

POLICY #3326

**NORWICH FREE ACADEMY
FACILITIES USE POLICY**

Norwich Free Academy (hereinafter, “NFA”) campus and facilities exist to support the mission of the institution. Beyond instructional, extracurricular, and athletic uses, in recognition of NFA’s commitment to community partnership and public service, NFA may allow, on a limited basis, use of certain facilities to other groups, entities, and organizations.

Requests for appropriate use of NFA facilities are subject to compliance with the processes, restrictions, fees, safeguards, and approvals outlined below.

Use of facilities by NFA takes precedence over use by other groups, entities, and organizations. NFA reserves the right to limit any use which in its judgment does not support, or relate to, NFA’s mission.

Use of NFA’s facilities and the associated facility fees and/or reimbursable costs are not intended to produce revenue for NFA. Approved users assume costs to reimburse NFA for expenses associated with the use of NFA’s facilities.

DEFINITION

For the purposes of this policy an “Event” is defined as any occurrence outside of NFA’s every day, ordinary, academic, and business activity.

ELIGIBLE GROUPS, ENTITIES, AND ORGANIZATIONS AND PRIORITY OF USE

NFA reserves the right to limit any use of school facilities which in its judgment does not support, or relate to, NFA’s mission. As identified below, the use of NFA facilities under this Policy is limited to use by various types of approved groups, entities, and organizations in furtherance of NFA’s mission, including its commitment to community partnership and public service. This Policy is not intended to make NFA facilities available for individual private use unaffiliated with a group, entity, or organization or unrelated to NFA’s mission and instructional, extracurricular, and athletic uses.

USER GROUPS

Group I	All Regulations Apply except 7, 12, 16, 17, 20, 21	NFA Instructional, extracurricular, and athletic functions. Group I users may be billed applicable costs. This group includes the NFA Foundation, Inc., the NFA Alumni Association, Slater Museum, and the Friends of Slater Museum.
Group II	All Regulations Apply	Governmental, charitable, and/or nonprofit groups, entities, and organizations in or related to NFA’s partner communities. Group II pays only applicable reimbursable costs.

Group III	All Regulations Apply	<p>All other groups, entities, and organizations other than Group I and II. Group III pays the Facility Fee and any applicable reimbursable costs.</p> <p>The approval of the Head of School, or his/her designee, is required for all facility usage requests submitted by governmental, charitable, and/or nonprofit groups, entities, and organizations not from or related to NFA's partner communities, and any private or otherwise for-profit groups, entities, or organizations, or any other groups, entities, or organizations seeking to use NFA facilities for for-profit purposes.</p>
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REGULATIONS

1. A representative of NFA must be present at all times when school facilities are in use and that representative's determination regarding any questions, concerns, or conflicts which may arise shall be final.
2. Any required or discretionary approvals provided for under this Policy shall be issued by the Head of School or his/her designee. Any notices required of Users under this Policy shall be provided in writing, unless otherwise specified, to the Head of School or his/her designee. The appropriate manner to provide such notice, and the name and contact information of such designee, if applicable, shall be provided as part of the application and approval process.
3. Each group, entity, or organization (hereinafter, "User") is responsible for the conduct and supervision of all Event participants and/or guests. A representative or representatives of the User must remain on the NFA premises throughout the Event and must maintain control at all times. Names and addresses of all persons designated to act as representatives for the above-described purpose must be submitted with the application, and that person or those persons will be held responsible for the supervision of the Event participants and/or guests and any property damage.
4. All use of NFA facilities must conform to all state and local fire, safety, and public health, ordinances, codes, and/or regulations and receive approval from the City of Norwich Fire Marshal. All posted occupancy limits must be observed. In the event that a fire alarm is triggered for any reason, the facility must be cleared immediately. The facility will then be under the control of the fire official in charge and may not be re-entered until said official gives authorization to re-enter.
5. At the beginning of any Event at which twenty-five (25) or more persons will be present for the entire time, in accordance with state and local fire and safety ordinances, codes, and/or regulations, an announcement shall be made about emergency exits and clear aisles.
6. Parking on NFA school grounds is limited. Parking for NFA use takes precedence over Events hosted by non-NFA Users pursuant to this policy. All approvals for facilities use will take into consideration parking demands. Campus Safety will review parking demands for facilities use requests before any approval can be granted.
- *7. For Group II and Group III Users only, all Event promotion must clearly indicate the Event sponsor as distinct and separate from NFA so as to avoid any misperception or misrepresentation

about sponsorship. All print and digital media and signage will include the following statement “[NAME OF USER], the [NAME OF EVENT] sponsor and its employees, volunteers, agents and any of its programming, instruction, and training is not affiliated with, endorsed by, or sponsored by NFA or NFA Foundation, Inc.”

