

**Santa Monica-Malibu Unified School District
Board of Education Meeting
UPDATE TO THE AGENDA**

June 4, 2009

CONSENT AGENDA

COMMUNICATIONS

E. District Advisory Committee End-of-Year Reports *(10)*

Visual and Performing Arts DAC (5)

English Learners Advisory Committee (5)

ADD: ELAC's End-of-Year Report (*pages 2-5 of this Update*)

EDIT: Total time allotted to this section of Communications

MAJOR ITEMS

- A.32 Revise Policy and Administrative Regulations 1330 – Use of School
Facilities *(30)*

EDIT: Language of policy/administrative regulation and fee chart (*pages 6-36 of this Update*)

DISCUSSION ITEMS

INFORMATION ITEMS

SW

**District Advisory Committee
Board of Education Annual Report
June 4, 2009**

ENGLISH LEARNERS ADVISORY COMMITTEE

Staff Liaison: Aida Diaz

The District English Learners Advisory Committee (DELAC) is a state mandated advisory committee. The main function of DELAC is to review and advise the board on programs and services for English Learners (ELs).

Our District DELAC meetings incorporate the state mandated requirements and informational presentations. The state mandated requirements help parents to fully understand the programs and services for English Learners and participate in the educational process of their children. The presentations provide parents with knowledge and skills that they can use to support and advocate for their students in their acquisition of English and academic subjects. It is important to note that our DELAC continues to include a wide range of Spanish speaking parents, many of whom do not have children who are English Learners.

I Meeting Topics:

DELAC complied with state requirements and included the following presentations:

Month	DELAC Requirements	Presentations
October	<ul style="list-style-type: none"> • Purpose of DELAC • Goals and Objectives of the District programs and services for English Learners • Survey of Topics for future meetings 	<ul style="list-style-type: none"> • Strategies to Improve Learning
November	<ul style="list-style-type: none"> • Survey results 	<ul style="list-style-type: none"> • Successful Parent/Teacher Conferences
January	<ul style="list-style-type: none"> • English Learner Progress-CELDT, AMAO 	<ul style="list-style-type: none"> • Venice Family: Stress and Our Children
February	<ul style="list-style-type: none"> • CELDT students reports • Reclassification Procedure • Report Cards 	<ul style="list-style-type: none"> • Dr. Bonafina: Discipline in Tough Times: Basic Strategies
March	<ul style="list-style-type: none"> • Needs Assessment Survey for Board Report • Language Census Report R-30 	<ul style="list-style-type: none"> • Marcela Avila, MFPI Therapist: Adolescent Latinos
May	<ul style="list-style-type: none"> • Board Report 	<ul style="list-style-type: none"> • "La Universidad Está a Tu Alcance" (Road to College)

II Highlights

Assessment:

- California English Language Development Test (CELDT) is administered every year between July-October. The purpose of this test is to determine the English language proficiency of students and the progress English Learners are making in their acquisition of the English language in the areas of Listening, Speaking, Reading and Writing.

Levels	Totals
Beginning (BG)	67
Early Intermediate (EI)	130
Intermediate (IN)	358
Early Advanced (EA)	539
Advanced (AD)	374
TOTAL	1468

English Learners Achievement Data:

- Our District and individual school sites continue to meet and surpass state generated achievement targets on the Title III English language proficiency Annual Measurable Achievement Objectives (AMAOs).

AMAOs	2007-2008 Target	District Percentage Meeting Target
1. Percent of Students Making Annual Progress in Learning English	50.1%	72.3%
2. Percent of Students Attaining English Proficiency-CELDT	28.9%	53.1%
3. Adequate Yearly Progress for the English Learner Subgroup at the LEA level for English-Language Arts Mathematics	34.0% 34.6%	49.7% 52.4%

Staff Development:

- California Education code requires that English Learners be instructed in ELD and content classes by teachers that possess specific training and authorization. By hiring teachers with appropriate authorization and / or training our teachers we will be complying with state and federal mandates and meeting the instructional needs of our English Learners. The current authorization required by the state is the Cross Cultural Language and Academic Development (CLAD) certificate that is earned by taking courses or passing the California Teachers of English Learners (CTEL) examination. The district offered CTET Examination Preparation classes free of cost to district teachers.

Number of Teachers participating in Examination preparation workshops:

2008-2009
25

Teachers with authorization to instruct English Learners:

2007-2008	2008-2009
225	270

Language Census Report (R-30):

- The R-30 is the annual school-level data collection document that contains counts of students from non-English-language backgrounds enrolled in public (K-12) schools in California and data on the staff that provide services to ELs. The student counts for ELs as reflected in the R-30 determine the funding for most Federal and State categorical funding.

I English Learners and Fluent English Proficient

Language	English Learners (EL)	Fluent English Proficient (FEP)	Total
Spanish	932	841	1773
Farsi	54	153	207
Japanese	36	67	104
Korean	32	41	73
Russian	23	63	86
Mandarin	24	37	61
Total of All Languages*	1306	1538	2866

*Includes over 31 languages

III Recommendations:

DELAC, as well as all members of our District community, is aware that the District faces many difficult decisions as a result of the State reduction of funds for education. However, parents want to make certain that the District continues to implement the strategies, interventions, and programs that have been successful in accelerating the achievement of our English Learners. English Learners is considered to be a subgroup whose progress is the focus of many of the accountability targets set by the State. Title III English language proficiency Annual Measurable Achievement Objectives (AMAOs) is one of these reports. As mentioned above many of our English Learners meet the percentage of achievement required by the State in the AMAOs. However, there is a significant number of English Learners who are not meeting these targets. Therefore, there remains a need to refine our ability to provide effective service to each English Learner, particularly those who have yet to meet the State target levels of achievement. In addition, there are state mandates regarding services to English Learners that the District needs to adhere. English Learners are a

significant group that is central to the district efforts of reducing the achievement gap and their academic needs should be taken into account when making program cuts due to budget reductions.

DELAC views the following recommendations as fundamental to the academic success of their children, and in fulfillment of the charge that they have been given by the State of California as reflected in the California Educational Code urges the District to:

1) Continue to offer high quality English Language Development (ELD) at the secondary level:

The achievement level of SMMUSD's Reclassified Fluent English proficient students as measured by performance on standardized measures such as CST and CAHSEE have historically been remarkable. Parents and staff feel that this is directly attributable to the comprehensive services that English Learners receive in District programs. A fundamental component of these services are ELD classes that are targeted, utilize high quality materials and instructional methodologies, and sequentially provide for the linguistic needs of students acquiring English. There is a need to continue to provide the current scope, sequence and structure of District ELD programs.

2) Offer Sheltered content classes at the secondary level:

Sheltered content classes provide grade level academic instruction that gives English Learners access to the core curriculum while teaching English vocabulary and English grammatical structures. Secondary sites need to evaluate the need of providing their English Learners with access in the various content areas and create sheltered classes offerings according to the identified need.

This year the number of sheltered content classes offered at both JAMS and Samohi were reduced. Further reductions of sheltered and ELD classes are being proposed for the next school year. The alternative is that English Learners will be in mainstream classes were their access to the curriculum would be greatly affected by their low English proficiency levels.

IV Budgetary Implications/Recommendation:

Currently the district uses State and Federal funds to provide supplementary support to English Learners. These funds have also been reduced which has resulted in the need to cut back on the level of supplementary support provided for English Learners. The guidelines and restrictions of these funds do not allow us to provide the content courses that are part of the core program that all students are entitled to. We urge the District to provide the financial support that secondary schools need to provide these specialized classes.

TO: BOARD OF EDUCATION

ACTION/MAJOR

06/04/09

FROM: TIM CUNEO / JANECE L. MAEZ / CAREY UPTON

UPDATE

RE: REVISE POLICY AND ADMINISTRATIVE REGULATIONS 1330 -
USE OF SCHOOL FACILITIES

RECOMMENDATION NO. A.32

It is recommended that the Board of Education revise Board Policy 1330-Use of School Facilities. Attached is a complete revision of Board Policy 1330. The attached Administrative Regulations have also been revised.

COMMENT: This item came forward for first reading at the May 21, 2009, Board of Education meeting (Item D.01).

The previous Facility Permit Policy lacked appropriate guidance and suffered from misapplication. The management of the Facility Permit process was transferred to the new Theater Operations & Facility Permit Office on July 1, 2008. The office has worked to repair and understand the process and application.

The Theater Operations and Facility Permit Office has worked to redraft the policy to support the current usage and to appropriately manage these physical resources of the District.

In reviewing this policy, the Facility Permit Office has worked with the over five hundred facility user groups to issue permits this year. The office has done a wide ranging review of other school districts, local cities and commercial rental policies and fees. Staff has had discussions with and has met with a wide range of the user groups and district staff.

The proposed policy is projected to give greater guidance to staff and external users for the use of facilities.

While changes to board policies require board approval, changes to administrative regulations do not.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

THIS IS THE **REVISED POLICY**

<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>		
1330	Community Relations	Use of School Facilities		
<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>	
Public Activities Involving Staff, Students or School Facilities	X			

DETAIL

A. Purpose

The Board of Education recognizes that District facilities are a community resource whose primary purpose is to support school programs and activities. The District permits the use of school facilities by groups whose purposes and objectives contribute to the development and welfare of the community when such use does not interfere with school activities or result in undue cost to the District.

