  |  |
|                  | Liability:<br>General Aggregate:<br>Personal Injury:<br>Fire Damage:<br>Medical Expense:  | \$1,000,000<br>\$2,000,000<br>\$1,000,000<br>\$100,000<br>\$5,000   |  |  |
| <b>F.</b> )      | use the facilities on an "as is facilities in the existing condition Failure to leave the stage as  | High School Performing Arts Theater allows users to a, where is" basis and are expected to accept the n. found may result in non-approval of future requests, g, and/or cost of removal of items left behind. |  |  |
|                  | The backstage hallway, dressing   | grooms, green room, front lobby, store, ticket booth, and ean and free of clutter during the entire length of the   |  |  |
|                  | For groups with minors, a monitor or supervisor must be provided backstage for all events. The name of the designated supervisor(s) must be made available to the Theater Manager prior to the scheduled event. |   |  |  |
|                  | Depending on the time of year stage, which shall not be moved   | , school programs may have props or equipment on the d without the approval of the Theater Manager. <b>In most</b> of such items and should be left in the condition it was                                   |  |  |
|                  | altered, designed, built upon, or<br>painting walls, nailing/screwin  | d the DeAnza High School Performing Arts Theater be changed in any way. This includes and is not limited to: g structures into the walls or floors, moving lighting aping, and/or control booth equipment.    |  |  |
|                  | There shall be no alterations or  | changes to the orchestra pit, house seating, house walls,   |  |  |
|                  |   | assroom chairs, desks, music stands, and/or classroom e used without express permission of the theater manager.   |  |  |
|                  | •   | ding of sets must be arranged prior to moving into the  |  |  |
| H.)              |   | equipment is to be operated only by the Theatre Manager, aff/students so as to protect DAHS theater property and the  |  |  |
|                  | safety of those in the Theater. <u>Lighting</u> in the DAHS Perform used for all events, performance  | sing Arts Theater has a standard "house-plot" that is to be es, and productions in the Theater. House-plot light fixtures ights may be added to the existing plot and placed based on                         |  |  |

|     | their original settings or location in a reasonable amount of time. Groups and users will be held accountable for any broken, damaged, altered, or stolen lighting equipment. The DAHS theater lighting equipment runs on ETC Paradigm Net 3 networking and has the capacity of moving instruments. Please work with the Theater Director on specific lighting requests of the theater.  Sound in the DAHS Performing Arts Theater has a standard patched system that is used for all events, performances, and productions in the Theater. The Theater is equipped to handle up to 64 channels for audio/sound equipment. Groups in need of multiple channels or microphones must plan on providing their own equipment if needs exceed available equipment in the Theater. Groups and users will be held accountable for any broken, damaged, altered, or stolen sound/audio equipment. The DAHS theater has a digital mixing console with a fully modern integrated station to accommodate several requests for mixing sound, playback, and live amplification. There are also 13 portable acoustical shells available for live sound productions to enhance audience experience.  Video within the DAHS theater has the most digitally advanced applications for presentations, productions, and live performances. An Oppo Blu-Ray to playback any digital format, integrated with 7.1 surround sound and widescreen projection, for quality, |
|-----|--|
|     | comfortable viewing. Several inputs inside the stage to accommodate HDMI, VGA, and S-Video applications. Please inquire during the consultation to understand the full capacity of video within the site.  |
|     | <u>Rigging/Fly</u> is not available at the DeAnza HS theater. The stage is equipped with two moving curtain travelers (front, back), three dead hung leg curtains, and a white cyclorama. There also is a walkable grid above the stage that will allow for hanging/focusing of lighting instruments. If you have questions regarding hanging items, such as backdrops, scenery, or curtains, please ask during the consultation.  |
|     | <u>Digital Recording Studio</u> availability at the DAHS theater. A Yamaha DM-1000 mixing console with professional recording equipment, Pro Tools HD 10, and 5.1 surround playback for creating any quality performance. Use of this space is by request and will incur additional fees in accordance with a professional sound engineer/mixer. The starting rate will be at least \$50 per hour to include recording, mixing, editing, and duplicating of any performance. Please inquire during the consultation about this space.  |
| I.) | Student safety is the primary concern for any storage arrangement.  Productions that take place on consecutive weekend days (Friday 4:30pm – Sunday 10:00pm) are permitted to store equipment and scenery for that weekend only.  Scenery and equipment left on stage during an extended event, performance, or production are subject to the approval of the Theatre Manager.  WCCUSD and/or DeAnza High School employees, staff, administrators, students will not be held responsible for theft or damage of any sets or equipment left in the DeAnza Performing Arts Theater.  Scenery, equipment, props, etc. may not be left on site for storage outside of the permit period; subject of leaving such items will result in additional costs to user for removal of storage. Loss or damage of props or equipment left on stage or on the premises is not the  |
| J.) | responsibility of DAHS or the WCCUSD employees, staff or administrators.  Merchandise and Concessions Sales  Merchandise and/or sales items are not permitted during the use of the DeAnza Performing Arts Theater. Concessions are permitted, but must be given prior approval from DeAnza High School. All concessions must take place inside the lobby or outdoor space available.  |

