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| The Classical Academy | Policies and Procedures |
| Policy Name: | TCA Community Use of School Facilities Procedures |
| Policy Number: | KF-R-TCA |
| Original Date: | 7/1/2004 |
| Last Reviewed: | 5/1/2013 |
| Category: | Operations |
| Author: | Operations Area Assistant |
| Approval: | Director of Operations |

RESPONSIBILITY

The Classical Academy Director of Operations and Activities office will be responsible for the development of the TCA policy and procedural guidance for the Community Use of School Facilities. The individual school principals and staff will be responsible to implement the TCA policy and procedures for the respective TCA campus/schools. The TCA Finance Office will provide finance/ accounting support as required to the respective campus/schools. Implementation of the TCA procedures will provide direct support to Academy School District 20’s Board of Education policy direction to encourage community use of school facilities.

SCHEDULING

Following the scheduling of school activities, space will be available with attention to broad and equitable use of facilities. Alternate locations will be offered whenever possible if a particular campus cannot accommodate all requests. All use is subject to the guidelines of these procedures and to the availability of TCA staff.

APPLICATION FOR USE

Application for the use of a specific school facility should be made through the Operations Area Assistant, who will then coordinate with the respective location. For the use of the TCA-North gym/field areas, requests should be directed to the Activities office. All applications for use of facility space should be coordinated by the respective school with the TCA master calendar/scheduler point of contact. TCA will accept and confirm applications for use at the ≤ 60 day point to the proposed scheduled event. Approval of requested use must be documented by completion of TCA’s Community Use Facility Agreement. Category I users do not need to complete a Community Use Facility Agreement, if the use is directly school-related and does not involve the imposition of any fees.

CANCELLATION AND REVOCATION

The user must notify the respective TCA Elementary or Secondary school office or designee if the intended use is canceled or adjusted. Notification of cancellation of use must be given at least 24 hours prior to the scheduled use (unless weather related issues are present). If timely notification of cancellation is not given, the user may be assessed a penalty of \$10, plus 10 percent of the agreed fee for the use that was canceled. Repeated or short notification of cancellations may result in denial of further building use.

TCA reserves the right to cancel Facility Use Agreements should the space be needed for school or school-related activities. This privilege will be used only when necessary due to unavoidable circumstances and attempts will be made to offer alternate space. TCA may revoke an agreement at any time. When this occurs, appropriate financial adjustments will be made.

AUTHORIZED USE OF SCHOOL-OWNED EQUIPMENT

School equipment is usually not loaned or leased to community groups. Areas are rented as furnished. If a request for use of school equipment is approved by the administration, additional fees may be charged. Such fees are to be specifically noted on the Facility Use Contract.

TCA Administration may determine if specific equipment to be used requires operation by school (or school-approved) personnel. School operators shall be paid by TCA at an established rate or at a flat fee as established by the administration. Appropriate fees will be included in the agreement.

FIELD USE

Fields may be available for limited and approved community use. This use is subject to cancellation or adjustment due to weather or field conditions.

GENERAL PROCEDURES

1. A Community Use Facility Agreement and Facility Use Contract shall be required for use of a school building or grounds by any group which is not a part of the regular TCA school program. Such agreements may be granted for a single use or a limited, recurring use not to exceed one year. As a part of the Community Use Facility Agreement, proof of insurance will be required and if applicable, documentation of non-profit status will be required.
2. Facility use times will be specified in the agreed contract. All groups are expected to vacate the premises by the hour specified. An additional hour rental may be charged for early arrival or late exit. All facility uses will terminate by 10:30 p.m. Exceptions to this may be approved by the administration.
3. Facilities may be rented Mondays through Fridays as space is available and as such rental does not interrupt or disturb regular school activities. Saturday, Sunday, and holiday use of school facilities may be permitted and will be subject to staff availability where applicable.
4. Advertising and promotional materials of building users are subject to review by the administration.

GUIDELINES FOR RELIGIOUS USE

1. Church services and religious activities must be conducted at times when school/school activities are not in session.
2. Religious objects and symbols must be removed after each use.

NONDISCRIMINATION

All users are subject to laws and regulations applicable to schools which prohibit discrimination based upon age, sex, national origin, race, color, religion, or disability.

GUIDELINES FOR DENIAL OF USE

TCA reserves the right to deny a use for any reason in accordance with the policy and procedural guidance. Uses will be denied if, in the judgment of the administration, no appropriate TCA employees are available to be on the premises during the intended use or insufficient time is available between the request and the intended use, or the proposed activities would:

- jeopardize the equipment and/or facilities of the building
- conflict with school activities
- be incompatible with the school neighborhood
- violate any TCA or Academy School District 20 policy or local, state, or federal law

Should school facilities be closed due to an emergency, inclement weather, or any other event which is beyond the control of TCA, facilities will not be available for use. A full refund will be issued upon written request.

