



## BOARD POLICY ON SCHOOL FACILITIES USE

### 1. **Purpose:**

This policy sets forth the limitations, requirements, and guidelines for third-party use of the John Adams Academies, Inc. ("JAA") school facilities. By enacting this policy, JAA does not intend to create a public forum in its facilities, but to further the academic mission and vision of JAA.

### 2. **Permitted Use:**

The Governing Board of JAA approves of making its academy facilities, as provided in this policy, reasonably available to:

- a. Organizations or groups directly related to programs and operations, which are supported by, sponsored by, or affiliated with JAA;
- b. Organizations or groups providing board-approved enrichment programming pursuant to the JAA Board Policy on Before/After School Programs and Supervision of Scholars (such as childcare or day care programs, etc.);
- c. Veterans' organizations for ceremonial, patriotic celebration, or related board-approved educational assembly purposes; and
- d. Organizations or groups whose academic purposes directly align with the academic mission and vision of JAA.

Use authorized by this policy shall be solely for meetings and activities, which are compatible with the mission and vision of JAA, and the operation of, and the safe, quiet and secure conduct of, a public charter school.

### 3. **Prohibitions and Restrictions:**

All permitted uses of the facilities (1) shall not interfere with the academy's operations, including related and incidental uses, and mission, vision and goals for scholar learning, and (2) shall not pose a health and safety risk to persons or property.

Organizations, associations, entities, or other groups using the school facilities shall not do or permit the following:

- a. Use or possess alcoholic beverages, use or possess illegal drugs, use or smoke legal substances (i.e., tobacco or marijuana);
- b. Engage in loud, noisy, obscene, illegal, or obnoxious behavior;
- c. Engage in political activities;
- d. Modify, alter, or damage school property; or
- e. Affix any materials to academy property with nails, tacks, screws, epoxy, or other destructive adhesive or appliance.

#### **4. Priority of Use:**

The operational and educational needs of JAA shall take precedence over all other uses of the academy facilities. Scheduled use of academy facilities under this policy is subject to cancellation at the discretion of JAA. JAA shall endeavor to provide as much notice as possible of any cancellation and, in the event of cancellation, shall return any fees paid to reserve use of a school facility.

In the event multiple applications are submitted requesting the same date and time for use of an academy facility, the following priority of use shall apply:

- a. JAA operated charter schools
- b. JAA and affiliated organizations
- c. JAA affiliated parent or teacher organizations
- d. Organizations providing JAA board-approved enrichment programming
- e. Other organizations listed in section 2 above.

#### **5. Access & Use of Facilities:**

The academy facilities available for public use in accordance with this policy are those facilities appropriate for group assembly and use, including, but not limited to, the conference room, multi-purpose room (MPR), lecture hall, field, performing arts center and the multi-purpose building. An academy staff or faculty member or other authorized personnel will open and close the academy facilities at the requested and approved times and may attend the meeting or activity, as the charter school deems appropriate.

Unless otherwise specifically approved, public use of academy facilities is permitted when the academy is not in session or the academy facilities are not otherwise being used for academy related events and activities. The general hours the academy facilities shall be made available for public use are weekdays between 4:00 p.m. and 9:00 p.m. and weekends between 8:00 a.m. to 9:00 p.m. In the event the academy requires use of its facilities during these times, the academy facilities shall not be available for public use.

JAA is solely responsible for providing access to and use of its academy facilities as provided in this policy. Unless prior written approval of JAA is provided and obtained, JAA shall not provide supplies, equipment, sustenance, furniture, setup or breakdown services, or other related services.

Any organization, association, entity, or other group that utilizes the academy facilities shall leave the academy facilities in the same condition as it received the academy facilities and agrees to comply with the following:

- a. No signage or placards are allowed on the academy facilities without prior approval from JAA.
- b. Halls, entrances, elevators, and stairways shall not be obstructed or used for any purpose other than ingress and egress.
- c. No furniture, freight, or equipment shall be brought to an academy facility without prior notice and written approval by JAA.
- d. No self-provided food services are permitted without prior written approval from JAA.
- e. Animals, other than those need by disabled persons, are not permitted on any academy facility.