The Board of Education authorizes the Superintendent or designee to permit use of facilities, including those allowed under the Civic Center Act. The Superintendent or designee shall maintain procedures and regulations for the use of school facilities and grounds that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities.
2. Preserve order in school buildings and on school grounds and protect school facilities, including designating a person to supervise this task.
3. Ensure that the use of school facilities or grounds is not inconsistent with the use of the school facilities or grounds for school purposes and does not interfere with the regular conduct of schoolwork.

B. Approved Activities

The sites, facilities and grounds of the Santa Monica-Malibu Unified School District are primarily for programs to educate SMMUSD students along with the support activities to achieve this goal. No activities are allowed on District Facilities other than those permitted through this process or another specific agreement approved by the Board.

1. The District hereby reserves the right under the Civic Center Act to restrict activities that may result in damage to facilities, disrupt approved activities, conflict with school purpose, or increase risk of injury to persons or property on facilities.
2. Activities that are prohibited include, but are not limited to, the use of roller blades, roller skates or skateboards, dumping, golf, or the use of motorized vehicles on surfaces not designated for vehicles. Appropriate signage will be posted at gates identifying prohibited use. Individuals who participate in prohibited activities will be asked to leave campus. Failure to leave a school site when requested by staff will constitute trespassing and may be prosecuted.
3. Specific athletic facilities (i.e., tracks, basketball or tennis courts) are made available by the District to be used by the public for community recreational use. The District will post which facilities are available to the public for recreational use without need for a permit. The District reserves the right to

disallow this use without notice when the facilities are needed for other school and permit uses. This use is intended for individuals or small groups (up to 10). Larger groups and those being paid for instruction must receive permits.

C. Definitions

To provide direction to staff, the Board of Education recognizes these definitions of facility use in the issuing and management of facility permits:

School/District Use includes all programs, activities and events operated and supported by SMMUSD programs, departments and offices. These activities are funded by the District and operated by District employees. These include all curriculum-based activities.

School Sponsored Use includes all activities that are an extension of School Use. These include extracurricular activities originated by clubs, athletic teams, ASB and other school-derived groups. These activities include fund raising activities by students or staff for the schools or activities. These activities are approved by Site Administrators, are directly managed by District Staff, and all funds collected will be expended on school activities and programs through District approved policies and procedures.

External Use includes all activities and facility use originated by any organization other than SMMUSD. Any use that is not School Use is deemed External Use. All External Use must receive a Facility Permit or be included in a Board Approved Joint Use or Lease Agreement to use District Facilities. This policy and attached administrative regulations apply to all external use, unless specifically superseded by an agreement approved by the Board of Education.

Facility Permits are agreements issued to external users allowing them specific use of District Facilities for approved activities during a specific period of time.

Affiliated Groups are non-profit organizations whose sole purpose, as evidenced in their Bylaws and Articles of Incorporation, are in direct support of the Santa Monica-Malibu Unified School District, its schools and their programs. To qualify as an Affiliated Group, the organization must be approved by the Facility Permit Office. Approval requires submitting a copy of their Bylaws and Articles of Incorporation and presenting a Letter of Determination from the Internal Revenue Service stating the corporation is organized as a 501(c)(3) non-profit corporation.

Community Meetings fits within the terms and conditions in the Civic Center Act (Education Code 38130-39). The Board of Education grants there is a civic center at each and every school facility where citizens, organizations and clubs can meet to discuss matters of interest to the citizens of the community. The District reserves the right to designate available spaces for community use at each site, provided there is a designated civic center space at each school facility. The availability is based

on the priority use schedule below. All Community Meeting use must fit the following criteria:

- Use must be nonexclusive, open to the public, and free of charge
- Use must be in a designated Civic Center facility
- Use must be less than four hours
- Use must be limited to only once a week per group

Site refers to school properties and all of the facilities included in them.

Facility refers to specific buildings, rooms and spaces at a Site.

Direct Rate as defined by the Civic Center Act is the cost of supplies, utilities, janitorial services, services of any other District employees, and salaries paid school district employees necessitated by the organization's use of the school facilities. This includes all fees not charged separately.

Commercial Rate or **Fair Market Value** or as defined by the Civic Center Act is the Direct Rate plus the amortized costs of the school facilities or grounds used for the duration of the activity.

D. Charges for Use of Facilities

External Users are divided into the following use categories to determine approved rental fees and personnel costs for each use. All groups must pay a Facility Permit Fee of twenty-five dollars (\$25.00) to cover administrative cost to process the permit. All groups must also meet the Indemnification, Liability and Security Requirements detailed in Administrative Regulations. The Rental Fees are listed in the Rental Fee Schedule exhibit. Additional personnel and other costs for the operation of the permit will be paid by the user. Users will be placed in the most cost effective category for which they qualify. The fees for the use of school facilities and grounds shall be charged in accordance with the following categories:

1. **Commercial:** Commercial users will be charged the Fair Market Value which shall be Direct Costs plus the amortized costs of the school facilities or grounds used for the duration of the activity. This is referred to as **Rate A** in Exhibit 6 - Facility Fee Schedule. This category includes, but is not limited to, any event, game, entertainment or meeting where admission is charged or contributions solicited and net receipts are not to be wholly expended for charitable purposes or for the welfare of the District's students.
2. **Direct:** All non-profit organizations will be placed in the Direct Category. The users in this category will be charged the Direct Rate for their use. This is referred to as **Rate B** in Exhibit 6 - Facility Fee Schedule. To qualify for this category, the user must present a Letter of Determination from the Internal Revenue Service stating the corporation is organized as a 501(c)(3) non-profit corporation.
3. **Community Meeting:** The Board of Education acknowledges the benefit of making school facilities available for community forums. This use must be: nonexclusive, open to the public, and free of charge; in a designated Civic Center facility; less than

four hours; and limited to only once a week per group. This category is based on specified use rather than the type of organization. A specific use by an organization might meet these criteria where another use does not. There are two fee structures available for Community Meetings: Community Meeting I is designated for most uses. These groups will receive a 65% discount from the Commercial Rate. This is referred to as **Rate C** in Exhibit 6 - Facility Fee Schedule. Community Meeting II is reserved for Community Meetings where the majority of participants are SMMUSD students. These groups will receive a 90% discount from the Commercial Rate. This is referred to as **Rate E** in Exhibit 6 - Facility Fee Schedule. As per the Civic Center Act, the conduct of religious services does not qualify for this rate.

4. **Basic:** The Board of Education recognizes the benefit to the District and the community made by non-profit organizations who work primarily with SMMUSD students. The activities by non-profit organizations that benefit SMMUSD students are placed in the Basic Category. For the purpose of this category, "primarily" is defined as being over 50% District student participation. These groups will be charged a Basic rate, an 80% discount off the Commercial Rate. This is referred to as **Rate D** in Exhibit 6 - Facility Fee Schedule. To qualify for this category, the corporation must present a Letter of Determination from the Internal Revenue Service stating the corporation is organized as a 501(c)(3) non-profit corporation.
5. **After School:** This category is restricted to non-profit organizations that provide programs for students immediately after school. They must be approved in writing by the Superintendent or designee. After school groups must present a Letter of Determination from the Internal Revenue Service stating the group is organized as a 501(c)(3) non-profit corporation. These uses will be charged the After School rate, a 90% discount off the Commercial Rate. This is referred to as **Rate E** in Exhibit 6 - Facility Fee Schedule.
6. **Affiliated:** The Board of Education recognizes the benefit to the District made by non-profit organizations whose primary purpose and activities are in direct and sole support of the Santa Monica-Malibu Unified School District, its schools and their programs, such as PTAs, Booster Clubs and the Santa Monica-Malibu Education Foundation (hereinafter referred to as "Affiliated Groups"). The District agrees to waive the facility rental fees for Affiliated Group activities. This is referred to as **Rate F** in Exhibit 6 - Facility Fee Schedule. They are required to pay the Facility Permit Fee and any personnel or other expenses incurred by the District specifically due to their facility use. Affiliated Groups will not pay Asset Replacement Fees. To qualify for this category, the organization must be approved as an Affiliated Group by the Facility Permit Office. This includes: submitting a copy of their Articles of Incorporation and Bylaws and presenting a Letter of Determination from the Internal Revenue Service stating the corporation is organized as a 501(c)(3) non-profit corporation.

F. Priority Use of Facilities

1. All school district programs and departments (e.g. Child Development) shall have first priority for shared use of facilities within the district as defined in the Education Code.
2. All school-related activities (clubs, class events, etc.) shall be given next priority in the use of facilities under the Civic Center Act.
3. Thereafter, the Board favors facility uses that provide extended learning opportunities to the school community and then to the community at-large.
4. Thereafter, the use of facilities will be on a first-come, first-served basis.

The Superintendent or designee shall make every effort to work with the cities of Santa Monica and Malibu with respect to coordinating the most efficient shared use of grounds and facilities, which is in keeping with the Board's vision, goals, belief statements and outcomes.

In extreme circumstances, any approved Facilities Use Permit may be revoked where need of the property for public school purposes has subsequently developed. In this case, SMMUSD will notify the user as soon as possible and will endeavor to assist the user in finding a suitable alternative location or date.

G. Division of Revenue with Sites

The Superintendent or designee shall establish procedures whereby a percentage of the fees collected for use of facilities shall be shared directly with the sites to maintain the physical integrity of the school sites.

