West Contra Costa Unified School District

Facilities Use Policies and Procedures

2026-2027

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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.

Pursuant to the Civic Center Act, California has established a "civic center" [designated public forum] in its public schools, thereby permitting the state to allow religious organizations which lack suitable facilities limited access to public school facilities for use on Sunday, or other non-instructional time

II
FACILITY USE AND RENTAL APPLICATION

For facility use and rentals, the District uses Facilitron for all users, which is user-friendly, web-based programs that enable groups to request the use of District facilities through the internet. This makes 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

The District has updated the fee structure as of July 1, 2026. 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 H**. 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 paid. (Appendix H)

III
APPLICATION PROCEDURES

Application:

1. Facilities Use Applications originating from established and responsible entities appropriately licensed and insured shall be considered

2. All applications must be submitted and approved by the Facilities Use Office at least fifteen (15) days prior to the requested date of use.

   To submit a Facilities Use application to the District, complete an online application using the following web site: https://www.facilitron.com/wccusd94801

   Application Timeline:

   - On July 1st of each year, "Fall Use" dates (for the period beginning with the first day of school to December 31, 2026) the applications for Facilities Use will open for the rentals on Facilitron. The submission window will be open for two weeks until July 15th at Midnight.
     - *For 2026 the application window will be open from August 6th to August 12th at midnight.*
   - On December 1st of each year, "Spring Use" dates (the period beginning January 1st to the last day of the academic school year calendar) the applications for Facilities Use will open for the rentals on Faclitron. The submission window will be open for two weeks until December 15th at Midnight.
   - On May 1st of each year "Summer Use" dates (the period following the last day of the academic school year calendar until the day before school resumes for the new school year) the applications for Facilities Use will open for the rentals on Faclitron. The submission window will be open for two weeks until May 15th at Midnight.
   - The requester must state their ranked choice priorities of site rental locations by denoting the 1st, 2nd, and 3rd most desired locations in the Comments textbox on Facilitron when applying.
   - Site administrators and the Facilities Use Office will make a decision based on availability and priority rankings as per the choices stated prior to issuing permits.
   - If two priority rankings for the same site location are received by the submission deadline, the applicants will be invited to a virtual selection meeting where there will be a blind lottery system for selecting the applicants' requests.

Requirements:

- All required Certificate of Insurance and the Additionally Insured Endorsement must be uploaded at the time of signing up.
- Payment for the use of facilities is an estimate. If the use of facilities exceeds time indicated on the permit, the District will bill the difference.
- 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.

A complete request consists of the following three (3) items:

1. An approved request submitted online fully routed and approved by the Facilities Use Office
2. Proof of insurance, with the District identified as an additional insured, and endorsement approved by the Facilities use Office
3. Payment for the estimated use of the facilities and/or grounds.

Certificate of Insurance Requirements:

Applicant agrees to procure and maintain required insurance limits during the life of any approved facility use permit.

a. **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 uploaded at the time of the facilities request.**

b. **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**

c. Hold Harmless: 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.

d. Advance Payment: 50% deposit MUST BE PAID PRIOR to the event for all permits. No permit will receive final approval without a deposit. If District does not receive the payment, the pending and approved permits will be canceled.

e. Due Dates for Remaining Fees: All monies for facility use fees as applicable must be paid through Facilitron upon receipt of an invoice or at least fifteen (15) days before the scheduled day of use.

f. Termination by District: The District will have the option, in its sole discretion, to terminate any Permit at any time before or during the term hereof, for cause due to an emergency. In the event of any termination, an automated email will be sent out to Permittee via Facilitron. If use is already in progress, the notice will specify the date on which termination will become effective. A termination may be effective immediately. Permittee shall fully vacate the School Property on or before the effective date of termination.

g. Termination by permittee: The Permittee will have the option to terminate with a 72 hour (3 day) cancellation notice. Notice must be submitted electronically through Facilitron and an email sent to rprasad@wccusd.net.

Changes or Cancellations.

a. A $20 cancellation or change fee will be applied to each request on an approved permit. For all changes or cancellations, applicants must contact Facilities Scheduling Office at 510-231-1113

Priority. The priority for use of District facilities and grounds shall be according to the following:

a. All school-related activities will be given priority in the use of facilities and grounds.

b. Use of School Property shall be primarily for public school purposes. Any use of the property for other than a public school purpose shall be secondary and subordinate to this primary purpose.

c. School property shall not be available to non-school organizations on such occasions or during such hours as have been scheduled in advance by the site Principal and/or site administrator for school exercises or functions in connection with school activities.

d. Cities within the District will have second priority.

e. Nonprofit organizations, clubs, associations, and entities within the District;

f. Nonprofit outside organizations, clubs, associations, and entities;

g. For Profit outside entities on a first come first serve basis.

Permits: All users including school-related groups must file an application for a facilities use permit. For scheduling dates beyond the current Facilities Use period, a new application must be submitted during the following submission period to continue using the District facilities or grounds.

Access to School Property - District Custodian and Grounds Person: After a permit is approved, the district Facilities Use Office in collaboration with the operations and grounds departments assign either a custodian or grounds (or both) personnel to work the permit. The Permittee should show a valid permit to the district personnel. The custodian and or the grounds personnel are empowered to enforce the rules applicable to Permittee's

use of the property. Permittee shall cooperate with the requests and orders from the custodian, grounds or other district representative, regarding compliance with the requirements of the permit and applicable rules. District personnel are required to report any violations or attempted violations to the site principal/administrator and the Facilities use Office. Whenever the District has reason to believe that Permittee has violated applicable rules regarding the use of the school property, the permit may be terminated and the violation may constitute grounds for denial of further use of school property.