GUIDELINES FOR APPEAL

The applicant may file a written appeal to the Executive Director if facility use has been denied. Further appeal, if necessary, may be made to the TCA Board.

FEES

1. Custodial/Monitor

Any organization or individual, regardless of classification, will be required to pay the cost of custodial/monitoring services if its use of the facility would result in direct costs to TCA. Overtime costs will be paid at the salary time and a half rate and the salary rate times two on holidays. For those facilities where a custodian is regularly on duty during the use, there will be no additional charge unless substantial additional work is required related to the use. In such situations, an additional fee will be charged or additional TCA staff may be assigned at the discretion of the administration, and the user will be charged appropriately.

2. Food Service Areas

A TCA employee must be present for general supervision of the food service areas and all persons working in the area (preparing food and/or handling equipment) must meet the requirements of El Paso County and the State of Colorado for school food handlers. The user will be charged in accordance with the fee schedule for all food service personnel.

3. Payment of Fees

All users will be expected to pay rental fees at least five days in advance of the use unless prior arrangements have been made. Failure to pay the agreed fee may result in denial of access to the facility and denial of future requests. Checks should be made out to The Classical Academy and submitted with the signed Community Use Facility Agreement to the Operations Area Assistant for non-athletic facility use or the Activities Office for athletic field and gym use. All payments for building rentals will be sent to the Finance Department for deposit in the TCA's Building Maintenance/Equipment Account. The funds credited to these accounts will be used to improve, repair, replace, offset, or in some manner enhance the building/materials/equipment. Funds will be managed to reimburse the operating obligations first, then accounted for by campus and distributed accordingly. All custodial overtime that is accumulated during the time the building is being rented will be charged to the school's custodial overtime account. Funds received for custodial services will be used to offset the charges to the custodial account.

4. Fee Revision

Fees are listed in the "Fee Structure" document accompanying this procedure, and are designed to reflect the guidelines of this procedure. These fees are subject to review and revision by the TCA Activities Office and TCA Operations.

5. Fee Structure Exceptions

All exceptions to the fee structure, including waiver of fees, and all contracts for building utilization by outside organizations that are beyond the contemplation of this policy and procedure, will be made by TCA's Director of Operations.

RENTAL CATEGORIES

Category I – School Affiliated- TCA sponsored activities. No written agreement required.

Applies to:

- Regular curricular programs of the school
- School-sponsored student activities and organizations free and open to all participants/spectators and approved by the school principal
- School-sanctioned athletic and activity events ratified by the TCA Board
- School-affiliated organizations whose use is approved by the school principal and where no fees are assessed nor donations requested of participants(PTO meetings, faculty/staff meetings, recognized school related parent group meetings, and recognized school related community group meetings)
- National, state, and local governmental elections
- School-requested and staff development approved in-service or staff development offering free to outside personnel
- Such use by school employee groups as may be provided for within specific personnel policies (e.g., technology classes)

Category II – Community Rate- All rental activities that are not approved, sponsored, or sanctioned by TCA. Facility Use Agreement and insurance are required.

Applies to:

- Youth activities where instructors or supervisors receive payment for their involvement in the activity and/or where fees are assessed or donations requested of participants and/or spectators
- Educational and/or recreational activities for youth offered by YMCA or community “feeder” athletic teams
- Sports camps offered to TCA youth
- Organizations sponsoring activities for adults
- Church services and other activities sponsored by religious organizations
- Other community-sponsored groups where instructors or supervisors receive payment for their involvement in the activity and/or where fees are assessed or donations requested of participants and/or spectators
- TCA community adult recreational groups
- Boy and Girl Scouts meetings

Category III – Commercial Rate- All commercial use of TCA facilities/grounds.

Applies to:

- Day care programs
- Pre-school programs
- Before/After school programs
- Food service programs

The Classical Academy Community Use Facility Agreement

Use of TCA facilities requires acceptance of the following conditions as described in TCA policy KF-TCA. Failure to comply may result in the cancellation of any existing rental agreements and denial of future rental requests.