| <b>K.</b> ) | Publicity  |   |
|-------------|--|---|
|             | Groups and users are held solely responsible   |   |
|             | event, performance, or production. WCCUSD  |   |
|             | solicit materials or publications on behalf of the   |   |
|             | Prior written consent must be agreed by the De   |   |
|             | in regards to publishing on any media, includin  | g but not limited to, print, video, television, |
| $\Box$      | social media, and web publishing.  Groups or users must not in any way alter, cha  | ange exploit solicit spensor and/or affiliate   |
|             | the name of the facilities as reads: West Contra   |   |
|             | School, and/or DeAnza Performing Arts Theate   |   |
|             | 201000, 41.46 01 2 01 11.26 1 01.01.11.11.18 1 11.0 11.0   |   |
| <b>L.</b> ) | Photography or Filming   |   |
|             | Filming or photography is not permitted at any t   |   |
|             | If filming or photography is permitted, no stu employee of the WCCUSD can be captured with   |   |
|             | employee of the Weedbb can be captured with  | iout express permission from weedsb.            |
| <b>M.</b> ) | ) <u>Cancellation Policy</u>   |   |
| Ш           | The group or user may cancel its facility use  |   |
|             | Theater Manager or WCCUSD at least thirty without further financial obligation to the DeAr   |   |
|             | WCCUSD.  | iza riigii benoor refrorming riits riicater or  |
|             | The \$50 consultation fee is <b>not</b> refundable.  |   |
|             | If its reservation is canceled less than thirty (30) days prior to the permit start  |   |
|             | date, Outside user must pay the full amounts owed.  WCCUSD will effect a termination by delivering a written notice to an authorized |   |
| Ш           | WCCUSD will effect a termination by delivering a written notice to an authorized representative of the group                         |   |
|             | WCCUSD and/or DeAnza High School will no   |   |
|             | or user in preparing for cancelled performandamages arising from cancelled performances.   | ces or for lost profits or consequential        |
|             | damages arising from cancened performances.  |   |
| D           | winitialing and mage of these much dumps and b   | the signature heless I contifu that I have      |
|             | y initialing each page of these procedures and beceived, read, and understand the policies and                                       |   |
|             | y signature indicates agreement to these pol   |   |
|             | omply can result in financial recourse and/or ev   |   |
|             |  |   |
|             |  |   |
| Clie        | ent Authorized   | Theater Manager                                 |
| Dot         | 40.  | _   |
| Dal         | te:  | Date:   |
|             |  |   |
| Site        | e Administrator  | Facilities                                      |
|             |  |   |
| Dat         | te:  | Date:   |

#### **APPENDIX F**

## WEST CONTRA CONTA UNIFIED SCHOOL DISTRICT

Operational Cost 2015-2016

| Support Staff                   | RATE    |
|---------------------------------|---------|
|                                 |         |
| Custodian Fees                  | \$42.00 |
|                                 |         |
| Grounds Person                  | \$46.00 |
|                                 |         |
| Electronic Tech                 | \$55.00 |
|                                 |         |
| Food Service Worker             | \$42.00 |
|                                 |         |
| Security Officers (minimum two) | \$34.00 |

NOTE: In the weekends and during the school holidays, custodians and the grounds person start half an hour early and finish one hour after the event.