H. Prohibitions & Restrictions

1. No District buildings or grounds shall be used for the purpose of employees conducting private tutoring, counseling, coaching, and/or assessments, for which a fee or other compensation is received.
2. District staff working a Facility Permit will be paid by the Facility Permit Office. At no time shall a facility user pay, compensate or tip District Staff directly for work at District Facilities unless approved in writing by the Superintendent or designee.
3. External users must report any employment of District staff to teach or work facility permits at school sites. When this is done, the outside user must have a facility permit, collect all funds, and disburse the salary or fee to the employee. District employees are required to report any employment by facility permit users on school sites to their supervisors.

ADOPTED
April 1, 1999

REVISED

CSBA DATE
June, 1997
November, 2006

<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>
1330	Community Relations	Use of School Facilities

<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>
Public Activities Involving Staff, Students or School Facilities		X	

Rental Requirements

The following requirements apply to all facility permit rentals in the district:

CONDITIONS FOR USE OF SCHOOL FACILITIES: Renters of school facilities agree that the District makes no representations or warranties as to the condition of the facilities which the Renter is entitled to use, and Renter agrees to take such property and facilities "AS IS." Renter acknowledges that it shall be the Renter's responsibility and obligation to assure that the property and facilities are in proper and safe condition to be used for the purpose anticipated; and Renter acknowledges that it shall be obligated to inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injuries to property and persons. The Renter of facilities agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use.

INDEMNIFICATION: Renter agrees to defend, indemnify and hold harmless the Santa Monica-Malibu Unified School District (District) , and its officers, agents, employees and volunteers from all claims including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of the Renter's use of the rented property and/or the acts of Renter, its subcontractors or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not. The District assumes no responsibility for any property placed on the premises. Renter further agrees to waive all rights of subrogation against the District. The preceding provisions do not apply to any damages or losses caused by the sole negligence or willful misconduct of the District or any of its officers, agents or employees.

INSURANCE: During the entire term of this agreement and any extension or modification thereof, the Renter shall maintain General Liability insurance coverage with a minimum limit of \$1,000,000 per occurrence and, if Renter's employees perform work on the premises, Worker's Compensation insurance per the statutory requirement. Insurance carriers providing the required coverage must have an A.M. Best's rating of "A" or better. A Certificate of Insurance must be provided with the application showing that the required coverage is in place and that the Santa Monica Malibu Unified School District is named an Additional Insured on the General Liability coverage. An Additional

Insured Endorsement page must be attached to the Certificate of Insurance.

SECURITY STATEMENT: The Renter states that, to the best of his or her knowledge, the school property for use 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. (Education Code 38135)

Division of Revenue with Sites

All Facility Permit revenues, after deductions for labor charge backs and other production related expense are split between the School Site used by the Permit and the Facility Permit Fund. Funds are distributed to the school site when received and deposited by the Facility Permit office. Principals are responsible for expending their share of the permit revenue at their site. These funds are allocated to maintain the physical integrity of the school sites, supervise and manage permit use at the site, and provide for ongoing or as yet undetermined maintenance, operation and/or renovation of the site's facilities. These are limited to:

- a. Custodial Equipment: Floor Equipment - Extractors, Strippers, Wet or Dry Vacuums, Auto Scrubber's Pressure Washer
- b. Custodial Supplies: Any Paper Stock, Lights, and Tools
- c. Gardening/Landscaping Supplies: Water Hoses, Trash Cans, Hand Tools
- d. Sports Equipment: Volleyball/Basketball Nets, Balls
- e. Auditorium supplies & equipment
- f. Bleachers, Tables, Chairs, Benches, outdoor furniture
- g. Paint - touch up in Gyms/Auditoriums
- h. Salaries and benefits for staff used for permits NOT covered by District

ADOPTED
November 28, 1988

REVISED

CSBA DATE
November, 2006

<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>
1330	Community Relations	Use of School Facilities

<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>
Public Activities Involving Staff, Students or School Facilities			X

**Exhibit 1
Rules of Use for Facilities**

School facilities are primarily for school programs and activities. The Board of Education also encourages and authorizes the use of school facilities by outside organizations and community groups when such use does not interfere with school functions. The Theater Operations and Facility Permit office coordinates and permits the use of school district facilities to all outside groups. These rules of use apply to all Facility Permits. There are additional rules that accompany filming and the use of theaters, kitchens, and athletic facilities.

GENERAL

1. Any use of school facilities shall comply with all State and local fire, health and safety laws. Persons or groups to whom permits, leases or other authorizations for the use of school property are granted shall insure that all activities carried on, all equipment used or placed upon school property and all foods or other items of personal property used or distributed shall comply with applicable State and local fire, health and safety laws and regulations.
2. Any use contrary to or in violation of any law, or of these rules and regulations, shall be grounds for cancellation of the permit and for removing the users from the property and may be grounds for barring such individual, group or organization from further use of the facilities of this district.
3. Any organization granted use of a District facility shall not deny the use of the facility to any person because of their race, religion, creed, national origin, ancestry, gender or sexual orientation.
4. The permit holder is responsible for preservation of order and enforcement of all regulations pertaining to the use of District facilities by all individuals on site for the permit.
5. The Facility Permit Office may require individuals or organizations to submit, in writing, the nature and purpose of the organization and the nature and purpose of the proposed use. Such information may be in addition to information requested on the Availability Request for Facilities form and may be considered an additional District application requirement.
6. No use may be granted in such a manner as to constitute a monopoly for the benefit of any one person or organization.

7. School premises shall not be used by any person or group as a political campaign headquarter.

WHAT NOT TO DO (PROSCRIPTIONS)

8. Smoking is not permitted on school property by state law.

9. There shall be no profane language, fighting, gambling or use of intoxicants, hallucinatory drugs or narcotics in or about the school buildings or premises. Violation of this rule shall be sufficient cause for cancellation of the Permit and requiring renter to vacate facility and denial of further use of school facilities.

10. Dogs or other animals (with the exception of certified service animals) are not allowed on District property without express written permission and authorization made as part of a Facilities Use Permit.

11. No wheeled vehicles, bicycles, toys, scooters, roller shoes, roller skates/blades, self-, electrical- or gas-powered mechanized devices of any kind are allowed on District property without express written permission and authorization made a part of a Facilities Use Permit.

12. The school office shall assume no responsibility for mail for a non-school group and shall not permit the use of the school telephone or district mail by any group or representative thereof.

FINANCIAL

13. An application fee and security deposit payment may be required prior to use of the facilities. Any fees associated with the permit must be paid to the Permit Office ten (10) business days prior to the event. If overtime or additional services are required beyond those included in the initial charge, the Applicant will be invoiced for the outstanding balance. Final payment must be received within thirty (30) days on invoice.

14. All rental fees and an estimate of services must be paid prior to the event. The following payment schedule will be followed:

- a. *The event is contracted a month or less prior to the event:* The entire Rental Fee and estimate of services is due upon signing of this agreement.
- b. *The event is contracted from one to three months prior to the event:* On half of the Rental Fee and estimate of services is due upon signing of the agreement. The second half of the Rental Fee and estimate of services must be received five business days prior to the commencement of the Term.
- c. *The event is contracted more than three months prior to the event:* One third of the Rental Fee and estimate of services is due upon signing of the contract. The second third of the Rental Fee and estimate of services must be received one month prior to the event. The final third of the Rental Fee and estimate of services must be received five business days prior to the event.
- d. *Ongoing regular events:* The renter will be billed on the fifteenth of each month. Payment must be received prior to the beginning of the next month.

15. The Renter may terminate this agreement at anytime. In such event, all rental fees previously paid by Renter to SMMUSD shall be deemed non-refundable and shall be retained by SMMUSD.

16. Nothing shall be sold, offered or advertised for sale on school premises including, but not limited to, items of literature without written permission of the Facility Permit office. Affiliated users are exempt from this rule.

17. The Director of Theater Operations and Facility Permits will set the fee at the time of application for any facilities not included in the Schedule of Charges.

SCHEDULES & PERSONNEL

18. District personnel must be on site for all Facility Permits. Permits will not be authorized unless a District representative is present. If such a request results in staff overtime costs the Applicant shall pay the direct cost of the services to the District in addition to the basic rental fee if applicable.

19. Facilities will not be opened earlier than requested for set up. If special arrangements are necessary, they must be included on the application.

20. Use of other structures, rooms or spaces on the Property not listed on the Invoice is not permitted under this agreement. Additional use must be contracted with a separate agreement or rider. Permit Users are not guaranteed District personnel, restrooms, or other building facilities unless requested on the Application and listed on the Invoice.

21. SMMUSD ensures Renter's exclusive use of the Facilities listed on the invoice during the term. However, SMMUSD retains the exclusive right to use all other buildings, facilities and equipment on the Property concurrent with the Renter's use of the Facilities. Renter hereby agrees and acknowledges that SMMUSD makes no representation or warranty that, the SMMUSD Users presence on, or use of, the Property will not interfere with any aspect of Renter's use of the Facilities.

22. All salaries and compensation to District employees working Facility Permits will be paid through the Facility Permit Office. No compensation or gratuities shall be offered to school personnel nor shall school personnel accept compensation or gratuities from renter.

23. Organizations permitted to use only outside school grounds and athletic fields will not automatically be provided with restrooms or other building facilities unless requested in writing. If such a request results in overtime costs, the organization shall pay direct costs.