This regulation does not apply to Group I Users.

8. Illegal activities are prohibited on NFA school grounds and will not be tolerated. Any violations may justify immediate cessation of an Event, and permanent restriction of the User(s) involved.
9. Use or possession of unauthorized alcoholic beverages and illegal drugs or unauthorized controlled substances is prohibited on the school grounds of NFA at all times.
10. All tobacco, smoking, and vaping products/devices are prohibited on the school grounds, both indoors and outdoors, of NFA.
11. Possession, consumption, use, service, sale, purchase, and/or distribution of alcoholic beverages during every day, ordinary, academic, and business activity on the school grounds of NFA is prohibited. NFA complies with the laws of the State of Connecticut related to the possession, consumption, use, service, sale, purchase, and/or distribution of alcoholic beverages and those laws and/or regulations promulgated by any local or city agency with regulatory authority regarding the same. The use and possession of alcoholic beverages on the school grounds of NFA by persons other than those of legal drinking age as defined by the laws of the State of Connecticut will not be condoned. Notwithstanding the foregoing, the possession, consumption, use, service, sale, purchase, and/or distribution of alcoholic beverages may occur during Events on the school grounds of NFA held pursuant to this Policy in accordance with the procedural guidelines set forth below:
 - a. For purposes of this policy, “alcoholic beverage” means alcohol, beer, spirits, and wine and every liquid or solid, patented or not, containing alcohol, spirits, wine, or beer and capable of being consumed by a human being for beverage purposes.
 - b. Alcoholic beverages may only be possessed, consumed, used, served, sold, purchased, or distributed on the school grounds of NFA during an Event approved and held pursuant to this Policy. Any User intending to host an Event on the school grounds of NFA at which it is intended that alcoholic beverages may be present, consumed, used, served, sold, purchased, or distributed must, in addition to any other requirements for holding an Event under this Policy, obtain approval to possess, consume, use, serve, sell, purchase or distribute alcoholic beverages at such Event.
 - c. Under no circumstances may any individual under the age of twenty-one (21) years old possess, serve, consume, use, or purchase alcohol on the school grounds of NFA.
 - d. Any possession, consumption, use, service, sale, purchase, or distribution of alcoholic beverages permitted pursuant to this policy must comply with the laws of the State of Connecticut related to the possession, consumption, use, service, sale, purchase, and/or distribution of alcoholic beverages and those laws and/or regulations promulgated by any applicable local or city agency with regulatory authority regarding the same.
 - e. Under no circumstances may an Event held pursuant to this Policy include or permit the possession, consumption, use, service, sale, or distribution of alcoholic beverages on a regular school day during regular school hours.

