



Community Use of School Facilities

This policy shall govern the use of Flagstaff Academy (the “School”) property for purposes not directly related to Flagstaff Academy’s implementation of its educational, sponsored or extracurricular activities, and administrative programs and shall apply to all property (personal and real), including facilities, grounds, and equipment owned and/or operated by Flagstaff Academy.

Contents

A. Administration Responsibility	1
B. Procedure.....	1
C. Cancellation	2
D. Rules.....	2
E. Priority of Use.....	3
F. Fees	4
G. Informational Table Rental.....	4
H. Advertisements.....	4

A. Administration Responsibility

Flagstaff Academy Administration (the “Administration”) shall be responsible for the adoption and administration of regulations and procedures in furtherance of the associated Board of Director policies.

B. Procedure

1. Use of Flagstaff Academy facilities by community groups is not permitted during regular school hours.
2. All requests for use of Flagstaff Academy facilities will be made in writing to the Business Office at least 10 calendar days prior to the requested use. A contract must be signed by a representative authorized to conduct business on behalf of

the sponsoring organization, or individual who is at least 21 years old. This representative will be considered the legal agent of the group and as such will be responsible for communication with the Administration, compliance with all conditions, rules, regulations and procedures and for all damage to the School's property.

3. By signing the Contract for Community Use of Flagstaff Academy Facilities and Grounds, the applicant agrees:
 - a. to indemnify, defend, hold harmless, and release Flagstaff Academy and its, directors, officers, employees, agents and personnel from any claims, damages, loss of property within the premises, and/or liability for the injury or death of any person arising from the utilization of the premises approved for use in the contract; and,
 - b. to be legally responsible for the conduct and control of both patrons, participants, and accompanying guests; and
 - c. to use the School property, including School facilities according to all School policies and the Administration rules, regulations and procedures; and,
 - d. to be financially responsible for the repair or replacement, at the discretion of Flagstaff Academy, of damaged property, facilities and/or equipment resulting from use.
4. The contract will not be approved unless the applicant meets Flagstaff Academy's insurance requirements of General Liability Coverage with limits that are equal to the School's School Entity Liability (SEL) Coverage which is \$1M per occurrence/ \$5M annual aggregate limit in effect at the time of the request. A current certificate of insurance showing Flagstaff Academy as an additional insured on their General Liability policy shall be required prior to use of the School's property and/or facilities and Flagstaff Academy shall be provided with a copy of the certificate or endorsement that confirms such. The user's required insurance coverage shall be maintained in good standing at all times during the term of the contract.
5. Users must have a Contract for Community Use of Flagstaff Academy Facilities and Grounds signed and approved by the Administration prior to using a facility. If any user begins using property or a facility before a contract is signed and approved, use of the property or facility will be denied.
6. When a contract is approved in writing by the Business Office, an invoice for costs associated with the use will be sent to the applicant. Payment in full is due upon receipt of the invoice. In certain circumstances when approved by the Administrative Office, installments may be made. Checks or money orders should be made payable to "Flagstaff Academy". In certain circumstances, the

invoice will be generated after the event and sent to the applicant.

C. Cancellation

1. All facility users must notify the Business Office in the event a cancellation is necessary. If a user gives less than two working days' notice of a cancellation, direct costs may be charged.
2. An approved contract will be canceled by the Business Office if the required certificate of insurance has expired prior to the final date on the contract and an updated certificate is not provided. Flagstaff Academy shall not be responsible for any losses sustained by the applicant and/or sponsoring organization resulting from such cancellation.
3. Approved contracts may be canceled and future requests denied for:
 - a. Repeated or material violation of the policy, regulations, or terms and conditions of the contract;
 - b. Repeated short notification of cancellations;
 - c. Failure to pay fees according to contractual agreement;
 - d. Use of inappropriate behavior or language;
 - e. Damage to Flagstaff Academy property
 - f. Repeated early arrival or late departure
 - g. Violation of any of the Rules as set forth in Section D.
4. Events canceled because of inclement weather or an emergency closing of schools may be rescheduled at no additional cost. School functions may cause a change or cancellation of a contract or portion thereof. The school will give as much notice as possible for a change or cancellation. If it is not possible to schedule a replacement date, fees paid will be refunded or credited towards future use by the same group.