24. In extreme circumstances, any approved Permit for Use of School Facilities may be revoked without previous notice where need of the property for public school purposes has subsequently developed. In this case, SMMUSD will notify the Renter as soon as possible and will endeavor to assist the Renter to find a suitable alternative location or date.

CARE OF THE FACILITIES

25. Renter shall not make, or cause to be made, any alterations, additions or improvements to or of Premises, or any part of equipment thereof, without prior written consent from the Director of Facility Permits. No structures may be erected or assembled on school premises, nor may any electrical, mechanical, or other equipment be brought thereon unless written approval has been obtained from the Facility Permit Office.

26. Any breakage, damage or loss of District property, beyond reasonable wear and tear, shall be paid for by the using organization even though such breakage, damage or loss is caused by spectators or observers who are not official members of the organization. The supervision of the organization should be sufficient to protect school property against all losses as a result of the activity. Cost of any loss shall be established by the Facility Permit Office and a proper invoice submitted to the responsible organization. Failure to pay for such damage promptly shall be grounds for refusal of future applications.

27. Groups must observe the ordinary rules of cleanliness and shall not leave any facility littered with paper or trash. If facilities are left littered and unsanitary, the using organization will be invoiced for the cost necessary to clean the facility.

28. School furniture or apparatus may not be removed or displaced without permission from and under the supervision of the school district employee supervising the activity.

29. Any person or group granted a permit to hold a meeting on school premises may post a sign announcing such a meeting in the place and manner designated by the principal, provided that such a sign shall not be larger than 24 inches by 48 inches in exterior dimensions. The sign shall not be posted more than one hour prior to the time of the meeting and shall be removed immediately after the meeting.

30. Decorations and signs must be flameproof and erected in such a manner as to not damage District property and must be removed immediately following the event or the organization will be charged extra labor fees. Decorations are not permitted on any painted surface nor hung from the ceiling. Any advertisement or handout material must be removed at the end of the event.

31. Renters are not allowed to store items at the sites unless authorized in writing by the Facility Permit Office. When permitted, an additional fee might apply. Permission to store items on site must be renewed with each permit. SMMUSD is not responsible for safety and security of renter's property brought on or stored on site.

32. District equipment that requires an operator must be operated by district personnel. Renters with appropriate skills may be authorized to operate district equipment at the discretion of the Facility Permit Office. All equipment and facilities to be used must be listed on the Application. Arrangements will be made by the District for trained personnel to operate District equipment, i.e., public address system, projectors, theater equipment etc. School equipment is not to be loaned or rented for use outside of school property.

SAFETY

33. The number of people present shall not exceed the posted seating capacity for the building. This is a FIRE REGULATION.

34. In locations where parking is allowed on school premises, all participants in use of the District facilities shall adhere to posted parking regulations. Vehicles must be parked in such a manner that fire fighting equipment may have easy access to buildings at all times. Vehicles not in compliance with these laws may be ticketed and towed. The District reserves the right to charge a parking fee on District property to all participants.

35. The District evaluates security personnel needs for each use. The hiring of District security personnel may be required for any activity with a large number of participants or spectators. All security staff, when requested by the Applicant and/or required by the District, shall be provided by the District. The organization is bound by the determination of the District and is responsible for District personnel salaries in addition to the basic rental fee if applicable.

36. All juvenile organizations or groups seeking use of school premises must have adequate adult supervision. Sponsors and supervisors of such groups shall at all times exercise control and maintain a high standard of conduct with all members of the group. The school district may require an organization to provide adequate security to maintain control and safeguard property.

GENERAL PROVISIONS

37. Renter shall not voluntarily, or by operation of law, assign or transfer this Rental Agreement or any interest therein, and shall not sublet Premises or any part thereof without SMMUSD's prior consent.

38. In the event that Premises are unavailable for use due to partial or total destruction, acts of nature, strikes, action by governmental agencies, *force majeure* or for any other reason beyond the exclusive reasonable control of SMMUSD, SMMUSD shall have the right to terminate this Agreement by refunding all deposits due Renter. If possession or use of the facility has begun, the rental and other charges shall be prorated.

39. In the event that either party shall retain the service of an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the costs of corporate staff counsel, and interest thereon at the prevailing legal rate.

40. Subject to the terms and conditions of this Agreement, if the Renter fails to perform any material term or condition of this Agreement, or otherwise breaches this Agreement, and such failure or breach continues after delivery of written notice from SMMUSD to the Renter, SMMUSD may, at its option and without any further demand terminate this Agreement and/or exercise any other right or remedy available at law or in equity.

a. Notwithstanding, the Director of Theater Operations has the immediate authority to curtail or terminate any activity that might result in personal harm or permanent damage to the facility.

d. Upon termination of this Agreement, pursuant to this Section, if the Renter is in occupancy of the Facilities, the

Renter shall promptly vacate the Facilities and the Property and shall forfeit all rights under this Agreement including any rights to monies due to, from or paid to SMMUSD in the form of use fees, rents, charges, and/or deposits.

c. In no event shall SMMUSD be responsible for any losses, including without limitation, any revenues, profits, costs, expenses, deposits or other fees, costs and expenses earned or accrued by the Renter, whether in connection with the Event or otherwise, as result of such termination.

d. SMMUSD shall not be subject to legal action or liable for damages in the event that Renter is in material default hereunder.

ADOPTED
November 28, 1988

REVISED

CSBA DATE
November, 2006

<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>	
1330	Community Relations	Use of School Facilities	
<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>
Public Activities Involving Staff, Students or School Facilities			X

Exhibit 2
Regulations for Use of School Cafeterias & Kitchens

The kitchens and cafeterias at the district school sites are integral to providing food and nutrition for our students. The kitchens are managed and the cafeterias utilized by Food & Nutrition Services (FNS). Use of these facilities by outside and school groups will not be allowed to disrupt the work of Food & Nutrition Services. Use of kitchens and cafeterias are allowed and permitted under the following regulations:

Cafeteria without Kitchen Use

1. Cafeterias are multi-purpose spaces used and managed by the school sites. When not in use by FNS, cafeterias are used and scheduled freely for school activities. School sites will work with custodial staff to daily restore the space for FNS use.
2. Cafeterias are available for permitting by outside groups and are designated as a Civic Center space. Use must be permitted through the Facility Permit office.
3. School and Facility Permit holders may use sinks and counter spaces in the Kitchens, for simple activities such as making coffee or cutting cakes as part of this use. The use of kitchen equipment, tools or supplies is prohibited unless the use of the kitchen is included in the agreement or permit. All kitchen use must follow the regulations below. Unauthorized use of the kitchen facilities will result in a discontinuation of permit and use.

Kitchen Use

4. All use of kitchen facilities, equipment or supplies for cooking and preparation of food must receive special authorization by the Director of FNS. School sites will work directly with FNS for authorization. Permit users will coordinate their use through the Facility Permit office.
5. A Food Services employee shall be on duty whenever the cafeteria kitchens are being used. At no time is the kitchen to be open for use without Food Services employee present the full time.
6. Arrangements shall be made with the Director of FNS by the using organization at least two weeks prior to the function so that an understanding may be reached as to the use of the facility.
7. The organization using the kitchen shall be responsible for the preparation of the food, the serving of the food and the cleaning of the serving room and kitchen, washing the dishes, pots and pans used, and performing other necessary duties in order to leave the kitchen and premises in the condition in which it was found.
8. The Food Service employee shall not be expected to take the responsibility for the preparation of the food unless the meal

is being prepared as a function of FNS. Their duties are primarily to direct, assist, and supervise the proper use of cafeteria equipment and facilities and to assume the responsibility of assuring the facility is left clean and in good order.

9. Breakage, damage, or loss of equipment shall be paid by the organization using the Food Service facilities.
10. School Site and Facility Permit users will be charged the direct cost to the district for hiring the Food Service employee as per the agreement with classified staff. There is a three hour minimum for all employee work calls. When the work exceeds their regular assignment, the employee will be compensated at a rate of one and half times their salary.
11. School sites will be billed by the FNS Office and will be responsible for compensating the FNS for the costs. Permit users will be invoiced the estimate of use prior to the event by the Facility Permit office. This must be paid in full prior to the event. Any additional costs or damage will be invoiced to the permit user following the event. The security deposit will be returned after the final invoice is paid.
12. Use of district kitchens will only be allowed on non-school days and on school days between 2:30 p.m. and 9:30p.m. Exceptions must be authorized in writing by the Director of FNS.
13. Use of refrigerators must be arranged in advance with the Food Service employee for the space. Requirements of the cafeteria receive first consideration.
14. Any leftover food and/or beverages belonging to the organization must be removed from the cafeteria site immediately following the function by the using organization. Any leftover food and/or beverages will be discarded by the Food Service employee the following working day.
15. No home-prepared foods may be sold or served as meals or refreshments on campus during school days. Food may be sold or served on campus only if prepared in our school kitchens under conditions approved by the City or County Health Department or from an approved source.
16. Commercial caterers may only use Food Service facilities with written permission by the Director of FNS.
17. FNS will not generally provide catered meals except for school-sponsored events. When FNS prepares or serves catered meals, the school or permit user will be charged the prevailing rate approved by the school district.
18. No child under fifteen years of age shall be allowed in the kitchen area.
19. Any use contrary to or in violation of any law, or of these rules and regulations, shall be referred to the Director of FNS (and in relation to permit users, the Director of Facility Permits) for consideration and disposition. Abuse of the Cafeterias & Kitchens may be grounds for cancellation of use or permit; for removing the users from the property; and/or may be grounds for barring such individual, group or organization from further use of the facilities of this district.