- f. A User desiring to permit the possession, consumption, use, service, sale, purchase, or distribution of alcoholic beverages at an Event held pursuant to this Policy may only do so in the form of alcoholic beverage service provided by an outside vendor experienced in alcoholic beverage service, contracted by the User to provide such service at such Event, and approved by NFA. NFA may, in its discretion, maintain a list of approved outside vendors that Users will be required to use. The User's agreement with the vendor shall make the vendor responsible for the service, sale, and distribution of alcoholic beverages at the User's Event. The User shall be responsible for ensuring that the vendor provides appropriately qualified, trained, licensed, certified, and/or authorized staff for the service, sale, and/or distribution of alcoholic beverages. The vendor's staff shall be considered appropriately minimally qualified if staff members have been trained and/or certified as part of an alcohol server education, training, and/or certification program that includes program designed to teach participants to prevent intoxication, drunk driving, and underage drinking among the people to whom they sell or serve alcohol, such as TIPS or ServSafe.
- g. NFA is not in the business of selling, serving, or otherwise distributing alcoholic beverages and does not possess any permits, licenses, or authorizations for selling, serving, or distributing the same. It is the responsibility of the User to obtain the permit(s), license(s), and/or authorization(s) for the possession, consumption, use, service, sale, purchase, or distribution of alcohol, as appropriate, at the User's Event from the State of Connecticut, City of Norwich, and/or other authority which may be required under the laws of the State of Connecticut and those laws and/or regulations promulgated by any local or city agency with regulatory authority regarding the same. The User must provide copies or documentation of such permit(s), license(s), and/or authorization(s) to NFA at least forty-eight (48) hours prior to such Event. This requirement may be satisfied if the outside vendor contracted to provide alcoholic beverage service, sale, and/or distribution as described above can provide copies or documentation of the appropriate permit(s), license(s), and/or authorization(s).
- h. Alcoholic beverage service permitted under this Policy shall be limited to beer and wine service, which may include cider.
- i. Food and non-alcoholic beverages must be available at Events where alcoholic beverages are served. If alcoholic beverages are available to Event participants and/or guests at no cost, then food and non-alcoholic beverages must be available to Event participants and/or guests at no cost.
- j. Only one alcoholic beverage may be served to an individual at a time. An exception to this limitation may be permitted for beer or wine tasting events when: (i) the tasting event is limited only to one category of samples, i.e., a beer tasting or a wine tasting; and (ii) servings of alcoholic beverages per person are limited to no more than four (4) three-ounce (3 oz.) samples of beer at any one time, or no more than four (4) one-and one-half ounce (1.5 oz.) samples of wine at any one time.
- k. Alcoholic beverage service may be made available for no more than three (3) hours during an Event and must end at least one (1) hour prior to the pre-determined end of the Event.
- l. NFA may require, in its discretion, a police or other security detail for any Event with more than fifty (50) guests or as may be required by appropriate permitting or licensing authorities. The level of coverage required, as well as any exceptions, are to be determined by NFA.

- *12. Food is allowed only in certain areas of NFA facilities and will incur an additional surcharge. Any food and/or catering may only be provided by NFA's official food provider or a food service provider properly licensed to provide such services in Connecticut. No potluck is allowed.
**This regulation does not apply to Group I Users.*
13. Use of NFA facilities for Events will be strictly limited only to those areas and times specifically requested and approved.
14. Without prior written approval by NFA, Users may not share a facility, nor may any User display or exhibit promotional or advertising materials related to a separate group, entity, or organization, unless specifically disclosed and approved in the application process.
15. Use of NFA facilities for Events requiring certification, licensing, permitting, authorization, etc. which may be required under the laws of the State of Connecticut and those laws and/or regulations promulgated by any local or city agency with regulatory authority regarding the same (e.g., raffles, movies, 50/50, etc.), must conform to all applicable laws and regulations. Securing any required certification(s), license(s), permit(s) and/or authorization(s) is the responsibility of the User who must submit proof of the required certificate(s), license(s), permit(s), authorization(s) etc. as applicable at least forty-eight (48) hours prior to such Event.
- *16. Any User using NFA facilities is responsible for any damage to property that occurs during the period of use and will be billed for such damage.
**This regulation does not apply to Group I Users.*
- *17. Any User must have or purchase liability insurance in the amount of \$1,000,000, listing NFA as an additional insured, unless otherwise covered by existing NFA insurance. Such certificate of insurance from the insurance carrier must be submitted before final approval is granted.
**This regulation does not apply to Group I Users.*
18. Depending upon the scope, size, and/or nature of an Event, NFA may require the User to contract services of the Norwich Police Department, Norwich Fire Department, local ambulance service, emergency medical provider, or similar service providers as identified and/or approved by NFA. It will be the responsibility of the User to make arrangements directly with the applicable service provider and provide proof of those arrangements if services are deemed necessary. Such proof will be required before any approval is granted.
19. If schools are closed because of inclement weather or for other unforeseen circumstances, a User's Event will be automatically canceled and all prepaid fees will be refunded. A rescheduled Event will be given priority over new requests.
- *20. All fees will be billed through NFA's Finance Office. Fees will be charged as determined by the Fee Structure. Users will receive a cost quotation before final approval. A deposit of 50 % of that quotation will be required before final approval is granted. Payment must be made in full at least forty-eight (48) hours before the Event. **This regulation does not apply to Group I Users.*