The above rates are based on estimated number of attendees not exceeding 200. Add 1 custodian for every 200 attendees.

Add a custodian and a grounds person for all user groups using locker rooms.

Permittee will be assigned security officers and cost per event as required by the District.

# **APPENDIX G**

# WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

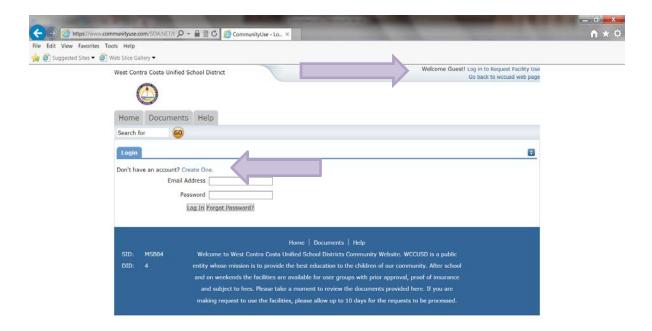
# **Fee Schedule 2015-2016**

| FACILITY TYPE                                 | TYPE HOURLY RATES |                  |
|---|-------------------|------------------|
|   | Non-Profit        | Fair Market Rate |
| Auditorium (Harding Elementary)               | \$ 10.00          | \$ 20.00         |
| Cafeteria/MPR                                 | \$ 10.00          | \$ 20.00         |
| Classroom (not available during school hours) |                   | \$ 5.00          |
| Library                                       | \$ 5.00           | \$ 10.00         |
| Locker Room                                   |                   | \$ 10.00         |
| Kitchen                                       | \$ 10.00          | \$ 20.00         |
| Gymnasium                                     |                   |                  |
| Entire Gym                                    | \$ 10.00          | \$ 20.00         |
| Half Gym                                      | \$ 5.00           | \$ 10.00         |
| Entire Gym with stage & seating               | \$ 15.00          | \$ 30.00         |
| Half Gym with stage & seating                 | \$ 10.00          | \$ 15.00         |
| Field and Athletic Facilities                 |                   |                  |
| All Weather Turf Field                        | \$ 10.00          | \$ 20.00         |
| Tennis Court                                  | \$ 10.00          | \$ 15.00         |
| Baseball Field                                | \$ 5.00           | \$ 10.00         |
| Softball Field                                | \$ 5.00           | \$ 10.00         |
| Concession Stand                              | \$ 5.00           | \$ 10.00         |
| Black Top Area                                | \$ 5.00           | \$ 10.00         |
| Parking Lots                                  | \$ 5.00           | \$ 10.00         |
|   |                   |                  |
| Theater (ECHS/DeAnza) 4 Hour Minimum          |                   |                  |
| Monday-Thursday                               | \$ 180.00         | \$300.00         |
| Friday-Sunday                                 | \$ 220.00         | \$320.00         |
| District Holiday                              | \$ 250.00         | \$350.00         |
| Additional Technicians per request            |                   |                  |
| Lighting Technician                           | \$ 25.00          | \$ 25.00         |
| Sound Technician                              | \$ 25.00          | \$ 25.00         |
| Fly/Rig Technician                            | \$ 25.00          | \$ 25.00         |
| A.V. Technician                               | \$ 25.00          | \$ 25.00         |
| House Management                              | \$ 10.00          | \$ 10.00         |
| Student Stagehand                             | \$ 11.00          | \$ 11.00         |
| Special Equipment Fees                        |                   |                  |
| Overhead Projector                            | \$ 10.00          | \$ 20.00         |
| Portable PA Systems                           | \$ 5.00           | \$ 10.00         |
| Processing Fee                                | \$ 22.00          | \$ 22.00         |
| Maintenance and Utility Fee                   | \$ 32.00          | \$ 32.00         |