ADOPTED
November 28, 1988

REVISED

CSBA DATE
November, 2006

<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>	
1330	Community Relations	Use of School Facilities	
<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>
Public Activities Involving Staff, Students or School Facilities			X

**Exhibit 3
Regulations for Use of Barnum Hall & District Theaters**

The Santa Monica Malibu Unified School District has a number of high quality Theaters, Auditoriums & Amphitheaters. These spaces are the centers of the cultural life at our schools. They are the venues for our award winning Performing Arts programs. Making them available for rental expands the cultural and entertainment opportunities for our schools and local communities.

The District performing arts spaces are managed by the Theater Operations Office. The following regulations apply to all use of Theaters & Auditoriums:

A. **TERMS:** The use the Facilities will be guaranteed when this Agreement is fully signed and its requirements are met. A reservation of calendar dates shall not be confirmed until this Agreement is fully executed and the Rental Fee and estimate of charges is paid according to the Payment Schedule.

1. The Full Rental Day is a fourteen (14) hour day. If the use extends past 14 hours in a single day, the Renter will pay an overtime rate of one tenth the rental rate per hour for every hour that exceeds the fourteen hours. The Half Day is a six (6) hour day. If the use extends past six hour, the Renter will be charged the full day rate for all facilities being used.

2. The Renter shall have no right to use the Facilities for any purpose whatsoever prior to the commencement date/time or termination date/time specified in this agreement.

3. A rehearsal may not, by definition, include more than 25 people in the audience section without prior approval of the Director of Theater Operations. A rehearsal in violation of this standard shall be deemed and charged as a performance.

B. **INSURANCE:** The use of SMMUSD Theaters and Auditoriums requires a General Public Liability Insurance minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. This is an increase from the standard rental agreement.

C. **USE OF FACILITIES:** Except as otherwise expressly provided in this Agreement, SMMUSD shall not be responsible for the planning, advertising, marketing, setup and preparation of the Facilities, security, public safety services, admissions and admission/credential control, crowd control, speaker, performance or entertainment bookings, catering, food and beverage service, lighting, audio-visual services or any other aspect of the Event. If the Renter requires such services from SMMUSD, the Renter shall pay to SMMUSD all costs and expenses incurred by SMMUSD for such work. The Renter shall take all appropriate and necessary actions to protect the Facilities and any personal property or equipment located thereon from damage of any

type and shall comply with all requests made by SMMUSD with regard to the protection of the Facilities and any personal property or equipment located thereon.

1. The Renter shall leave the Facilities in substantially as good condition as when received by it excepting reasonable wear and tear and use. The Renter shall immediately restore the Facility to its prior condition.

2. The Renter shall remove all sets, structures and other material and equipment from Facilities. Unless otherwise agreed to by the parties in writing, any equipment or furnishings of the Renter which are left at the Property or Facilities for more than 48 hours after the event, shall be deemed abandoned by the Renter and may be disposed or used of by SMMUSD in its sole and absolute discretion. The Renter will be responsible for any fees incurred due to the disposal of Abandoned Equipment.

D. MACHINERY, FLAMMABLE MATERIALS AND EQUIPMENT: The Renter shall abide by the following safety requirements:

1. The Renter shall not erect any engine, motor or other machinery on Premises or use any gas, electricity, flammable liquid, candles, or charcoal without prior written approval of the Director of Theater Operations or his designated representative. All such devices and effects must be permitted in accordance with all city, county, state and national laws.

2. As a rule the Renter shall not, and shall strictly prohibit, use, exhibit or lighting of fireworks, explosive or open flames (including burning candles) anywhere on the Property. Permission for use will be granted in writing solely by the Director of Theater Operations after consideration of all safety concerns and approval by the Fire Department, Police Department or any other required public safety entity.

3. All Special Effects that have any possibility of injuring any persons or damaging any equipment or facilities must be approved in writing by the Director of Theater Operations or his designated representative, which consent shall be granted in its sole and absolute discretion.

4. All Electrical connections in the Facility between house power and equipment exceeding 120v must be approved by the Director of Theater Operations and if necessary a certified electrician.

5. The Renter shall not erect, connect or attach any decorative scenery or other materials to any facilities so as to damage any of the Facilities without the prior written approval of the Director of Theater Operations or his designated representative. The Theatre Operations Staff reserves the right to prevent the hanging of materials deemed unsafe in any way.

6. Any and all scenery or decorative material shall be of a noncombustible type or be suitably treated with a flame retardant as defined in Section 13115 of the Health and Safety Code of the State of California. The Renter must have flame retardant certificates on hand for all such materials.

7. All theater technical equipment, including but not limited to lighting, sound, rigging and stage mechanics, must be operated by Theater Operations staff or personnel approved by the Director of Theater Operations.

8. The Renter agrees and acknowledges that all amplified sounds are under the sole and absolute authority of the Director of Theater Operations or his designated representative. Sound levels shall not exceed 98DB.

9. Animals are prohibited from being on the property, with exception of service animals. Permission to use them as part of the event must be received in writing prior to the Event by the Director of Theater Operations or his designated representative.

E. PERSONNEL: The Facilities shall at all times be under the control of the SMMUSD Director of Theater Operations or a designated representative. He will be the official representative of SMMUSD in all areas regarding this agreement and the use of the space. A SMMUSD staff member must be present at all times the facilities are occupied.

1. SMMUSD has the right and responsibility to determine SMMUSD personnel required to support the event. The number and type of personnel required for the event and the cost to the Renter are detailed in the Invoice.

2. The Director of Theater Operations will be responsible for calling and hiring the technical personnel requested by Renter, and SMMUSD reserves the right to call and hire the number of personnel SMMUSD deems necessary for a particular event. SMMUSD reserves the right to operate any and all of its own equipment.

3. The Director of Theater Operations reserves the right to permit designated SMMUSD employees to enter the Facilities at all times and to require, without charge, a reasonable number of tickets, admission passes or other necessary credentials to facilitate the operation of the event.

F. CONCESSIONS/ LOBBY SALES OF SOUVENIR AND PROGRAMS: SMMUSD retains the right to provide exclusive concession service. The items served and prices charged shall be at the discretion of SMMUSD. All concession fees belong to, and are reserved by and for the sole benefit and use of SMMUSD.

1. Programs, records, tapes, and other similar media, may be sold if they relate to the performance and are sold in conjunction with Renter's event. Renter is responsible for payment of applicable sales taxes. All items to be sold must have SMMUSD's prior approval.

2. Catering service may be arranged by Renter, subject to prior approval by SMMUSD Director of Theater Operations. Renter will be charged for clean-up of food preparation and serving areas as necessary. The dispensing or sale of alcoholic beverages is strictly prohibited.

3. Food and Drink are strictly prohibited in SMMUSD Theaters & Auditorium and may only be in designated areas (i.e. Green Room in Barnum Hall).

G. PARKING: SMMUSD retains the right to either provide exclusive parking service or to rent the available parking to the Renter for the event. All parking fees belong to, and are reserved by and for the sole benefit and use of SMMUSD.

H. ADVERTISING: Renter shall not advertise any performances or the appearance of any performer on Premises unless agreements between all parties involved have been properly executed and provided to SMMUSD.

1. Renter shall not use the name of Santa Monica Malibu Unified School District, Barnum Hall, Samohi, or the name of the any SMMUSD School in any way other than as the location for a particular event.

2. Signs may be posted on bulletin boards provided for such use, upon the prior approval of SMMUSD's Director of Theater Operations. Signs may not be placed anywhere else on the Property without SMMUSD's prior consent. Advertising material which does not pertain completely to the immediate attraction may not be circulated on the Property. Under no circumstances may advertising material be circulated in parking facilities or walkways adjacent to Property.

I. COPYRIGHT LICENSE: The Renter shall secure, at its sole cost and expense, all applicable copyright licenses. The Renter shall indemnify, defend and hold SMMUSD harmless from all claims of copyright violation of any kind in connection with the Renter's use of the Facilities and Property. The indemnification obligations of this section shall survive the termination of this Agreement.

J. FILMING RIGHTS: There shall be no filming or recording other than for archival purposes unless both parties also sign the Filming Rider.

1. Renter grants permission to SMMUSD to photograph the event and use the photographs for promotional and archival purposes.

K. COMPLIANCE WITH LAW AND RULES: Renter shall not use Facilities or permit anything to be done in or about Property which will in any way conflict with any law, statute, ordinance or governmental rule or regulation.

1. Any performer or any other person whose conduct is objectionable, disorderly or disruptive to the use of the facility or in violation of any law shall be refused entrance and shall be immediately ejected from Property. Renter shall defend, indemnify and hold SMMUSD harmless for any claim resulting from such action.