D. Rules

The following rules will apply to all community use of Flagstaff Academy facilities and grounds:

1. Activities must be confined to the facilities listed on the approved contract. Clean up of paper, cans and other materials brought to the site shall be the responsibility of the user. Excessive trash generated by a group and left at the site may result in the assessment of trash removal and custodial overtime fees.
2. Rental is for the time period assigned. Early arrival for warm ups, or late departure due to clean up is not permitted. All activities must occur between the agreed upon rental time. Late departures will result in additional charges.
3. Furniture and other equipment may not be removed from the facility or transferred to other locations within the facility.

4. Only persons or groups indicated on the approved contract will be permitted to use the facilities during the time specified on the contract. Third party transfers of any approved contract are not permitted.
5. Flagstaff Academy & SVVSD policy prohibits the following on school Flagstaff Academy property:
 - a. the use, possession, distribution or sale of alcohol or other illegal contraband including marijuana
 - b. the unlawful possession of a dangerous or deadly weapon
 - c. the use of tobacco products
 - d. the use of open flame (including candles) or fireworks
6. Stage lights or stage production equipment will be operated and supervised by qualified Flagstaff Academy personnel as determined by the Office. Additional fees will apply.
7. Community use of computer labs, weight rooms, athletic fields, and specialized classrooms or buildings is not permitted except as approved by Flagstaff Academy. Additional fees will apply.
8. When an indoor Flagstaff Academy facility is being used, an authorized Flagstaff Academy employee, who is not affiliated with the group, must be present during the approved times specified on the contract. Exceptions may be made only when approved by the Business Office. Organizations using Flagstaff Academy facilities may not negotiate directly with, or pay, any Flagstaff Academy or SVVSD employee for services rendered. If a Flagstaff Academy employee is not available, the use will be canceled.
 - a. Keys to Flagstaff Academy facilities will not be issued or loaned to individuals, other than Flagstaff Academy employees, unless approved by the Office and the school administrator.
 - b. All indoor facilities will be vacated by 9:00 pm on school days unless prior arrangements have been made through the Business Office.
 - c. Contract requests will not be acted on more than three months in advance of the requested use date except where scheduled publication requires a longer lead time and facility availability can be confirmed.
 - d. Overnight community use of facilities is not permitted except as approved by the Flagstaff Academy Board or Administration.

E. Priority of Use

Community use shall not conflict with Flagstaff Academy's educational and extracurricular programs, and shall be scheduled according to the following priorities:

1. Flagstaff Academy Sponsored and Supported Use
 - a. Flagstaff Academy sponsored activities and events

- b. Flagstaff Academy recognized Parent Organizations engaging in educational (co-curricular) activities
- c. Government elections
- d. Precinct caucuses
- 2. Youth organizations (i.e. Scouts, 4-H, Campfire, and religious clubs)
- 3. Adult Recreation / Community Service Groups
 - a. Adult recreation groups that practice, play sports games or participate in recreational activities. Examples include square dance clubs, sports teams, leagues and associations, hobby clubs, and music groups
 - b. Non profit adult education programs that charge minimal fees to cover direct costs, but no profit is made.
- 4. Others
 - a. Private for Profit Events
 - b. Fundraising by Non-Profit Organizations
 - c. Religious Adult Activities

F. Fees

Fee schedule detailed on the Rental Agreement

G. Informational Table Rental

Any individual or organized group which otherwise would be allowed to use school facilities pursuant to these regulations may staff informational tables at school-wide events. Informational tables may be set up and staffed after school hours, and when the school administrator has determined that such table will not interfere with the planned event. Informational tables may be set up and staffed at outside athletic events. Users must have an approved contract from the Business Office, and must provide their own tables.

Distribution of campaign or political materials is not permitted without an approved contract for table rental.

H. Advertisements

Sign, or banner, advertising or promoting of any non-Flagstaff Academy user group with an approved Contract for Community Use of School Facilities and Grounds is only permitted on Flagstaff Academy property during the group's contracted event, and must be removed following the conclusion of the event. If the event is ongoing, over more than one day, said signs or banners must be removed daily at the conclusion of the event without prior approval from the Office. This includes signs and banners on fences, buildings, fields, and in parking lots. Approval for signs or banners is required in advance from Flagstaff Academy.