Refunds: 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.

- Refunds will be issued using the original form of payment by Facilitron.

Permit Transfers: No use permit shall be transferred or assigned to any person or group.

IV
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 online 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:

- Poor sportsmanship;
- Profanity;
- Fighting (verbal or physical);
- Abuse (verbal or physical);
- Inappropriate behavior toward children, referees, or coaches;
- Harassment, discrimination, or sexual misconduct;
- Gambling;
- Arson;
- Use or possession of tobacco, alcohol, drugs, or firearms; and
- Trespassing onto neighbors' properties.

Any inappropriate activity should be immediately reported to District's Facilities Use Office, Rina Prasad on 510-231-1113 or rprasad@wccusd.net

IV.
FEE STRUCTURE (APPENDIX H)

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. Uses Subject to Direct Cost:

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. Use 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:

- Girl Scouts, Boy Scouts, Camp Fire USA, or the YMCA;
- A parent-teacher association;
- 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 supervisors 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.

3.3. This fee structure may apply even to "nonprofit" organizations where organizers, activity supervisors, coaches, etc., draw salary from the activity or organization, and participation fees are received from students or adults.

V
GENERAL PROCEDURES AND POLICY

1. **Authority:**

   Site Principal/Site Administrator: The site principal and/or site administrator always has full authority over and responsibility for the supervision and management of School Property.

2. **Special Arrangements**: A Facilities use permit does not authorize the use of certain District, school, or student body equipment. Arrangements for supervision and operation of any equipment shall be made by the applicant with the site administrator and Facilities use office at the time of the reservation.

   2.1. All applicants will be liable for any damage or loss of equipment during facilities use.

3. **Structures**: 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.

4. **Fireproofing**: 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.

5. **Automated External Defibrillator (AED):** Some District facilities and grounds are equipped with AEDs. Any use of District AEDs requires the appropriate certification as prescribed by applicable California law.

6. **Vehicles/Parking**: 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**.

7. **Facilities and Grounds Access**: All District facilities are lockable and connected to an alarm system. A custodian or District official staff must be on site for all uses.

   7.1. 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.

   7.2. In the event the use requires additional personnel for support, only District employees shall be utilized. The events that have more than 300 attendees will require 2 personal support staff.

   7.3. Additional securities are required for 300 or more attendees, 1 unarmed security per 300 people. The user must provide the company name and the contract to the facilities use office at least 10 days in advance.

   7.4. Minimum hours to open any District facilities on a weekend is two and half hours (2 ½).

   7.5. Payment directly to District employees is prohibited.

8. **Classrooms**: 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:

    8.1. Mandated fingerprinting;
    8.2. Required proof of insurance; and
    8.3. Payment of applicable fees.

9. **District Restroom Facilities**: Arrangements for use of restrooms must be made at the time of application, and a custodian or District official staff must be present during the entire event. No restrooms are available at Elementary Sites field use. Submit rental agreements or the contract to Facilities Use Office for the use of Portable Toilets. No Portable Toilets are allowed at any Middle and High Schools.

10. **Restroom Use:** Users of outdoor facilities that do not have access to restroom facilities may have the option of making their own arrangements for renting portable toilets from an outside vendor. Users shall obtain District's prior written approval for the use of portable toilets on District property. The approval of such use shall be at the sole and absolute discretion of the District. Users shall assume full responsibility for the renting and use of portable toilets. Users shall provide the District its rental agreement with the portable toilet provider at least one working day prior to the event. The rental agreement must specify the cleaning/servicing schedule, date of removal of the portable toilets and applicable insurance maintained by the portable toilet provider. In the event the portable toilets remain on the District site beyond the date of user's permit hereunder, users may be charged additional use fees. Users shall indemnify and hold the District harmless from any liability or damages resulting from user's rental and use of portable toilets on District property. Users shall be responsible for any damages to District property resulting from the use or rental of portable toilets.

11. **Smoking/Tobacco Products**: Smoking and tobacco products of any kind are not permitted on District property.

12. **Alcohol**.: No alcoholic beverages are allowed on District property.

13. **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, car wash, etc. are prohibited.

14. **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.

15. **Violations**: 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.

16. **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 - District employees.

17. **Candles/Open Flames**: 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.
    17.1. Note: Outdoor food preparation, including barbecues, is not allowed without all appropriate health permits obtained from the Contra Costa County Environmental Health Division.

18. **Fundraisers**: 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 or contact Facilities Use Office at 510-231-1113.

19. **Catering**: 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 the facility use fee. In such cases, an additional $250 refundable property damage deposit is required to cover possible damage or theft.