ADOPTED
November 28, 1988

REVISED

CSBA DATE
November, 2006

<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>	
1330	Community Relations	Use of School Facilities	
<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>
Public Activities Involving Staff, Students or School Facilities			X

EXHIBIT 4
Regulations for Use of Athletic Facilities

- A. Specialized District Physical Education and Athletic facilities include, but are not limited to, all pools, playfields, tracks, playgrounds, gymnasiums, fitness centers, multi-purpose rooms, wrestling rooms, dance rooms, weight training rooms, outdoor athletic courts, tennis courts, shower rooms, locker rooms, associated restrooms/dressing rooms and any other facilities designated as such.
- B. Use of these facilities outside of the school day requires either an internal permit for school use and school approved use or a facility permit issued to external users by the Facility Permit Office or one of the authorized joint use partners.
- C. An approved/authorized internal permit for School / District Sponsored or an external facility permit must be completed and on file prior to scheduling any event on or in any of the Athletic facilities.
- D. Athletic Facilities are designated for organized athletic activity only, unless the permit specifies otherwise.
- E. Permit holders must refrain from excessive noise or using whistles prior to 8am Monday - Saturday and 9am on Sundays, and avoid unnecessary noise during other times. Permission must be received in writing from the permit supervisor to utilize amplified sound, drums or other instruments.
- F. Use of facilities is limited to those identified on the permit during the dates and times indicated and for the stated purpose. Permits are not transferable.
- G. Permitted time should include warm-up time if use of the field is desired for warming up players. Cleats of any type are not allowed on open green space.
- H. For your safety and the enjoyment of all users, the following are prohibited on all playing fields:
- Metal cleats (*EXCEPTION: baseball*)
 - Permanent marking materials
 - Animals
 - Bicycles, skateboards or unauthorized vehicles
- I. In addition to the above, the following are prohibited on artificial turf fields:
- Food or beverage (except water)
 - Sunflower seeds
 - Chewing gum
 - Tents or shade structures
 - Staked equipment (flags, goals, etc.)

J. Any behavior or activity that is determined by the district staff to be unsafe, a violation of park rules or unsportsmanship like conduct is prohibited. Examples of unsportsmanship like conduct include: aggressive, intimidating, abusive or threatening actions, cursing or fighting. The Police may be called and violators may be required to vacate the premises or may be subject to arrest.

K. Permits may be revoked and/or denied in the future if there is any violation of these rules or any abuse of the privilege of using Athletic facilities or equipment.

L. Permit holders are to share these rules and regulations with visiting teams.

INCLEMENT WEATHER FIELD CLOSURE PROCEDURE

Weekday Process

1. If there has been inclement weather in the past 48 hours, Facility Management staff will inspect the athletic fields each morning by 11am and make a decision whether the field will be open for play.
2. Facility Management staff will contact the Facility Permit staff with decision. Staff will record the decision on the "Field Use Info Line" (310-255-0445) by noon and include the date.
4. Occasionally, further updates may be recorded on the line in the afternoon if weather changes (either begins to rain or has become sunny, and warm causing field conditions to change).
5. Facility Management staff will put up "field closed" signs and take them down as field conditions change.

Weekend Process

1. If there is inclement weather within the past 48 hours, the Sports Facility Coordinator will inspect the field in the morning between 7am-9am and make a decision whether the fields are open for play (note: some fields may be open while others are closed based on weather and drainage conditions).
 2. Staff will record the decision on the info line between 9 and 10 am
- Steps 3-5 remain the same.

Artificial Turf Fields: Permittee has the option of using the field during inclement weather, providing there is no thunder or lightning. Rainouts will result in rescheduling of field use if possible or refund.

SWIMMING POOLS

The following conditions apply to use of district swimming pools located at Santa Monica High School, Malibu High School and Lincoln Middle School:

1. Outside groups requesting use of district swimming pools must secure a permit from the District Facility Permit Office or one the Joint Use Partners.
2. An appropriate number of lifeguards will be assigned to be on duty during the time period of the permit. Lifeguards will be assigned at a three-hour minimum. Permit Holders assume the costs for Lifeguards.

ADOPTED

REVISED

CSBA DATE

June 12, 2003

<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>	
1330	Community Relations	Use of School Facilities	
<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>
Public Activities Involving Staff, Students or School Facilities			X

**Exhibit 5
Regulations for Filming at
Santa Monica - Malibu Unified School District**

The Santa Monica Malibu Unified School District (SMMUSD) is a Film Friendly District. The Theater Operations Office is staffed with industry professionals who are here to bridge the needs of the production companies and the schools. The Theater Operations Office handles all aspects of filming from permissions, releases, agreements, permitting and facilitates all parts of the filming process. Filming is not allowed to negatively impact school activities. All care will be given to minimize distraction and interruption by filming. The District also appreciates the positive aspects that filming brings, including showing off the school and its students in a positive light, as a teaching opportunity of a primary industry in our communities and as a source of needed revenue to enhance school facilities.

In support of these goals, SMMUSD allows filming and recording on District property in the following categories: In house productions, including student films; News & Documentary Filming and Commercial Filming and Recording. This Administrative Regulation concerns only Commercial Filming Fees and personnel costs are available in AR7 - Fee Schedule. The District does not have special rates for non-profit or independent filming.

All Commercial Filming is managed by the Theater Operations Office. The following regulations apply to all Filming or Recording of District Facilities:

A. **TERMS:** The use the Facilities is guaranteed when this Agreement is fully signed and its requirements are met. A reservation of calendar dates shall not be confirmed until this Agreement is fully executed and the Rental Fee and estimate of charges is paid according to the Payment Schedule.

1. The Full Rental Day is a fourteen (14) hour day. If the use extends past 14 hours in a single day, the Renter will pay an overtime rate of one tenth the rental rate per hour for every hour that exceeds the fourteen hours. The Half Day is a six (6) hour day. If the use extends past six hour, the Renter will be charged the full day rate for all facilities being used.
2. The Renter shall have no right to use the Facilities for any purpose whatsoever prior to the commencement date/time or termination date/time specified in this agreement.
3. Prep/Strike Days are charged one half of the daily filming rate. Hold days are negotiated as part of the agreement.

B. INSURANCE: Filming and Recording require a General Public Liability Insurance minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. This is an increase from the standard rental agreement.

C. USE OF FACILITIES: Except as otherwise expressly provided in this Agreement, SMMUSD shall not be responsible for the planning, advertising, marketing, setup and preparation of the Facilities, security, public safety services, admissions and admission/credential control, crowd control, speaker, performance or entertainment bookings, catering, food and beverage service, lighting, audio-visual services or any other aspect of the Event. If the Renter requires such services from SMMUSD, the Renter shall pay to SMMUSD all costs and expenses incurred by SMMUSD for such work. The Renter shall take all appropriate and necessary actions to protect the Facilities and any personal property or equipment located thereon from damage of any type and shall comply with all requests made by SMMUSD with regard to the protection of the Facilities and any personal property or equipment located thereon.

1. The Renter shall leave the Facilities in substantially as good condition as when received by it excepting reasonable wear and tear and use. The Renter shall immediately restore the Facility to its prior condition.

2. The Renter shall remove all sets, structures and other material and equipment from Facilities. Unless otherwise agreed to by the parties in writing, any equipment or furnishings of the Renter which are left at the Property or Facilities for more than 48 hours after the event, shall be deemed abandoned by the Renter and may be disposed or used of by SMMUSD in its sole and absolute discretion. The Renter will be responsible for any fees incurred due to the disposal of Abandoned Equipment.

D. MACHINERY, FLAMMABLE MATERIALS AND EQUIPMENT: The Renter shall abide by the following safety requirements:

1. The Renter shall not erect any engine, motor or other machinery on Premises or use any gas, electricity, flammable liquid, candles, or charcoal without prior written approval of the Director of Theater Operations or his designated representative. All such devices and effects must be permitted in accordance with all city, county, state and national laws.

2. As a rule the Renter shall not, and shall strictly prohibit, use, exhibit or lighting of fireworks, explosive or open flames (including burning candles) anywhere on the Property. Permission for use will be granted in writing solely by the Director of Theater Operations after consideration of all safety concerns and approval by the Fire Department, Police Department or any other required public safety entity.

3. All Special Effects that have any possibility of injuring any persons or damaging any equipment or facilities must be approved in writing by the Director of Theater Operations or his designated representative, which consent shall be granted in its sole and absolute discretion.

4. All Electrical connections in the Facility between house power and equipment exceeding 120v must be approved by the Director of Theater Operations and if necessary a certified electrician.

5. The Renter shall not erect, connect or attach any decorative scenery or other materials to any facilities so as to damage any of the Facilities without the prior written approval of the Director of Theater Operations or his designated representative. The Theatre Operations Staff reserves the right to prevent the hanging of materials deemed unsafe in any way.

6. Any and all scenery or decorative material shall be of a noncombustible type or be suitably treated with a flame retardant as defined in Section 13115 of the Health and Safety Code of the State of California. The Renter must have flame retardant certificates on hand for all such materials.

7. All theater technical equipment, including but not limited to lighting, sound, rigging and stage mechanics, must be operated by Theater Operations staff or personnel approved by the Director of Theater Operations.

8. The Renter agrees and acknowledges that all amplified sounds are under the sole and absolute authority of the Director of Theater Operations or his designated representative. Sound levels shall not exceed 98DB.

9. Animals are prohibited from being on the property, with exception of service animals. Permission to use them as part of the event must be received in writing prior to the event by the Director of Theater Operations or his designated representative.

E. PERSONNEL: The Facilities shall at all times be under the control of the SMMUSD Director of Theater Operations or a designated representative. He will be the official representative of SMMUSD in all areas regarding this agreement and the use of the space. A SMMUSD staff member must be present at all times the facilities are occupied.

1. SMMUSD has the right and responsibility to determine SMMUSD personnel required to support the event. The number and type of personnel required for the event and the cost to the Renter are detailed in the Invoice.