### **APPENDIX H**

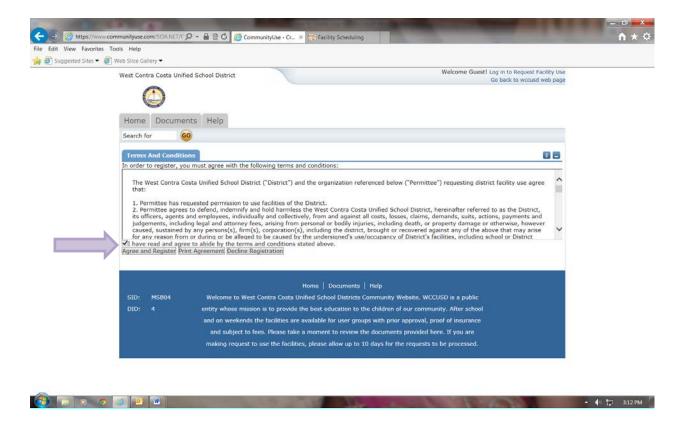
# How to Create Log in:

- Go to: <a href="https://www.communityuse.com/default.asp?acctnum=553378094">https://www.communityuse.com/default.asp?acctnum=553378094</a>
- 2 Click on Log in to Request Facility Use

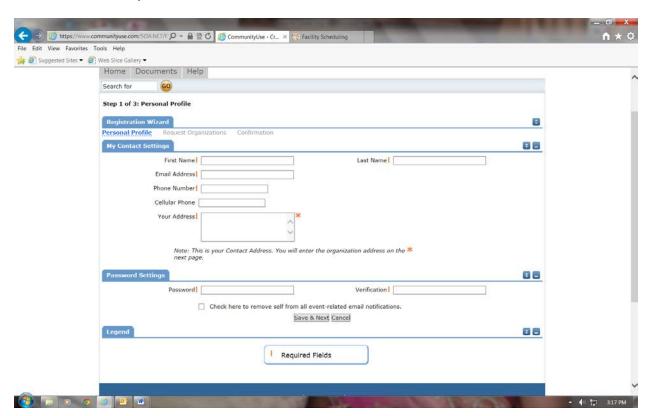


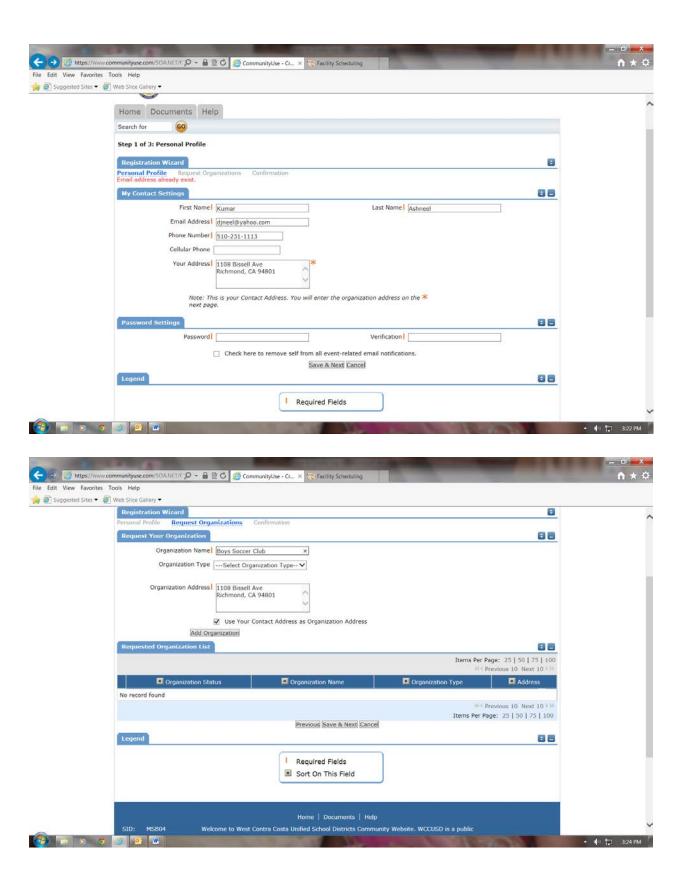


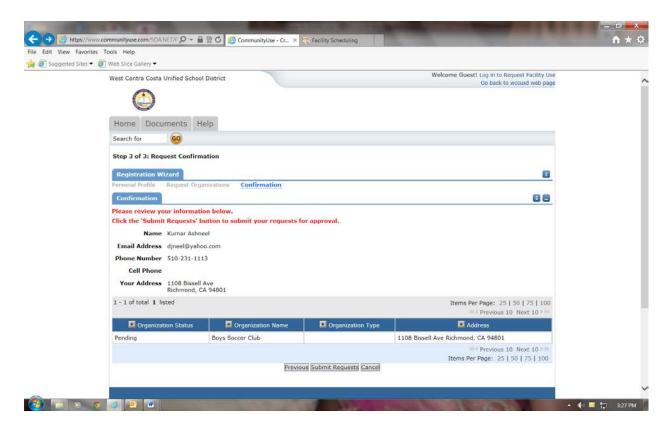
- 3 Create One
- 4 Terms and Conditions
- 5 Check on the box: have read and agreed to abide by the terms and conditions stated above.
- 6 Then click Agree and Register



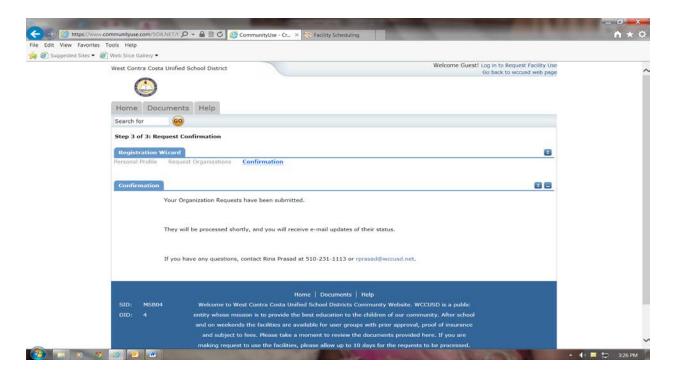
#### 7 Complete Personal Profile







#### 8 Submit Request

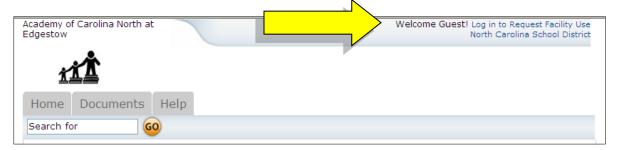


#### **APPENDIX I**

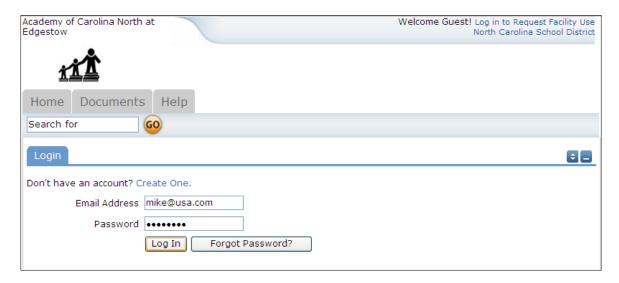