20. **Mobile Food Vendors/Trucks:** Facility or site use may include the provision of mobile food vendors and/or food trucks with the District's prior approval. All food vendors and/or food trucks must be approved by the Contra Costa County Health Department and follow Contra Costa County Health Department guidelines. The placement or location of mobile food vendors and/or trucks must be approved by the District a minimum of fifteen (15) working days prior to the event for which the user has requested use of District facilities. No parking is permitted on any of the District's fields at any time. Trucks and/or vehicles that support the mobile food vendor will not be allowed onto the fields at any time. Food vendors must possess a valid and current City of El Cerrito, City of Hercules, City of Pinole, City of Richmond, City of San Pablo, or County of Contra Costa Business License (business license must represent city where business is established). User must indicate it on Facilities Use Permit whether the use includes mobile food vendor and/or trucks. User must also include evidence of the appropriate license required by agencies having authority over mobile food vendors/trucks. The District has the right to assess an additional security/cleaning deposit for and users that includes mobile food vendors/trucks in its use of District facilities.

21. **Gymnasiums**: Gymnasiums may not be used for dances. The serving of refreshments is prohibited in the gymnasiums at all times. Gymnasiums are not available for any soccer or any outdoor sports practices or games.

22. **Signs and Fliers**:
    22.1. A user may post pre-approved, temporary signs or banners during the hours of use.
    22.2. Advertising or sponsor signs will not be allowed.
    22.3. All fliers must be approved and stamped by a WCCUSD Executive Director prior to printing and distributing.

23. **Gambling**; Facilities may not be used for any gaming or gambling purposes (e.g., raffles, bingo, etc.).

    23.1. 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.

    23.2. 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.

    23.3. 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.

24. **Animals**: Animals are permitted on school grounds for instructional purpose and when operating in the capacity as a service animal.

25. **Post-Event Adjustments:** 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.

26. **Facilities Use Structure:** Groups and organizations found to be in violation of District policies will be immediately suspended from using District facilities and any future permit dates will be revoked.

    26.1. Subletting of any District facility will not be permitted and the associated District use permit will be revoked upon confirmation of subletting.
    26.2. Any violation of the rules or regulations included in the District's "Guidelines for the Use of Facilities" as attached will result in the permit being revoked.

27. **Suspension:**

    27.1. **Infractions for profane language, fighting or other disorderly conduct** by the same or individuals:
    - **1st Infraction** – 6 week suspension, 90 day probation, and assessment per lost District staff time
    - **2nd Infraction** – 12 week suspension, 180 day probation, assessment for lost District staff time
    - **3rd and all subsequent Infractions** – 6 month suspension from using any facilities and $250 assessment for lost District staff time.
    - **Notification of an infraction during probation** will result in $500 assessment and suspension from use of all District facilities for 1 year.

27.2. **Infractions for using wet or closed fields:**

- **1st Infraction** – Payment of field damage cost including but not limited to vandalism and graffiti, all lost District revenue and reinstatement and 90 day probation period.
- **2nd Infraction –** Payment of field damage cost including but not limited to vandalism and graffiti, all lost District revenue, a $150 assessment and 189 day probation
- **3rd Infraction** – Payment of field damage cost including but not limited to vandalism and graffiti, all lost District revenue, $29 assessment, and suspension from use of all district facilities for 1 year.
- **Notification of an infraction during probation** will result in $500 assessment and suspension from use of facilities for 1 year.

28. **Damage and Liability:**

- Groups, organizations or persons using school facilities shall be liable for any property damages caused by the activity. The Board may charge the amount necessary to repair the damages and may deny the group further use of school facilities.
- Any groups using school facilities shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself claims arising from his risk. (Education Code 381434)
- Scheduling and accessibility will be monitored to assure that the facilities are adequately maintained and supervised. The District reserves the right to limit or deny use.
- All applicants will be required to agree to the District's Hold Harmless Agreement through the reservation system.

29. **Indemnity Bond:**

In special circumstances, the Superintendent or designee may authorize the collection of an indemnity bond as assurance against loss of damage.

The Following are the Civic Center use of Facilities Requirements:

Violation of these requirements will result in immediate suspension from using District Facilities.

1. Groups are not permitted to enter the facilities before requested start time and may not remain in the facilities past their scheduled end time.

2. A valid Civic Center permit is required for use of all District facilities and must be available for review by WCCUSD staff at all times.

3. All payments must be paid to the Facilitron.

4. Parking is restricted to designated parking areas only, an on-site school parking is required, when available.

5. Alcohol, illegal drug, tobacco products, animals, open flames, candles, firearms, fireworks, and open-flame cooking are not permitted on District property at any time. School activity barbeques will be considered on a case-by-case basis with written permission from Executive Director of General services.

6. Facility users shall ensure that their guests do not engage in profane language, fighting or other disorderly or inappropriate conduct.

7. Food trucks are required to obtain a separate, individual Civic Center permit and provide all required certificates on insurance and Health permits

8. Facility users are responsible for placing trash in the trash receptacles. Any cleanup of excessive trash left behind will be billed to the registered group.

9. The facility must be left in the condition it was found. Any repairs required due to damage caused during facility use will be billed to the registered group, and may even be suspended from the future use of facilities.

10. A group using an auditorium or stage may not disturb, move or change any of the existing equipment except with the permission and under the supervision of the stage manager or plant manager of the facility.

11. The group may mark grass fields with chalk or sport-marking paint – no burning of lanes with pesticides is allowed.

12. Playing on wet "natural turf" fields is not permitted. Groups shall call Districts facilities use office on (510) 231 1113

13. Notify Facilities Use Office immediately of any hazardous conditions found on the fields by calling 510 231 1113

14. No structures may be erected or assembled on District facilities. No storage of equipment is permitted.

15. Groups using synthetic fields must follow all synthetic field rules and regulations that are posted at the field and on the user's permit. Failure to comply with these rules and regulations shall result in immediate suspension from use of synthetic fields.