1. The Classical Academy reserves the right to cancel building Community Facility Use Agreements should the space be needed for school or school-related activities. This privilege will be used only when necessary due to unavoidable circumstances, and attempts will be made to offer alternate space. Reasonable effort will be made for timely notification when a cancellation is necessary.
2. A TCA employee must be on the premises during the use of any school building by groups which have entered into a Community Use Facility Agreement.
3. Fields may be available for limited and approved community use. This use is subject to cancellation or adjustment due to weather conditions, field conditions, or maintenance operations.
4. Use of the facility is only approved for those activities stated and agreed to on the Facility Use Agreement.
5. No agreement shall be transferred to any person or group other than the one with whom entered. (Subleasing is not permitted.)
6. All applicable fire and safety laws/regulations governing use of school facilities must be observed at all times, including:
 - a. Exit lights cannot be covered or blocked
 - b. Open flame (including candles) is prohibited
 - c. Room capacity is not to be exceeded
 - d. Smoking or the use of any tobacco product is prohibited in all areas of the building and grounds
 - e. Temporary electrical or mechanical modifications are prohibited however; a re-locatable power strip for temporary use is acceptable
 - f. Flammable holiday or other decorations are prohibited
 - g. Stairways, corridors, and entrances/exits must be kept free of obstruction at all times
 - h. No equipment, scenery, or decorations of any type shall be used within the building or on the premises except as specifically provided in the agreement. Such equipment, scenery, or decorations shall be fire resistant and shall conform to all local, state, and federal regulations governing such equipment and shall not be attached to the walls, floors, or ceilings (except to anchors presently provided)
7. Use or possession of alcoholic beverages and illegal drugs is prohibited. Failure to comply will be reported and dealt with by local law enforcement agencies and will void any/all future rentals.
8. Gambling is prohibited on any school property.
9. All disruptive or illegal activity, including obscene language, quarreling, fighting, or noncompliance with TCA procedures is prohibited and may result in revocation of the Community Facility Use Agreement.
10. The user identified on the Community Facility Use Agreement shall be responsible for any and all damages and losses whatsoever to the building and/or the contents, and shall indemnify and hold harmless the Board of Education and its employees from any claim whatsoever resulting from or arising out of the use of the school facilities named in the agreement or any part of the facilities covered in the agreement.

11. TCA shall not be held responsible for any damage or loss which may occur to non-school property brought on the premises. Such property (as well as rubbish) must be removed from the facility immediately after the use or before such time as the materials will interfere with school activities.
12. TCA insurance coverage does not extend to the conduct of community or other groups utilizing school facilities. TCA shall require a certificate of insurance from the user naming the School and District as "additional insured." Minimum coverage required in a general liability policy is \$1 million per occurrence and \$2 million aggregate.
13. All Community Facility Use Agreements shall specify building spaces or fields. It shall be the responsibility of the user to restrict the activities of the group to that specific area except for necessary hallways and restrooms. Expenses incurred resulting from non-compliance shall be paid by the user (i.e., fire/police response to false alarm). Use of the facility is approved only for those activities stated and agreed to on the Community Facility Use Agreement.
14. Advertising and promotional materials of building users are subject to review by and must comply with policy KHB-TCA.
15. Snow removal from parking areas cannot be guaranteed for non-school sponsored activities. Time permitting, snow removal from parking areas can be arranged through TCA Operations at the user's expense.
16. Notification of cancellation of use must be given at least 24 hours prior to the scheduled use (unless weather related issues are present). If timely notification of cancellation is not given, the user may be assessed a penalty of \$10, plus 10 percent of the agreed fee for the use that was canceled. Repeated or short notification of cancellations may result in denial of further building use.

By signing below, the user understands these conditions and agrees to comply with the above statements and any other restrictions deemed necessary by the school.

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|----------------|------|-------------------------|------|
| User signature | Date | Administrator Signature | Date |
|----------------|------|-------------------------|------|

Fee Schedule for Community Use of TCA Facilities

| Category | I | II | III |
|--|--------------------------|-----------------------|------------------------|
| | School Affiliated | Community Rate | Commercial Rate |
| Classrooms | N/C | \$15/hr | \$20/hr |
| Multi-Purpose Rooms (i.e.: TCA-N- 3303/05) | N/C | \$20/hr | \$30/hr |
| TCA-N Cafeteria | N/C | \$20/hr | \$25/hr |
| *Central Campus Gym | N/C | \$30/hr | \$40/hr |
| *East Campus Cafetorium | N/C | \$25/hr | \$50/hr |
| w/Use of Stage | N/C | \$35/hr | \$60/hr |
| *North Campus Gym | N/C | \$35/hr | \$50/hr |
| *North Campus Track (does not include Turf Field) | N/C | \$15/hr | \$30/hr |
| *East Campus Synthetic Turf Field | N/C | \$50/hr | \$70/hr |
| *North Campus Synthetic Turf Field (does not include Track) | N/C | \$75/hr | \$95/hr |
| w/Use of Lights | N/C | \$85/hr | \$105/hr |

*Gyms and practice fields are rented without any services or equipment

Personnel Fees:

Custodial (outside of normal hours)...\$30/hr

On-site manager (if necessary)...\$20/hr

All rates are hourly unless noted otherwise.

All facilities will be ready 15 minutes before contract time.

Lessees are expected to vacate leased areas 15 minutes after contract time.

Availability of facilities is based on school use and maintenance requirements. Overtime fees will be charged if facility is not vacated by the specified allowance time. Field use is subject to closure due to overuse, weather restrictions, and/or maintenance. Cafeteria areas must be cleaned as they were found.

Charges will apply if food or liquid are spoiled due to appliance being unplugged.

Policy Revision History

| Date | Revision Details | Revised By |
|-------------|--|-------------------|
| 5/1/2013 | Reformatted policy into new template. Completed annual review. | Elyse White |