# How to Login and Submit a Request for Facility Use at West Contra Costa Unified School District

Go to: https://www.communityuse.com/default.asp?acctnum=553378094

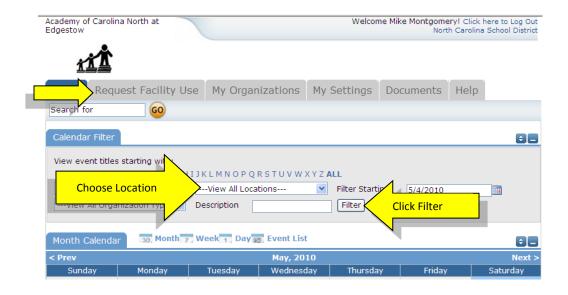
At the top of the page, you'll see a link to Login to Request Facility Use. Click here to login.



If you have already registered, enter your login name and password into the form and click Login:



When you login, you will start on the Home tab. Here you can view the calendar. If no events are showing, be sure you have a **Location** selected. Anytime you make a filter choice on the Calendar, be sure to click the **Filter** button. (See Yellow Arrows below)

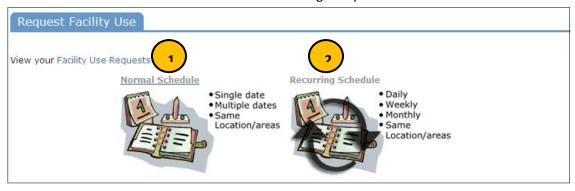


You will also see some tabs at the top of the page. To begin making a request choose **Request Facility Use** tab.