16. When submitting an application for competitions, all groups competing must be identified on the permit, provide insurance, and be approved by the District prior to use the field. Noncompliance will be considered subletting of the fields and will result in permits being revoked for all groups.

17. Team credentials must match the group name on the Civic Center permit issued. Credentials and permits must be on-site at all times during use.

18. Field user groups having more than one affiliated group are treated as separate groups. Fields cannot be shared between the affiliated groups.

19. Equipment failure will not result in an automatic refund, however, is reviewable on a case-by-case basis.

Rules of Use of Synthetic Fields

1. No animals allowed (except to assist persons of disabilities)
2. Soccer goals must have turf wheels attached
3. No motor vehicles allowed
4. No chairs, tables or canopies
5. No Food or Drink, except water
6. No sunflower seeds or gum allowed
7. No tobacco products allowed
8. No golfing, shot putting, javelin, or discus throwing
9. No metal cleats may be worn on the field – only formed rubber cleats allowed
10. No painting, chalking, or other adhesive materials are to be placed
11. No Stakes, spikes, or other pointed materials may be used for anchoring anything on the field or track surfaces
12. Fields may be closed at anytime
13. Failure to comply with these rules will result in immediate cancellation of reservations

The Board and/or its agents reserve the right to suspend or prohibit any use of facilities regardless or prior approval

Under all circumstances, it is the District's intent that the schools take into effect the specific physical impact of student and non-student activities in relationship to the community neighborhood. It is the District's intent that the students of West Contra Costa Unified School District benefit and participate fully in all activities that serve and achieve to, "Prepare All Students for Success in College and Career".

VI
FIELD AND ATHLETIC FACILITY USE

1. **Field Availability**. Fields will not be available:

    1.1. During school hours or on District holidays;
    1.2. If schools are under construction or repair due to safety issues at the sole discretion of District administration; and
    1.3. All facilities that are closed to the public.

2. **Field Use on Rainy Days**. Please contact the Facilities Use Office for closure updates of fields on rainy days at 510-231-1113.
3. Permits take priority over the use of tracks and Tennis courts at DeAnza High School, El Cerrito High School, Helms Middle School and Pinole Valley High School on the weekends.

4. **Improvements and Upkeep on Fields by Facility Users**:

    4.1. 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

    4.2. 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.

5. **Restroom Facilities**: Users of outdoor facilities that have access to restroom facilities are required to pay an additional fee for the cost associated with custodial services, including but not limited to, stocking, cleaning, unlocking and locking restroom facilities during the user's event.

6. **Locker Room**: Use of locker rooms requires a custodian to be present.

7. **Press Box, Public Address, and Score Board**:

    7.1. 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 is required to open the press box and operate the system.

8. **Snack Bars and Concessions**: Access to use of the snack bars and concessions will be provided by a District employee.

9. **Trash Removal:**

All field users are responsible for cleaning after their event and picking up all litter left on the fields. Additional fees may be assessed if the District requires staffing beyond the original Facilities use agreement.

10. Good Neighbor Policy Guidelines:

The West Contra Costa Unified School District Governing Board recognizes the need for the schools to establish a "Good Neighbor" policy consistent with the specific neighborhood in which the school is located. The Governing Board seeks your assistance in preserving the quality of the schools and neighborhoods in which facilities are being utilized. Our "Good Neighbor" policy is designed to preserve the quality of life for residents surrounding the facilities, and protect the school facilities used by the students in the community.

11. Gymnasium Use:

11.1. No food or drink allowed inside any gymnasium

11.2. Only soft sole shoes may be worn and no high heels inside the gymnasium

11.3. No locker room, stage, or music room use allowed unless approved by the District.

11.4. Scoreboard use allowed if approved by the site and District

11.5. Gymnasium bleachers will be opened or closed. Users must specify preference on the application or it is assumed the bleachers will be opened.

VII
THEATER USE

1. **General Theater Procedures**: The following are general procedures for theater use. Additional site-specific procedures may apply. Please refer to Appendices D, E, F and G for site-specific policies.

   1.1. Additional securities are required for 300 or more attendees, 1 unarmed security per 300 people. The user must provide the company name and the contract to the facilities use office at least 10 days in advance.

   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 theater 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 District theater 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. The Facilities Scheduler organizes coordination.

   1.5. All presentation/production content must comply with Education Code § 38131(b) and the Usage Policy of the consulted theater space.

   1.6. All fees must 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.

VIII
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. The 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 of 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.

IX
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 away 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 and District's Risk Management Liability Office. For questions, please call 510-231-1113.

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 averse 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 his or her knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means;

That _____, the organization on whose behalf he or she is making application for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

As the undersigned, **I have read the above STATEMENT OF INFORMATION** and understand, as the individual and/or a duly authorized representative of my organization, that failure to comply with any of the above items will be grounds for the revocation of the facilities use permit. I understand further that as the individual and/or duly authorized representative of my organization that I/we are responsible for the implementation of the above requirements included in this Statement of Information.

