

Policy:	Building Use
Policy Number:	6010
Effective:	May 17, 2007
Last Review/Revision:	May 17, 2007

PURPOSE

To delineate procedures and policy for the use of Darren Patterson Christian Academy's (DPCA) building and facilities by other organizations or individuals.

6010 POLICY

6010.01 Authority and Permission for use of DPCA's Building and Facilities:

1. DPCA is a private organization that has no obligation other than beneficence to make its buildings and facilities available for other organizations or the general public. The DPCA School Board is responsible for the care and upkeep of the school's building and other facilities, and has the final authority over their use. The board may elect to delegate authority for controlling building use to the school administrator or his or her designees at their discretion. They may also elect to make changes to these policies at any time, with or without notice to other parties involved, as they deem necessary to reserve appropriate use of the school's resources.
2. Though no obligation exists, it is the desire of the DPCA community that the resources entrusted to the school be used to the benefit of as many as possible. Permission to use the building and facilities of the school will be granted as freely as possible in keeping with the basic Christian educational mission of the school and principles of good stewardship.
3. No organization or individual will be given permission to use school facilities when, in the judgment of the administrator or the school board, the activities proposed are detrimental to the building or its contents, represent or advocate behavior or beliefs contrary to the essential Christian mission of the school and its constituents, or would not be in the best interests of the community, the school, or the individuals involved.

6010.02 General Guidelines

1. DPCA facilities are generally reserved for non-profit purposes and organizations. For-profit requests will be considered only if there is a compelling benefit to the community, and the activity is strictly limited in duration and scope. All for-profit requests are subject to specific board approval.
2. Permission to use the facility is not transferable.
3. The user(s) are responsible for the conduct of all persons associated with their event and agree to uphold the terms of the Building Use Agreement (Use Agreement); policies of the Academy; procedures, rules and regulations pertaining to occupancy and safety; and any other pertinent community ordinances.
4. Darren Patterson Christian Academy assumes no liability for the use of its building or facilities by other individuals or organizations. Darren Patterson Christian Academy will be held

blameless in the event of an accident or lawsuit brought against the applicant by an injured party. DPCA reserves the right to require additional insurance and appropriate documentation from users.

5. Persons using school facilities at any time for any purpose shall not have in their possession, consume, sell, give or deliver any alcoholic beverages or illegal or illegally obtained drugs in the school building or grounds. Tobacco use is also prohibited in school buildings or on school grounds.
6. The user shall restrict use of rooms, equipment, and furnishings to those specified in the building use agreement. School staff are not authorized to provide additional space, furnishings, or equipment not noted in the Use Agreement without written permission from the school administrator noted as a Use Agreement addendum, and signed by the user as well.
7. Persons using the kitchen must do so in accordance with all the kitchen policies posted. Food sales of any kind using the DPCA kitchen facility require specific permission as noted on the Use Agreement.
8. No school property may be removed from the premises unless such permission is specifically detailed in the Use Agreement.
9. Patrons or participants shall remain in the authorized area(s) or room(s) and not intrude into other areas of the building. Children under the age of sixteen (16) must be supervised at all times by an adult aged 21 or older. Adult supervision is required at all times on the playground and in the gymnasium.
10. Everyone using the gym must wear non-marking athletic shoes. No shoes or equipment that leave marks or scratch the floor are allowed in the gym.
11. The individual or organization using the building or grounds is responsible for any missing or damaged items that result from the use of the building, grounds, furnishings, or equipment, and will reimburse DPCA for any such loss.
12. Individuals or organizations that do not fulfill these responsibilities may lose the privilege of using the facilities or be assessed an additional fee for supervision during subsequent use. The DPCA School Board reserves the right to immediately revoke permission for use without refund of fees paid when these policies are violated.

6010.03 Application for Facility Use

1. Groups and individuals make their requests in writing through the school office. Requests for building use should be made at least two weeks in advance of the intended use. Requests with shorter advance time may still be considered, but on a strictly as-available basis.
2. The school office will provide the applicant with a Building Use Agreement to be completed and signed, then returned to the administrator for his or her approval. The application will include the terms and conditions of usage.
3. It is recognized that school facilities are intended primarily for the benefit of DPCA students and the educational process and that use by others in the community is an important but secondary function of the facilities. Therefore, school use of facilities has priority over other community uses and may pre-empt other uses as necessary. Though every effort will be made to construct agreements that do not interfere with either the school's or the applicant's functions, all parties to any agreement specifically recognize that in the event of schedule changes, unforeseen circumstances, or other causes, the school reserves the right to re-schedule the applicant's event or function if necessary to meet the needs of the school.

6010.04 – 6010.07 Reserved

6010.08 Clean-up

1. The facility must be left clean and in the condition in which it was found, including original setup of furnishings and equipment.
2. Bathrooms must be thoroughly cleaned following use. Correct cleaners and procedures must be used.
3. All food and drink must be confined to the areas specified in the use agreement. All floors in areas where food and drink were used must be swept and then wet-mopped using the correct cleaners. Tables, benches, and chairs must be wiped clean.
4. The gym, all stained concrete floors, and all tiled areas must be dry-mopped following use.
5. All carpeted areas must be vacuumed following use.
6. All trash must be disposed of in the proper containers. Containers more than half full must be emptied to the school dumpster.
7. Users will be billed a janitorial fee for any clean-up work left undone following the event.
8. Users may elect to have the school provide cleaning services, which will be detailed on the Use Agreement, and which will be billed to the user following the event.

6010.09 Fees

The DPCA School Board may elect to collect deposits and/or charge users fees to help offset the costs of maintaining, heating, or cleaning the building. The board may elect to delegate authority to set fees and/or make a determination regarding charges to the school administrator.

1. The decision whether or not to charge a user fee is made on a case-by-case or user-by-user basis. No commitment to future practice is made or implied.
2. Where fees are charged, it will be according to the current fee schedule available in the school office.
3. All fees due will be clearly stated on the Use Agreement.
4. Where fees are due, they shall be payable in advance.
5. Fees collected for building use are revenue to the Academy's general operating budget.

6010.10 Warranty for Use

Darren Patterson Christian Academy makes no warranty, either express or implied, as to the suitability or fitness of its building, furnishings, or equipment for use by other individuals or organizations.

6010.11 Public Availability of and Assumption of Agreement with Policy 6010

Policy 6010 and a copy of the Building Use Agreement are publicly available on the school's website. Any and all persons or organizations using Darren Patterson Christian Academy buildings or facilities are assumed to be in agreement with and are subject to the terms of these policies. Failure to complete paperwork, obtain signatures, or other lapses in procedure do not release individuals or organizations from their responsibilities or obligations under these policies or as noted on the sample Building Use Agreement. This section refers to lapses in procedure only, and shall not be interpreted to mean that DPCA grants permission to individuals or organizations to use its building, grounds, furnishings, or equipment without a completed Building Use Agreement.

6010.12 Exceptions or Exemptions

None.