Note: if this is your first time making a request through CommunityUse, you will be asked to read the terms and conditions that the district provides. You will also be asked to verify you agree to these terms each time you submit a request.

You have two forms to choose from when submitting a request.

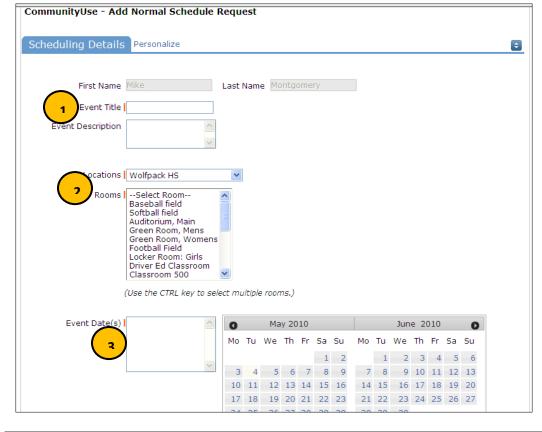


- 1. The Normal Schedule Form is the easier to use. It will allow you to request up to 20 events at one time. All of your events should be in the same room(s) at the same time over different days.
- 2. The Recurring Schedule form will allow even more events. You can choose up to 100 events with this form, and the events should be in the same room(s) at the same time over different days and these days will happen on a recurring basis (e.g. every Monday and Wednesday for a month, or every Sunday for a year, etc.)

Let's start with a Normal Schedule.

You will be asked to fill in some required fields. These are indicated with an orange vertical line

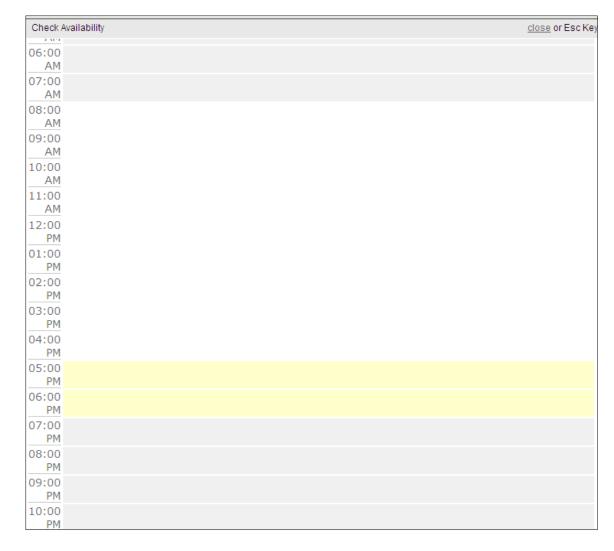
You can also 'hide' sections of the page by clicking on the icon. You can use this feature to help minimize scrolling and to keep track of sections of the request page you have already completed. The icon allows you to jump to different sections of the page.



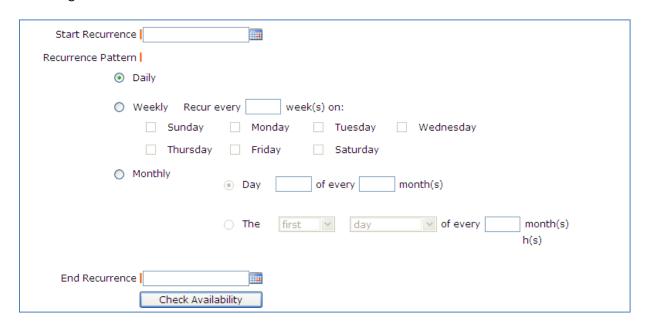


- 1. After you've entered your Event Title,
- 2. You will be asked to choose a **Location & Room**. You can select up to 50 rooms by using the CTRL key to highlight your choices. Contact Rina Prasad at Facilities Use Office on 510-231-1113 or rprasad@wccusd.net for additional rooms.
- 3. You can enter the **Event Date by typing in the date**, or clicking it off of the calendar.
- 4. Then enter **your event time**. Times must be in 15 minute increments, so be sure to enter the broadest range of time required to accommodate your event.
- 5. You are **required** to

This feature will look for conflicts with events that have already been approved on the calendar. Your requested rooms will show at the top, and the time frame you've requested will show in a yellowish color. If you see a **black or red X** in the box – there is already an event scheduled at that time. The system **will** allow you to proceed with entering your request even when a conflict is present. This will likely slow the processing time of your request, and may result in the request being declined based on district policy. Please consult the district or educational institution on their policies regarding double booking.



