

# Community Use of School Facilities

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These regulations and procedures shall govern the use of Twin Peaks Charter Academy property for purposes not directly related to TPCA's implementation of its educational and administrative programs and shall apply to all facilities, grounds, and equipment owned and/or operated by TPCA.

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### A. Administration Responsibility

The Office shall be responsible for the administration of these regulations and procedures and the associated Board of Director policies.

### B. Procedure

1. Use of TPCA facilities by community groups is not permitted during regular school hours.
2. All requests for use of TPCA facilities will be made to the Administrative 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 compliance with all conditions for and for all damage to the facility.
3. By signing the Contract for Community Use of TPCA Facilities and Grounds, the applicant agrees:
  - a. to indemnify, hold harmless, and release Twin Peaks Charter Academy and its personnel from any 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.
  - b. to be legally responsible for the conduct and control of both patrons and participants.
  - c. to use the school facilities according to Board Policy and these administrative regulations.

- d. to be financially responsible for the repair or replacement, at the discretion of TPCA, of damaged facilities and/or equipment resulting from approved use.
4. The contract will not be approved unless the applicant meets TPCA's insurance requirements in effect at the time of the request. A certificate of insurance showing TPCA as an additional insured may be required.
5. Users must have a Contract for Community Use of TPCA Facilities and Grounds signed and approved by the Administrative Office prior to using a facility. If any user begins using a facility before a contract is signed and approved, use of the facility will be denied.
6. When a contract is approved, 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 "Twin Peaks Charter 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 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 Office if the required certificate of insurance has expired prior to the final date on the contract and an updated certificate is not provided. TPCA 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 TPCA property
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 TPCA 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. Furniture and other equipment may not be removed from the facility or transferred to other locations within the facility.
3. 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.
4. TPCA & SVVSD policy prohibits the following on school TPCA property:
  - a. the use, possession, distribution or sale of alcohol or other illegal contraband, as defined by Policy JICH
  - b. the unlawful possession of a dangerous or deadly weapon, as defined by Policy JICI
  - c. the use of tobacco products, as defined by Policy JICG
  - d. the use of open flame (including candles) or fireworks
5. Stage lights or stage production equipment will be operated and supervised by qualified TPCA personnel as determined by the Office. Additional fees will apply.
6. Community use of computer labs, weight rooms, high school athletic fields, and specialized classrooms or buildings is not permitted except as approved by the TPCA Board or Administration.
7. When an indoor TPCA facility is being used, an authorized TPCA 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 Office and the school administrator. Organizations using TPCA facilities may not negotiate directly with or pay any TPCA or SVVSD employee for services rendered. If a TPCA employee is not available, the use will be canceled.
8. Keys to TPCA facilities will not be issued or loaned to individuals other than TPCA employees unless approved by the Office and the school administrator.
9. All indoor facilities will be vacated by 9:00 pm on school days unless prior arrangements have been made through the Office.
10. 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.
11. Overnight community use of facilities is not permitted except as approved by the TPCA Board or Administration.

### **E. Priority of Use**

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

1. TPCA Sponsored and Supported Use
  - a. TPCA sponsored activities and events
  - b. TPCA recognized Parent Organizations engaging in educational (co-curricular) activities (see Policy T-KBE)
  - 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

## **G. Fees**

Fee schedule detailed on T-KF-E

## **H. 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 Office, and must provide their own tables.

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

## **I. Advertisements**

Sign or banner advertising or promoting of any non-TPCA user group with an approved Contract for Community Use of School Facilities and Grounds is only permitted on TPCA 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. This includes signs and banners on fences, buildings, fields, and in parking lots. Approval for signs or banners is required in advance from TPCA's Director of Public Information. The process for approval of sign and banner advertising is defined in Board Policy KHC and Regulation KHC-R.

Adopted November 5, 2009