**6. Damage to Facilities & Liability:**

If any organization, association, entity, or other group using the academy facilities causes any damage or destruction to the academy facilities or property, JAA may charge the public agency, organization, association, or other group the amount necessary to repair, clean, or replace the academy facilities. JAA may additionally deny the public agency, organization, association, entity, or other group further use of the academy facilities.

Any organization, association, entity, or other group using JAA school facilities under this policy shall agree to be liable for any personal injury, property damage, or liabilities arising out of the conduct of the meeting or activity or the conduct of the participants.

JAA requires a public agency, organization, association, entity, or other group, applying to use a JAA school facility to obtain and maintain commercial general liability insurance covering the used premise in the following amounts and shall name JAA as additional insured on such policy. Application Organization shall provide proof of such liability, property, or other applicable insurance to JAA.

*Commercial General Liability (CGL) (or Public Liability) Insurance with limits of liability of not less than: Bodily Injury - \$1 million (\$1,000,000) each person per occurrence/aggregate; Property Damage - \$1 million (\$1,000,000) per occurrence/aggregate limits.*

**7. Facility Fees:**

Upon approval of a *JAA Application and Facilities Use Agreement*, the applicant shall pay a fee for the fair rental value of the school facility in accordance with the following rates:

<b>Room Type</b>	<b>Weekday Hourly Rate</b>	<b>Weekend Hourly Rate</b>
Conference Room	\$35/hour	\$45/hour
Elementary or Secondary Multi-purpose Room (MPR)	\$50/hour	\$60/hour
Multi-purpose Building including Gym and Stage	\$175/hour	\$225/hour
Standard Classroom	\$35/hour	\$45/hour
Art/Science Classroom	\$45/hour	\$55/hour
Music/Drama Classroom	\$45/hour	\$55/hour
Library	\$45/hour	\$55/hour
Staff Lounge	\$35/hour	\$45/hour
Parking Lot	\$15/hour	\$25/hour
Commons/ Amphitheater (ROS)	\$50/hour	\$60/hour
Athletic Field	\$525/day	\$600/day
Lecture Hall (LIN)	\$50/hour	\$60/hour
Performing Arts Center (EDH)	\$100/hour	\$125/hour

Should the meeting or activity exceed the hours requested, the user shall be charged for the additional time used in hourly increments. Should a meeting or activity end earlier than requested, the user shall not be entitled to a refund of fees paid. JAA reserves the right to adjust the rental rates charged based on the circumstances or nature of the request.

No facilities fee shall be charged for JAA affiliated organizations or JAA affiliated parent or teacher organizations, whose activities are deemed by JAA to be directly beneficial to its scholars or charter schools. If these groups plan to use JAA school facilities for activities that do not benefit JAA charter school scholars or school activities, JAA may, in its discretion, require a fee for the direct costs for the use of the academy facilities (i.e., costs for maintenance, cleaning, etc.) in the amount of \$25.00 to \$150.00 / hour (direct costs to be determined based by the principal or designee).

At the discretion of the principal, all other public agencies, organizations, associations, entities, or groups, including religious organizations or groups, that qualify under permitted use (section 2 above) of academy facilities and are using the academy facilities exclusively for non-profit or charitable purposes may be granted a 30-50% discount off the standard rental rates. The not-for-profit request shall be submitted at the time of the application

In the event an organization, association, entity, or group cancels its reservation for use of the academy facilities, all submitted fees shall be refunded.

## 8. Applications

Any organization, association, entity, or other group seeking to use the school facilities in accordance with this policy shall submit a *JAA Application and Facilities Use Agreement* to the principal or designee. The *JAA Application and Facilities Use Agreement* is attached to this policy as Exhibit A. The *JAA Application and Facilities Use Agreement* must be submitted **at least 2 weeks prior to the requested date** for use of the school facilities. The *JAA Application and Facilities Use Agreement* must be complete and include any required fees and proof of insurance naming JAA as Additional Insured.

The principal shall provide the applicant with notice of the approval or denial of the application, or request additional information, within a reasonable amount of time. Approved *JAA Application and Facilities Use Agreements* are nontransferable. As a courtesy to other organizations that may desire to use the academy facilities, the Governing Board requests any notice of cancelation be provided to the principal as soon as possible.