For a **Recurring Schedule** follow the same steps as above with the exception of entering dates. The date range field will look like this:

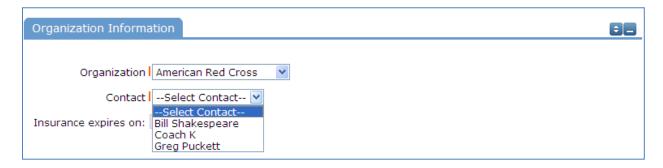


#### **Recurrence Patterns:**

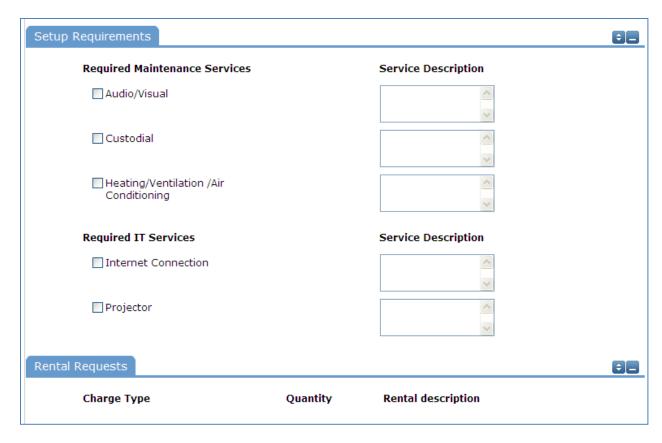
• **Daily** – this is *every* day in the date range including weekdays and weekends

- Weekly Use this for meetings on specific days of the week. Choose Recur every "1" week for your weekly meetings and then choose the day of the week as well
- Monthly You can have a meeting on a specific date(like the 15<sup>th</sup>) of each month, or you can choose the second option which allows you to choose a floating date like the Second Weekday of Every 1 month. Choosing every 3 months would be a quarterly meeting and every 6 months for bi-annual meetings, etc.

Next you will select your **Organization**. Only the organization(s) you've been approved for will show in the list. You will be able to see ALL contacts with that group.

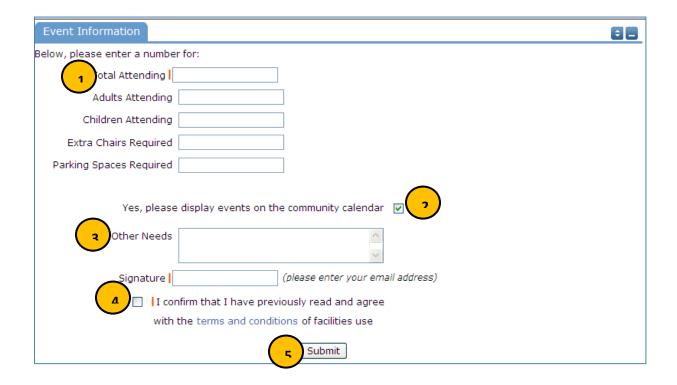


**Setup Requirements and Rental Requests:** 



If your organization has Setup Requirement enabled, you will be able to request special services. Simply check the box and then you can enter detailed setup information in the box. Some services may be limited to district use. There may be fees associated with some services.

Look under the Help tab and contact your district liaison for more information on services, availability and cost.