- *21. After the Event, a final invoice will be issued, which may include additional financial obligations, including those incurred for damages caused by the User or any guests. All financial obligations must be met within two (2) weeks following the receipt of the final invoice.
**This regulation does not apply to Group I Users.*
22. Any equipment (e.g., technology, audio visual, chairs, tables, props, etc.) to be brought on NFA school grounds must be inspected and approved by the NFA Facilities Department in advance.
23. Any use of NFA-owned technology equipment (e.g., computers, projection display, sound system, theatrical lighting, microphones, etc.) requires an additional fee for the services of an NFA IT/AV technician or duly appointed representative to be on site to operate and /or oversee use of the technology equipment.
24. No nails or screws may be driven into any part of the facility, or any objects, items, or displays, or fastened in any way to walls, doors, railings, etc. without the prior written consent of NFA. Construction of scenery, ramps, extensions, or the like is also prohibited.
25. No animals (other than duly documented service or therapy animals) are permitted within school buildings or on school grounds.
26. Events are expected to end by a pre-determined ending time. School facilities must be completely cleared of Event participants and/or guests immediately following the scheduled completion of an Event. A User shall remove all personal property that it brought to NFA immediately following completion of its Event, and leave the Event space in clean, broom swept condition with all rubbish and debris generated by the Event deposited into appropriate refuse containers.
27. School facilities may not be used for the promotion of any commercial interest or private or corporate profit other than by a duly organized and recognized charity or nonprofit organization. At its sole discretion, NFA reserves the right to refuse facility use to any individual, group, entity, or organization.
28. All use of facilities shall, in the sole determination of NFA, have educational or community value. No program will be scheduled if it interferes with the normal use of the school facility for school purposes.
29. Users seeking to cancel an approved Event must provide notice to NFA no later than forty-eight (48) hours before the Event or else the Facility Fee will be forfeited.

AREAS AVAILABLE

The areas available under this policy are listed below and are strictly subject to layout and setup as predetermined and approved by the City of Norwich Fire Marshal.

FEE STRUCTURE

The fee structure is revised annually based upon the NFA fiscal year, July 1-June 30.

AREA	FACILITY FEE	GROUP I	GROUP II	GROUP III
Gym	\$100/HR	May be billed applicable costs	Applicable reimbursable costs	Facility Fee & applicable reimbursable costs
Atrium	\$500/Four Hours	May be billed applicable costs	Applicable reimbursable costs	Facility Fee & applicable reimbursable costs
Conference Room	\$200/Four Hours	May be billed applicable costs	Applicable reimbursable costs	Facility Fee & applicable reimbursable costs
Classroom	\$100/Four Hours	May be billed applicable costs	Applicable reimbursable costs	Facility Fee & applicable reimbursable costs
Cafeteria (use of kitchen facilities prohibited)	\$300/Four Hours	May be billed applicable costs	Applicable reimbursable costs	Facility Fee & applicable reimbursable costs
Auditorium	\$500/Four Hours	May be billed applicable costs	Applicable reimbursable costs	Facility Fee & applicable reimbursable costs
Slater A/B	\$300/Four Hours	May be billed applicable costs	Applicable reimbursable costs	Facility Fee & applicable reimbursable costs
Practice Field	\$100/HR	May be billed applicable costs	Applicable reimbursable costs	Facility Fee & applicable reimbursable costs
Turf Field	\$100 -Reservation fee (non – refundable) \$100 - Security fee \$100/HR - Field & Track \$100/HR - Lights \$150 - Event Supervisor (per Event) \$100 – Scoreboard & Sound (per Event)	May be billed applicable costs	Applicable reimbursable costs	Facility Fee & applicable reimbursable costs

NFA Grounds	\$500 minimum (total fee determined by area)	May be billed applicable costs	Applicable reimbursable costs	Facility Fee, applicable reimbursable costs
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REIMBURSABLE COSTS

*Security NFA Campus Safety Personnel	Actual cost incurred per Event. Fees vary and are dictated by straight time, overtime and double time rates as applicable.
*Facilities Maintenance Personnel	Actual cost incurred per Event. Fees vary and are dictated by straight time, overtime and double time rates as applicable.
*AV/Technology Equipment & Personnel	Actual cost incurred per Event. Fees vary and are dictated by equipment requirement, straight time, overtime and double time rates as applicable.
*Athletic Equipment & Personnel	Actual cost incurred per Event. Fees vary and are dictated by equipment requirement, straight time, overtime and double time rates as applicable.
*Utilities	\$20/HR per Event
*Food and Beverage Surcharge	\$250 per Event (in addition to any catering fee).
*Custodial Fees	Actual cost incurred per Event. Fees vary and are dictated by straight time, overtime and double time rates as applicable.

Approved: August 11, 2017