Organization_____

Name (Print) _____ Title_____

Signature_____

West Contra Costa Unified School District – Verification and Action

_____ Compliance of Statement of Expectations _____ Non-compliance of Statement of Expectations

Name_____ Title_____ Date_____

APPENDIX C
Hold Harmless Agreement

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

To: WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

In connection with the granted use of your facilities and premises at_____

for _____

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

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.

IN WITNESS WHEREOF, the Permittee has executed this document on the _____ day of

_____ 20_____

As the undersigned, I have read the above HOLD HARMLESS AGREEMENT and understand, as the individual and/or a duly authorized representative of my organization, that failure to comply with any of the above items will be grounds for the revocation of the facilities use permit. I understand further that as the individual and/or duly authorized representative of my organization that I/we are responsible for the implementation of the above requirements included in this Statement of Expectations.

Organization_____

Name (Print) _____ Title_____

Signature_____

West Contra Costa Unified School District – Verification and Action

_____ Compliance of Hold Harmless Agreement _____ Non-compliance of Hold Harmless Agreement

Name_____ Title_____ Date_____

Legal References: Education Code: 40041-40043 (as applicable); *Lamb's Chapel v. Center Moriches Union Free School District* (1993) 508 U.S. 394; *Fairfax Covenant Church v. Fairfax County School Board* (1994) 17 F.3d 703.

APPENDIX D

DeAnza High School Performing Arts Theater Usage Policy

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), Theater Manager, and Facilities Management.

Theater Contact Information:

- **Theater Manager:** Dan Brandon
- **Contact:** (510) 231-1440 ex. 27038
- **Cell:** (510) 383-6275
- **E-Mail:** Daniel.Brandon@wccusd.net

Additional Contacts:

- **Site Administrator:** Candice Cofield (510) 231-1440
- **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:	8:00am – 11:00pm

DeAnza High Performing Arts Theater is not available during school hours or on District Holidays.

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: https://www.facilitron.com/wccusd94801

This will be routed to the theater manager for consultation

- 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. 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 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.) Usage Fees:

- There is a **4-hour minimum** for use of the PAC.
- 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 (30) days is required for cancellation of any event in order to be eligible for a refund.

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

Hourly Theater Rates:

Monday-Thursday: Rehearsal:	*$150.00 per hour*
Monday – Thursday: Performance:	*$260.00 per hour*
Friday-Sunday: Rehearsal:	*$150.00 per hour*
Friday-Sunday: Performance:	*$315.00 per hour*

***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 request:

- **Student Stagehand: $22**

Commercial User Groups: *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: Rehearsal:	*$215.00 per hour*
Monday-Thursday: Performance:	*$430.00 per hour*
Friday-Sunday: Rehearsal:	*$215.00 per hour*
Friday-Sunday: Performance:	*$387.00 per hour*

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

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 DeAnza 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 group using, and/or cost of removal of items left behind.
- The backstage hallway, dressing rooms, green room, front lobby, store, 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 such items and should be left in the condition it was found.

G.) Facilities and Equipment Alterations:

- Under **no circumstance** should the DeAnza High School Performing Arts Theater be altered, designed, built upon, 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:

- DAHS Performing Arts Theater equipment is to be operated only by the Theater Manager, hired Technicians, or trained staff/students so as to protect DAHS theater property and the safety of those in the Theater.
- Lighting in the DAHS 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. 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.
- Rigging/Fly 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.

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 Theater 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 or storage. Loss or damage of props or equipment left on stage or on the premises is not the responsibility of DAHS or the WCCUSD employees, staff or administrators.

J.) 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.

K.) Publicity

- Groups and users are held solely responsible for marketing and publicity of their event, performance, or production. WCCUSD and/or DeAnza High School do not solicit materials or publications on behalf of the user.
- Prior written consent must be agreed by the DeAnza 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, DeAnza High School, and/or DeAnza Performing Arts Theater.
- Additional securities are required for 300 or more attendees, 1 unarmed security per 300 people. The user must provide the company name and the contract to the facilities use office at least 10 days in advance.

L.) 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.

M.) 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 obligation to the DeAnza 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, outside user must pay the full amounts owed.
- WCCUSD will affect a termination by delivering a written notice to an authorized representative of the group
- WCCUSD and/or DeAnza 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.

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.

Client Authorized	**Theater Manager**
Date: _____	**Date:** _____
Site Administrator	**Facilities**
Date: _____	**Date:** _____

APPENDIX E
El Cerrito High School Theater Usage Policy

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 Group/User, Site Administrator(s), Theater Manager, and Facilities Management sign the Facilities Use Permit for the theater.

Theater Contact Information:

- **Theater Manager:** Jessica Olwell
- **Contact:** (510) 231-1437, ex. 26605
- **Cell:** (510) 717 5698
- **E-Mail:** Jessica.olwell@wccusd.net

Other Contact:

- **Site Administrator:** Malcolm Norrington
- **Facilities:** Rina Prasad at 510-231-1113 or rprasad@wccusd.net

A.) <u>Rooms/Facilities Included in Usage Agreement</u>.

Users of El Cerrito High School facilities agree upon an **"as is, where is"** policy, and 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 (424 seat capacities)
-Balcony (165-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:	8:00am – 11:00pm

El Cerrito Performing Arts Theater is not available during school hours or on District Holidays.