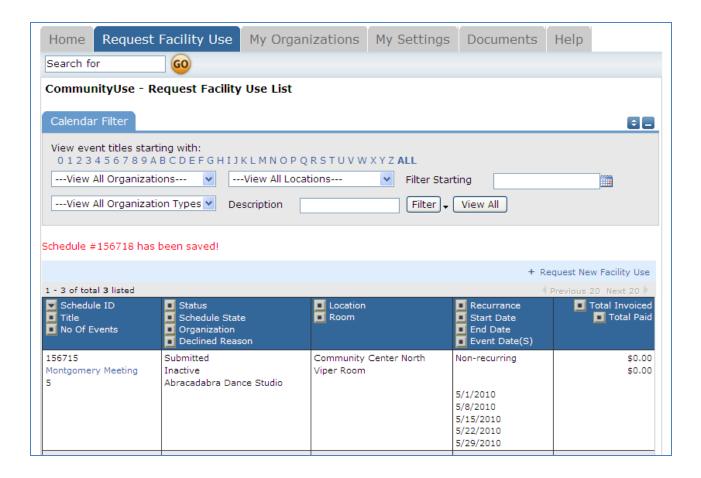


#### **Event Information**

- 1. **Total Attending** Enter the approx. number attending
- 2. **Yes, please display events on the community calendar** leave this box checked unless the district indicates otherwise.
- 3. **Other Needs** Additional information about your request can be entered here. If you have Setup Requirements enabled, it is recommended that as much information be put in those fields as possible
- 4. **Signature/Terms & Conditions** this is your Email address that you logged in with. It will need to match *exactly* and is case sensitive. You are also asked to confirm that you have read the Terms and Conditions. You can click the words 'terms and conditions' to review the district policy info.
- 5. **Submit** After you have completed all required fields, entered your email signature and agreed to the Terms and Conditions, click "Submit" to enter your request

If your request was successfully entered, the webpage will reload and you will see a message like this: Schedule #11111 has been saved!

You should also receive an email notification confirming your request was received. Save this email and refer to the Schedule ID number should you have any questions or need to make any changes.



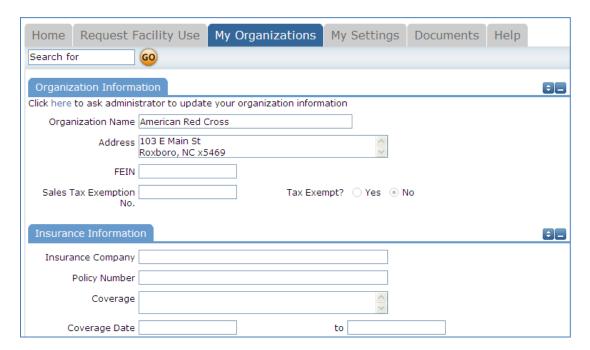
Please allow at least ten (10) day for the request to be processed by the district. If you have any questions contact **Rina Prasad on 510-231-1113** 

#### The "My Organizations" Tab:

You can come here to review the Organization(s) that you have been approved to submit request for.



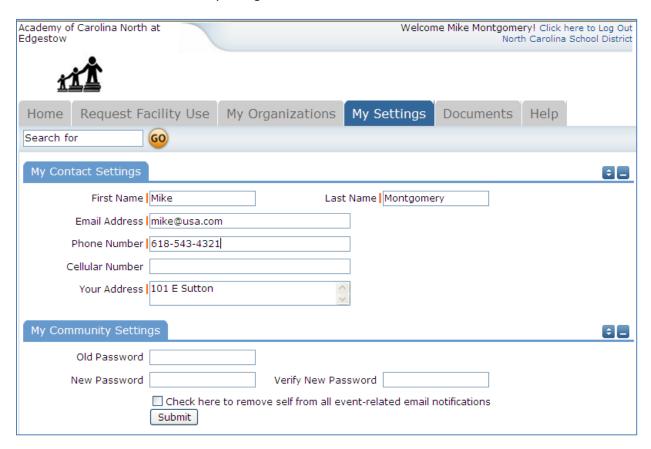
Clicking the Organization Name will take you to the Organization Information page, where you can verify Address and other important information including **Insurance Information**. Please contact your CommunityUse administrator if any of the information is inaccurate or out of date to have this updated.



## The "My Settings" Tab:

You can come here to update your personal contact information or reset your password.

Be sure to click **Submit** to save any changes.



Thank you for using the Community Use site to **submit** your online requests.

Contact Rina Prasad West Contra Costa USD 1108 Bissell Ave. Rm. 123 510-231-1113 RPrasad@wccusd.net