2. The Director of Theater Operations will be responsible for calling and hiring the technical personnel requested by Renter, and SMMUSD reserves the right to call and hire the number of personnel SMMUSD deems necessary for a particular event. SMMUSD reserves the right to operate any and all of its own equipment.

3. The Director of Theater Operations reserves the right to permit designated SMMUSD employees to enter the Facilities at all times and to require, without charge, a reasonable number of tickets, admission passes or other necessary credentials to facilitate the operation of the event.

F. PARKING: SMMUSD retains the right to either provide exclusive parking service or to rent the available parking to the Renter for the Event. All parking fees belong to, and are reserved by and for the sole benefit and use of SMMUSD.

G. COPYRIGHT LICENSE: The Renter shall secure, at its sole cost and expense, all applicable copyright licenses. The Renter shall secure, at its sole cost and expense, all applicable copyright licenses to film any third party signage or logo located on the Premises. The Renter shall indemnify, defend and hold SMMUSD harmless from all claims of copyright violation of any kind in connection with the Renter's use of the Facilities and Property. The indemnification

obligations of this section shall survive the termination of this Agreement.

H. FILMING RIGHTS: SMMUSD herein irrevocably grants the Renter the right to use, photograph and record (including without limitations by means of motion picture, still or video device photography) the Premises (the "Recordings"), including any signs located thereon that identify the Premises as the School Site, subject to the limitations set forth below. Renter shall have the right to refer to the Premises or any part thereof by any fictitious name and the right to refer to any real or fictitious events as having occurred on the Premises, provided Renter has obtained necessary approvals, if any, prior to such use.

1. Notwithstanding the above grant of rights, in the event the Recordings include any signage or other identifying marks that represent the Premises as Santa Monica High School, SMMUSD shall be provided absolute prior written script approval that may be granted or withheld in SMMUSD's sole discretion.

2. Renter shall have the right to, and to license others to reproduce, edit, distribute, exhibit, advertise, publicize, promote and otherwise exploit the Recordings, exclusively in connection with the project currently called, _____ (the "Project") in any and all media, whether now known or hereafter devised, throughout the world in perpetuity. Renter shall be the sole owner of all right, title and interest, under copyright or otherwise, in and to the Project and all Recordings, whether or not included in the Project. Any use of the Recordings in any manner other than as part of the Project is strictly prohibited and restricted. If Renter requires use of the Recordings in a manner than as part of the Project, Renter must obtain prior written permission from SMMUSD, which may be granted or withheld in SMMUSD's sole discretion.

3. Renter shall indemnify and hold harmless SMMUSD from any claim, action or demand made against SMMUSD that use of the Recordings is defamatory or an infringement of a party's right of privacy or publicity or other personal or property right, including copyright and trademark infringement.

I. COMPLIANCE WITH LAW AND RULES: Renter shall not use Facilities or permit anything to be done in or about Property which will in any way conflict with any law, statute, ordinance or governmental rule or regulation.

1. Any performer or any other person whose conduct is objectionable, disorderly or disruptive to the use of the facility or in violation of any law shall be refused entrance and shall be immediately ejected from Property. Renter shall defend, indemnify and hold SMMUSD harmless for any claim resulting from such action.

ADOPTED
June 4, 2003

REVISED

CSBA DATE

<u>NUMBER</u>	<u>ARTICLE</u>	<u>TITLE</u>	
1330	Community Relations	Use of School Facilities	
<u>SUBTOPIC</u>	<u>POLICY</u>	<u>REGULATION</u>	<u>EXHIBIT</u>
Public Activities Involving Staff, Students or School Facilities			X

**Exhibit 6
Rental Fee Schedule**

General Fees

A Facility Permit Fee of \$25.00 is charged for each permit to all users. This fee defrays the administrative costs associated with issuing permits.

Personnel Fees

A District staff member must be on site for all outside events. Some facilities and activities require the use of District Staff to clean, run equipment, provide security or generally support the event. An Estimate of Rental Fees and Personnel Costs will be developed based on each renters needs. Required staffing is at the discretion of the Director of Theatre Operations. Due to insurance requirements & protection of our equipment, renter-supplied staff will only be allowed to operate district equipment by permission of the Director of Theatre Operations & Facility Permits or his designee.

Personnel are paid by the hour, beginning with the first hour of each rental. All calls are for 3 hour minimums. Rates are as follow:

- *Regular Time:* the first 8 hours in any day up to forty hours in any week. A day is from 7 am to midnight.
- *Overtime:* Paid at 1.5 times regular rate for any hours over eight in one day, or over forty cumulative hours in one week.
- *Double Time:* Paid at 2 times the regular rate for any hours between 12:01 am and 6:59 am, or any hours over twelve hours in one day.

Current Personnel Fees:

Director of Theatre Operations	\$60.00 per hour
Technical Theatre Coordinator	\$40.00 per hour
Technical (A/V)	\$37.71 per hour
Technical - Department Head	\$42.50 per hour
Stage Technician (all depts.)	\$32.50 per hour
Student Crew	\$10.00 per hour
House Manager	\$35.00 per hour
Site Representative	\$30.00 per hour
Security	\$37.50 per hour
Custodial	\$37.50 per hour
Life Guard	\$30.00 per hour

Rates for Classified Personnel are based on the high average of cost per hour of the members in the classification. In some situations, the rates are lower based on the use of available personnel. The selection of personnel to work an event is based on the staff rotation agreement the district has with the classified personnel union.

Break Policies:

- A meal break needs to be called between three and five hours into the work shift.
- Meal breaks are for one half hour off the clock for Classified Crews.
- Meal breaks for stage technicians are one hour off the clock. A one half hour "working meal" may be called for stage technicians. The meal is on the clock and the renter must feed the crew.
- A work/coffee break of 15 minutes shall be given, on the clock, every 2-3 hours depending on the meal schedule.

Equipment and Asset Replacement Fees

User groups are charged for rental of special equipment that does not normally come with the equipment. Fees are determined by the Facility Permit Office on a per use basis. Asset Replacement Fees are charged to cover expendable use of equipment. This is primarily applied in the use of theaters, amphitheaters, auditoriums, gyms and pools.

ADOPTED	REVISED	CSBA DATE
November 28, 1988	July 1, 1993	
	June 12, 2003	
	September 9, 2004	
	August 31, 2006	

FACILITY PERMIT FEES
RATES ARE CHARGED BY THE HOUR

Facility	RATE A Commer- cial	RATE B Direct	RATE C Community Meeting I	RATE D Basic	RATE E Community Meeting II & After School	RATE F Affiliate
School Rooms						
Classroom, Conference Room	\$30.00	\$15.00	\$10.50	\$6.00	\$3.00	\$0.00
Library	\$50.00	\$25.00	\$17.50	\$10.00	\$5.00	\$0.00
Music, Choral, Band Room	\$50.00	\$25.00	\$17.50	\$10.00	\$5.00	\$0.00
Cafeterias/Cafetoriums (w/o kitchen)						
Elementary	\$75.00	\$37.50	\$26.25	\$15.00	\$7.50	\$0.00
Middle	\$90.00	\$45.00	\$31.50	\$18.00	\$9.00	\$0.00
High School	\$100.00	\$50.00	\$35.00	\$20.00	\$10.00	\$0.00
Kitchens						
Elementary	\$36.00	\$18.00	NA	\$7.20	NA	\$0.00
Middle	\$40.00	\$20.00	NA	\$8.00	NA	\$0.00
High Schools	\$70.00	\$35.00	NA	\$14.00	NA	\$0.00
Gyms/Gym Rooms						
Lincoln MS Gym, practice	\$75.00	\$37.50	NA	\$15.00	\$7.50	\$0.00
Lincoln MS Gym, game/event	\$150.00	\$75.00	NA	\$30.00	NA	\$0.00
Adams MS Gym, practice	\$75.00	\$37.50	NA	\$15.00	\$7.50	\$0.00
Adams MS Gym, game/event	\$150.00	\$75.00	NA	\$30.00	NA	\$0.00
Malibu Old Gym, practice	\$75.00	\$37.50	NA	\$15.00	\$7.50	\$0.00
Malibu Old Gym, game/event	\$150.00	\$75.00	NA	\$30.00	NA	\$0.00
Malibu New Gym (3 courts), practice	\$100.00	\$50.00	NA	NA	NA	\$0.00
Malibu New Gym (3 courts), game/event	\$200.00	\$100.00	NA	NA	NA	\$0.00
Samohi, North Gym (1 court), practice	\$100.00	\$50.00	NA	NA	NA	\$0.00
Samohi, North Gym (1 court), game/event	\$200.00	\$100.00	NA	NA	NA	\$0.00
Samohi, South Gym (3 courts), practice	\$75.00	\$37.50	NA	\$15.00	\$7.50	\$0.00
Samohi, South Gym (3 courts), game/event	\$150.00	\$75.00	NA	\$30.00	NA	\$0.00
Samohi, North Gym Wrestling Room	\$50.00	\$25.00	NA	\$10.00	NA	\$0.00
Samohi, North Gym Dance Room	\$50.00	\$25.00	NA	\$10.00	NA	\$0.00
Discounts Per Category						
		50%	65%	80%	90%	100%
		Discount	Discount	Discount	Discount	Discount
Facility	RATE A Commer- cial	RATE B Direct	RATE C Community Meeting I	RATE D Basic	RATE E Community Meeting II & After School	RATE F Affiliate
Sports Fields (practice or game)						
Samohi, West Field*	\$100.00	\$50.00	NA	\$20.00	NA	\$0.00
Samohi, North Field, Football/Soccer	\$100.00	\$50.00	NA	\$20.00	NA	\$0.00
Samohi, North Field, Baseball	\$80.00	\$40.00	NA	\$16.00	NA	\$0.00
Samohi, Softball Field	\$80.00	\$40.00	NA	\$16.00	NA	\$0.00
Malibu HS, Main Field	\$100.00	\$50.00	NA	\$20.00	NA	\$0.00
Malibu HS, Baseball/Softball Fields	\$80.00	\$40.00	NA	\$16.00	NA	\$0.00
Malibu HS, Upper Auxiliary Field	\$80.00	\$40.00	NA	\$16.00	NA	\$0.00
Malibu HS, Lower Auxiliary Field	\$80.00	\$40.00	NA	\$16.00	NA	\$0.00
Adams MS, North Field, Soccer*	\$100.00	\$50.00	NA	\$20.00	NA	\$0.00
Adams MS, South Field, Football/Soccer*	\$100.00	\$50.00	NA	\$20.00	NA	\$0.00