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:

https://www.facilitron.com/wccusd94801

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

- 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. The user group must pay all fees associated with additional technical support. 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>: *Users are required to pay for the following by the hour (4-hour minimum) during the operating hours of the theater.*

<u>Hourly Theater Rate</u>:
Monday-Thursday: Rehearsal: *$150.00 per hour*
Monday – Thursday: Performance: *$260.00 per hour*
Friday-Sunday: Rehearsal: *$150.00 per hour*
Friday-Sunday: Performance: *$315.00 per hour*

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

<u>Additional Technicians per requests:</u>

- **Students Stagehand:** *$22 per hour*

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

<u>Hourly Theater Rate</u>:
Monday-Thursday: Rehearsal: *$215.00 per hour*
Monday-Thursday: Performance: *$430.00 per hour*
Friday-Sunday: Rehearsal: *$215.00 per hour*
Friday-Sunday: Performance: *$387.00\per hour*

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

Additional Technicians per requests:

- **Student Stagehand:** *$22 per hour*

E.) <u>Proof of Insurance</u>:

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.) <u>Condition of Theater</u>:

- 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.) <u>Facilities and Equipment Alterations:</u>

- 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:

- Lighting 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.
- Sound 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 Theater 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; the 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 589: 424 on the floor level and 165 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 be 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.) Smoking/Tobacco Products.

- Smoking and tobacco products of any kind are not permitted on District property.

M.) Alcohol

- No alcoholic beverages are allowed on District property.

N.) 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.
- Additional securities are required for 300 or more attendees, 1 unarmed security per 300 people. The user must provide the company name and the contract to the facilities use office at least 10 days in advance.

O.) 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.

P.) 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 affect 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.

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.

Client Authorized	**Theater Manager**
Date: _____	**Date:** _____
Site Administrator	**Facilities**
Date: _____	**Date:** _____

APPENDIX F
Pinole Valley High School Theater Usage Policy

This usage policy agreement outlines policies and procedures for usage and rental of the Pinole Valley High School Performing Arts Theater. Additional policies and procedures may apply as outlined in the WCCUSD Facilities Use Policies and Procedures. Whenever possible, Pinole Valley High School Theater makes its facilities available to the community for events, productions, lectures, performances, etc. Pinole Valley 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), Theater Manager, and Facilities Management.

Theater Contact Information:

- **Theater Manager:**
- **Contact:** (510) 231-1442 ext. 27330
- **Cell:**
- **E-Mail:**

Other Contact:

- **Site Administrator:** Todd Irving
- **Facilities:** Rina Prasad at 510-231-1113 or rprasad@wccusd.net

A.) <u>Rooms/Facilities Included in Usage Agreement</u>.

Users of Pinole Valley 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 Pinole Valley High School facilities, school grounds, or adjoining buildings.

Permits for usage of the PVHS Performing Arts Theater include the:
-House (433 seat capacities)
-Balcony (144 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 Pinole Valley High School Performing Arts Theater does not include any other facility, classroom, or adjoining space.

B.) Use Availability and Scheduling:

Any user of the Pinole Valley 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:	8:00am – 11:00pm

Pinole Valley High Performing Arts Theater is not available during school hours or on District Holidays.

First priority will always be given to Pinole Valley High School programs. All other groups requesting usage of the PVHS 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 Pinole Valley High School and/or WCCUSD. Advanced notice will be given to the user as soon as possible. Pinole Valley 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:

https://www.facilitron.com/wccusd94801

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

- Application must be submitted to the PVHS 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 PVHS 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. The Technical Consultant will evaluate services requested and quote the cost for technical support from

the WCCUSD approved technician. The PVHS 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>: *Users are required to pay for the following by the hour (4-hour minimum) during the operating hours of the theater.*

<u>Hourly Theater Rate</u>:

Monday-Thursday: Rehearsal:	*$150.00 per hour*
Monday – Thursday: Performance:	*$260.00 per hour*
Friday-Sunday: Rehearsal:	*$150.00 per hour*
Friday-Sunday: Performance:	*$315.00 per hour*

Proof of Non-Profit status is required.
Hourly theater rate includes site supervisor, custodial, and direct costs

<u>Additional Technicians per requests:</u>

Student Stagehand: *$22.00 per hour*

<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.*

<u>Hourly Theater Rate</u>:

Monday-Thursday: Rehearsal:	*$215.00 per hour*
Monday-Thursday: Performance:	*$430.00 per hour*
Friday-Sunday: Rehearsal:	*$215.00 per hour*
Friday-Sunday: Performance:	*$387.00 per hour*

Hourly theater rate includes site supervisor, custodial, and maintenance costs

Additional Technicians per request:

Student Stagehand: *$22.00 per hour*

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 Pinole Valley 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 Pinole Valley 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:

- Lighting in the PVHS 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.
- Sound in the PVHS 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.
- 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 Theater Manager.
- WCCUSD and/or Pinole Valley High School employees, staff, administrators, students will not be held responsible for theft or damage of any sets or equipment left in the Pinole Valley Performing Arts Theater.
- Scenery, equipment, props, etc. may not be left on site for storage outside of the permit period; the 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 PVHS or the WCCUSD employees, staff or administrators.

J.) Balcony Seating:

- The PVHS Performing Arts Theater has a seating capacity of 603: 433 standard seats with 6 wheelchair spaces on the floor level and 162 standard seats with 2 wheelchairs spaces 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 Pinole Valley Performing Arts Theater. Concessions are permitted, but must be given prior approval from WCCUSD and Pinole Valley High School

L.) Smoking/Tobacco Products.