JAA may deny any application for use of its school facilities for any of the following reasons:

- a. The space requested is not available.
- b. The applicant is not among those described in Section 2 of this policy.
- c. The applicant has not fully complied with this policy, or the applicant has previously failed to comply with this policy.
- d. The use proposed will disrupt scholar education or normal charter school operations or is otherwise incompatible or prohibited under this policy.
- e. The applicant has not provided the required proof of insurance.
- f. The activities of the applicant do not align with the mission and vision or 10 Core Values of the Academy.

If an application is denied, the applicant may appeal the denial to the superintendent.

**EXHIBIT A**

**JOHN ADAMS ACADEMY  
APPLICATION AND FACILITIES USE AGREEMENT**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Organization: \_\_\_\_\_

The Applicant Organization identified above qualifies for JAA facility use under the following permitted category in Section 2 of the policy:

- An organization or group directly related to programs and operations supported by, sponsored by, or affiliated with JAA;
- An organization or group that provides a board-approved enrichment program pursuant to the JAA Board Policy on Before/After School Programs and Supervision of Scholars (such as childcare or day care programs, etc.);
- A veterans' organization that will use the facilities for ceremonial, patriotic celebration, or related board-approved educational assembly purposes; and
- An organization or group whose academic purposes directly align with the academic mission and vision of JAA.

Facility Requested: \_\_\_\_\_ Campus: \_\_\_\_\_

Date of Requested Use: \_\_\_\_\_ Start/End Time: \_\_\_\_\_

Number of Attendees: \_\_\_\_\_

Responsible Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Purpose / Intended Use: \_\_\_\_\_

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Special Needs or Requests: \_\_\_\_\_

Fee Enclosed \$ \_\_\_\_\_

Applicant Organization agrees to comply with all terms and conditions set forth in this *JAA Application and Facilities Use Agreement* and the John Adams Academy Board Policy on School Facilities Use.

Applicant Organization shall submit this *JAA Application and Facilities Use Agreement* to the principal.

Applicant Organization using the academy facilities acknowledges and understands academy facilities are provided “as is” and assumes any and all risks associated with its use of the academy facilities.

Applicant Organization (and each of its officers, directors, employees, agents, volunteers, members, participants, and successors) shall defend, indemnify, and hold harmless John Adams Academies, Inc., its Board of Directors, officers, employees, agents, volunteers, successors, and assigns (collectively, the “Academy Parties”) from and against any and all claims, demands, actions, causes of action, suits, damages, liabilities, losses, costs, or expenses of any kind whatsoever (including, without limitation, reasonable attorneys’ fees, expert fees, court costs, and litigation expenses), whether known or unknown, foreseen or unforeseen, arising out of, relating to, or in any way connected with Applicant Organization’s use or occupancy of the academy facilities or premises, including but not limited to:

- Bodily injury, sickness, disease, or death of any person;
- Damage to, loss of, or destruction of any real or personal property;
- Any act, omission, negligence, or willful misconduct of Applicant Organization or any of its officers, directors, employees, agents, volunteers, contractors, members, participants, invitees, or licensees; or
- Violation of any law, regulation, or ordinance.

The duty to defend shall arise immediately upon tender of any claim to Applicant Organization and shall apply regardless of whether the Academy Parties are actively or passively negligent, or whether liability is ultimately imposed upon the Academy Parties. This indemnification obligation shall survive the expiration or earlier termination of the facility use agreement and any use of the premises.

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Applicant Organization

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Signature

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Date

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Title

JOHN ADAMS ACADEMY

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Principal Signature

Date

*For official use only:*

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**Application Approved**

- Received: Certificate of Insurance naming JAA as Additional Insured.
- Employee on site during event:\_\_\_\_\_

**Application Denied**

Grounds for Denial:

- The space requested is not available.
- The applicant is not among those described in Section 2 of this policy.
- The applicant has not fully complied with this policy, or the applicant has previously failed to comply with this policy.
- The use proposed will disrupt scholar education or normal charter school operations or is otherwise incompatible or prohibited under this policy.
- The applicant has not provided the required proof of insurance.