Adams MS, South Field, Softball/Baseball*	\$80.00	\$40.00	NA	\$16.00	NA	\$0.00
Lincoln MS, Field, Football/Soccer	\$75.00	\$37.50	NA	\$15.00	NA	\$0.00
Elementary Playfield w/o restrooms	\$60.00	\$30.00	NA	\$12.00	\$6.00	\$0.00
Elementary Playfield w/restrooms	\$80.00	\$40.00	NA	\$16.00	\$8.00	\$0.00
Elementary Outdoor Court w/o restrooms	\$25.00	\$12.50	NA	\$5.00	\$2.50	\$0.00
Elementary Outdoor Court w/restrooms	\$45.00	\$22.50	NA	\$9.00	\$4.50	\$0.00
*FIELD LIGHTS AS NEEDED, per hour	\$40.00	\$30.00	NA	\$30.00	NA	\$0.00

Track and Field						
Samohi, practice*	\$60.00	\$30.00	NA	\$12.00	NA	\$0.00
Samohi, meet*	\$100.00	\$50.00	NA	\$20.00	NA	\$0.00
Malibu HS, practice	\$60.00	\$30.00	NA	\$12.00	NA	\$0.00
Malibu HS, meet	\$100.00	\$50.00	NA	\$20.00	NA	\$0.00
Lincoln MS, practice	\$50.00	\$25.00	NA	\$10.00	NA	\$0.00
Lincoln MS, meet	\$75.00	\$37.50	NA	\$15.00	NA	\$0.00
*FIELD LIGHTS AS NEEDED, per hour	\$40.00	\$30.00	NA	\$30.00	NA	\$0.00

Discounts Per Category		50%	65%	80%	90%	100%
		Discount	Discount	Discount	Discount	Discount
Facility	RATE A Commer- cial	RATE B Direct	RATE C Community Meeting I	RATE D Basic	RATE E Community Meeting II & After School	RATE F Affiliate

Tennis Courts						
Samohi, Practice and Recreational Play, per court	\$10.00	\$5.00	NA	\$2.00	NA	\$0.00
Samohi, Tournament or Private Instruction, per court	\$25.00	\$12.50	NA	\$5.00	NA	\$0.00
Malibu HS, Practice and Recreational Play, per court	\$10.00	\$5.00	NA	\$2.00	NA	\$0.00
Malibu HS, Tournament or Private Instruction, per court	\$25.00	\$12.50	NA	\$5.00	NA	\$0.00
Lincoln MS, Practice and Recreational Play, per court	\$10.00	\$5.00	NA	\$2.00	NA	\$0.00
Lincoln MS, Tournament or Private Instruction, per court	\$20.00	\$10.00	NA	\$4.00	NA	\$0.00
Adams MS, Practice and Recreational Play, per court	\$10.00	\$5.00	NA	\$2.00	NA	\$0.00

Outdoor Basketball Courts						
Samohi, per court	\$15.00	\$7.50	NA	\$3.00	\$1.50	\$0.00
Malibu HS, per court	\$15.00	\$7.50	NA	\$3.00	\$1.50	\$0.00
Lincoln MS, per court	\$15.00	\$7.50	NA	\$3.00	\$1.50	\$0.00
Adams MS, per court	\$15.00	\$7.50	NA	\$3.00	\$1.50	\$0.00

Swimming Pools, w/access to locker rooms and restrooms. MUST HAVE DISTRICT LIFEGUARD, NOT INCLUDED IN RATE.						
Samohi (12 lanes), for Practice and Recreational Swim, per hour	\$150.00	\$75.00	NA	\$30.00	NA	\$0.00
Samohi (12 lanes), for Swim Meets and WP Games per hour	\$200.00	\$100.00	NA	\$40.00	NA	\$0.00
Lincoln MS (6 lanes), for Practice and Recreational Swim, per hour	\$120.00	\$60.00	NA	\$24.00	\$12.00	\$0.00
Lincoln MS (6 lanes), for Swim Meets and WP Games, per hour	\$160.00	\$80.00	NA	\$32.00	\$16.00	\$0.00
Malibu HS (6 lanes), for Practice and Recreational Swim, per hour	\$120.00	\$60.00	NA	\$24.00	NA	\$0.00

Malibu HS (6 lanes), for Swim Meets and WP Games, per hour	\$160.00	\$80.00	NA	\$32.00	NA	\$0.00
Parking Lots						
All Schools, per space	\$7.00	\$3.50	\$2.45	\$1.40	\$0.70	\$0.00
Event Parking (non-school), per space	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00

Auditoriums	RATE A Commercial		RATE B Direct		RATES D Basic		RATES C & E Community Meeting I & II Meeting (4 hr max.)	RATE F Affiliate	
	Perf	Reh	Perf	Reh	Perf	Reh		Perf	Reh
Elementary, Full Day	\$1,000.00	\$350.00	\$750.00	\$262.50	\$500.00	\$175.00		\$0.00	\$0.00
Elementary, 1/2 Day	\$600.00	\$210.00	\$450.00	\$157.50	\$300.00	\$105.00	\$250.00	\$0.00	\$0.00
Lincoln MS, Full Day	\$1,600.00	\$560.00	\$1,200.00	\$420.00	\$800.00	\$280.00		\$0.00	\$0.00
Lincoln MS, 1/2 Day	\$960.00	\$336.00	\$720.00	\$252.00	\$480.00	\$168.00	\$450.00	\$0.00	\$0.00
John Adams MS, Full Day	\$1,400.00	\$490.00	\$1,050.00	\$367.50	\$700.00	\$245.00		\$0.00	\$0.00
John Adams MS, 1/2 Day	\$840.00	\$294.00	\$630.00	\$220.50	\$420.00	\$147.00	\$400.00	\$0.00	\$0.00
Malibu HS, Full Day	\$1,600.00	\$560.00	\$1,200.00	\$420.00	\$800.00	\$280.00		\$0.00	\$0.00
Malibu HS, 1/2 Day	\$960.00	\$336.00	\$720.00	\$252.00	\$480.00	\$168.00	\$450.00	\$0.00	\$0.00
Samohi HS, Full Day (Barnum Hall)	\$3,200.00	\$1,200.00	\$2,400.00	\$900.00	\$1,600.00	\$600.00		\$0.00	\$0.00
Samohi HS, 1/2 Day (Barnum Hall)	\$2,250.00	\$800.00	\$1,600.00	\$600.00	\$1,125.00	\$400.00	\$900.00	\$0.00	\$0.00

Amphitheatres							Meeting (4 hr max.)		
	Perf	Reh	Perf	Reh	Perf	Reh		Perf	Reh
Samohi (Greek), Full Day	\$4,000.00	\$1,600.00	\$3,000.00	\$1,200.00	\$2,000.00	\$800.00		\$0.00	\$0.00
Samohi (Greek), 1/2 Day	\$2,500.00	\$1,000.00	\$1,875.00	\$750.00	\$1,250.00	\$500.00	\$1,000.00	\$0.00	\$0.00
Malibu HS, Full Day	\$1,400.00	\$560.00	\$1,050.00	\$420.00	\$700.00	\$280.00		\$0.00	\$0.00
Malibu HS, 1/2 Day	\$840.00	\$336.00	\$630.00	\$252.00	\$420.00	\$168.00	\$336.00	\$0.00	\$0.00

Filming	Commercial Rate		Still Photo/Small Crew	
	Filming	Prep	Filming	Prep
Full Day (school not in session)	\$3,500.00	\$1,750.00	\$2,000.00	\$1,000.00
Full Day (school in session)	\$4,000.00	\$2,000.00	\$2,500.00	\$1,250.00
Half Day (school not in session)	\$2,000.00	\$1,000.00	\$1,500.00	\$750.00
Half Day (school in session)	\$2,500.00	\$1,250.00	\$1,500.00	\$750.00
Special Location Bump (Theaters/Gyms/Pools)	\$500.00	\$250.00	\$250.00	\$125.00

SMUSD does not have Non-profit or Student film rates

FULL DAY = up to 14 hours; HALF DAY = up to 6 hours; inclusive (walk in to walk out)
Overtime Rate for over 14 hours is 15% of rental rate per hour