- Smoking and tobacco products of any kind are not permitted on District property.

M.) Alcohol

- No alcoholic beverages are allowed on District property.

N.) Publicity

- Groups and users are held solely responsible for marketing and publicity of their event, performance, or production. WCCUSD and/or Pinole Valley High School do not solicit materials or publications on behalf of the user.
- Prior written consent must be agreed by the Pinole Valley 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, Pinole Valley High School, and/or Pinole Valley Performing Arts Theater.
- Additional securities are required for 300 or more attendees, 1 unarmed security per 300 people. The user must provide the company name and the contract to the facilities use office at least 10 days in advance

O.) 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.

P.) 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 Pinole Valley 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 affect a termination by delivering a written notice to an authorized representative of the group

- WCCUSD and/or Pinole Valley 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.

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:** _____
Facilities

APPENDIX G
Richmond High School Performing Arts Theater Usage Policy

This usage policy agreement outlines policies and procedures for usage and rental of the Richmond High School Performing Arts Theater. Additional policies and procedures may apply as outlined in the WCCUSD Facilities Use Policies and Procedures. Whenever possible, Richmond High School Theater makes its facilities available to the community for events, productions, lectures, performances, etc. Richmond 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), Theater Manager, and Facilities Management.

Theater Contact Information:

i. **Theater Manager:** Samantha Taylor
ii. **Contact:** 510-231-1450 x27607
iii. **E-Mail:** samantha.taylor@wccusd.net

Additional Contacts:

iv. **RHS Front Office: 510-231-1450**
v. **Facilities:** Rina Prasad at (510) 231-1113 or rprasad@wccusd.net

A.) <u>Rooms/Facilities Included in Usage Agreement</u>:

Users of Richmond 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, excepting water** 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 RHS Performing Arts Theater include the:

- -Control Room
- -House (650 seat capacities)
- -Front Lobby with two bathrooms
- -Green Room
- -2 Dressing Rooms

Use of the Richmond 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 media classroom is a part of the Performing Arts building, it is NOT included with a use.

B.) Use Availability and Scheduling:

Any user of the RHS 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: 8:00am – 11:00pm

Richmond High Performing Arts Theater is not available during school hours or on District Holidays.

First priority will always be given to Richmond High School programs. All other groups requesting usage of the RHS Performing Arts Theater will be scheduled on a first come, first served basis. In an unlikely event, WCCUSD reserves the right to revoke permits without prior notice in **extreme circumstances** when the need of the facilities is required by Richmond High School and/or WCCUSD. Advanced notice will be given to the user as soon as possible. Richmond 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:

https://www.facilitron.com/wccusd94801

This will be routed to the theater manager for consultation

- Applications must be completed and submitted to the RHS 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) <u>Consultation</u>:

- A consultation with the Theater Manager will be required for all groups requesting usage to go over all areas of the RHS 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 RHS 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 PAC.
- 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 (30) days is required for cancellation of any event in order to be eligible for a refund.

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

<u>Hourly Theater Rates:</u>

Monday-Thursday:	*$170.00*
Friday-Sunday:	*$205.00*

***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.**

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

<u>Hourly Theater Rate</u>:

Monday-Thursday:	*$266.00*
Friday – Sunday:	*$290.00*

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

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 Richmond 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 group using, and/or cost of removal of items left behind.
- The backstage hallway, dressing rooms, green room, front lobby, store, 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 such items and should be left in the condition it was found.

G.) Facilities and Equipment Alterations:

- Under **no circumstance** should the Richmond High School Performing Arts Theater be altered, designed, built upon, 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:

- RHS Performing Arts Theater equipment is to be operated only by the Theater Manager, hired Technicians, or trained staff/students so as to protect RHS theater property and the safety of those in the Theater.

- Lighting in the RHS 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. The RHS 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 RHS 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 RHS theater has a digital mixing console with a fully modern integrated station to accommodate several requests for mixing sound, playback, and live amplification.
- Video within the RHS theater has the most digitally advanced applications for presentations, productions, and live performances. 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.
- Rigging/Fly is not available at the RHS theater. The stage is equipped with three moving curtain travelers (front, mid-stage, back), two dead hung leg curtains, and a white cyclorama. If you have questions regarding hanging items, such as backdrops, scenery, or curtains, please ask during the consultation.

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 Theater Manager.
- WCCUSD and/or Richmond High School employees, staff, administrators, students will not be held responsible for theft or damage of any sets or equipment left in the Richmond Performing Arts Theater.
- Scenery, equipment, props, etc. may not be left on site for storage outside of the permit period; the 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 RHS or the WCCUSD employees, staff or administrators.

J.) Merchandise and Concessions Sales

- Merchandise and/or sales items are not permitted during the use of the Richmond Performing Arts Theater. Concessions are permitted, but must be given prior approval from Richmond High School. All concessions must take place inside the lobby or outdoor space available.

K.) Smoking/Tobacco Products.

- Smoking and tobacco products of any kind are not permitted on District property.

L.) Alcohol

- No alcoholic beverages are allowed on District property.

M.) Publicity

- Groups and users are held solely responsible for marketing and publicity of their event, performance, or production. WCCUSD and/or Richmond High School do not solicit materials or publications on behalf of the user.
- Prior written consent must be agreed by the Richmond 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, Richmond High School, and/or Richmond Performing Arts Theater.
- Additional securities are required for 300 or more attendees, 1 unarmed security per 300 people. The user must provide the company name and the contract to the facilities use office at least 10 days in advance.

N.) 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.

O.) 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 obligation to the Richmond 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, outside user 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 Richmond 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.

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.

Client Authorized	**Theater Manager**
Date: _____	**Date:** _____
Site Administrator	**Facilities**
Date: _____	**Date:** _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITY USE FEE RENTAL SCHEDULE 2026-27

Group 1 - No Cost	Group 2 - Non-Profit Youth	Group 3 - Non-Profit Other	Group 4 - For Profit	
WCCUSD internal use (schools' own use). Includes parent-teacher organizations, and school community advisory groups (these two groups must have insurance and must pay labor costs as applicable). Other groups as deemed allowable by the WCCUSD Board of Education.	Non-profit community organizations, clubs and associations with 501c3 status (documentation is required at time of application), serving WCCUSD students within the district boundaries Fees apply during those times when a custodian would not otherwise be available at the facility: weekends, holidays, and after 7:00 p.m. on school days.	Religious groups; senior citizen groups; charitable fundraising activities which are not youth activities; public agencies (other schools/school districts); non- profit special interest groups and cultural groups, with priority given to groups serving WCCUSD students and community. Profit group doing fundraiser for non-profit group/purpose	Profit making or commercial events; Corporate or commercial uses.	

Space	Group 2 - Non-Profit Youth	Group 3 - Non-Profit Other	Group 4 - For Profit	Notes
FACILITY TYPE				
Auditorium (Harding Elementary) Per-Hour	$43.00	$91.00	$182.00	1. A processing fee of $25.00 is applied to all reservations.
Library - Per Hour	$12.00	$36.00	$79.00	
Cafeteria / MPR w/o Kitchen - Per Hour	$29.00	$36.00	$139.00	
Cafeteria / MPR with Kitchen - Per Hour	$36.00	$48.00	$163.00	2. A certificate of insurance with a minimum of $1,000,000 liability, and an additional insured endorsement naming WCCUSD is required.
Gym Locker Rooms - Per Use	$36.00	$44.00	$122.00	
Restrooms - Per Day	$36.00	$44.00	$122.00	
GYNASIUM				
Gym - Per Hour	$30.00	$103.00	$254.00	3. A minimum of two (2) hours is charged for all spaces & labor. Any fraction of an hour counts as a full hour.
FIELD AND ATHLETIC FACILITES				
All Weather Synthetic Field - Per Hour	$18.00	$30.00	$71.00	
Tennis Courts - Per Hour	$18.00	$24.00	$30.00	
Baseball Field - Per Hour	$8.00	$10.00	$18.00	4. Labor costs are charged based on actual hours worked (so charges may adjust after the event).
Softball Field - Per Hour	$8.00	$10.00	$18.00	
Football Stadium (High Schools)	$42.00	$91.00	$182.00	
Black Top Area - Per Hour	$12.00	$24.00	$133.00	
Parking Lot - Per Use	$12.00	$24.00	$133.00	5. For theater use, WCCUSD Theater Tech(s) required; number of workers depends on the event. Hourly Theater rate includes site supervisor, custodial, and direct costs.
THEATER (EL CERRITO / DEANZA / PINOLE VALLEY)				
Monday – Thursday: Rehearsal Per Hour	$150.00	$150.00	$215.00	
Monday – Thursday: Performance Per Hour	$260.00	$260.00	$430.00	
Friday – Sunday: Rehearsal Per Hour	$150.00	$150.00	$215.00	
Friday – Sunday: Performance Per Hour	$ 315.00	$315.00	$460.00	6. For kitchen use, WCCUSD Kitchen worker(s) required; number of workers depends on the event.
ADDITIONAL TECHNICIANS PER REQUEST				
Student Stagehand - Per Hour	$22.00	$22.00	$22.00	
SPECIAL EQUIPMENT FEES				
Overhead Projector - Per Use	$12.00	$12.00	$30.00	7. For stadium use, when stadium lights are needed at night, an extra charge is applied.
Portable PA System - Per Use	$6.00	$6.00	$18.00	
Processing Fee	$25.00	$25.00	$25.00	
MAINTENANCE AND UTILITY FEE				8. Weekends and during school holidays, custodians and grounds staff start half an hour early and finish one hour after the event. The above rates are based on an estimated number of attendees not exceeding 300 attendees. Add one custodian for every 300 attendees. Add a custodian and a grounds staff member for all user groups using locker rooms. The permittee is responsible for providing its own security officer(s) when required.
0 - 4 Hours	$6.00	$18.00	$30.00	
4 - 8 Hours	$6.00	$18.00	$30.00	
WEST CONTRA COSTA USD LABOR COSTS				
WCCUSD Employees	**Regular Hourly Rate**	**1.5 x Hourly Rate**	**2.0 x Hourly rate**	
Custodial	$37.59	$56.38	$75.17	
Grounds	$38.19	$57.29	$76.38	
Electronic Tech	$47.01	$70.47	$94.01	
Food Service	$30.04	$45.05	$60.07	