

**FAIRFAX COUNTY PUBLIC SCHOOLS  
PROCEDURES FOR LONG-TERM USE BY RELIGIOUS AND CULTURAL ORGANIZATIONS**

The requirements below are for Fairfax County organizations whose attendees will be made up of two-thirds Fairfax County residents who wish to rent Fairfax County Public Schools (FCPS) for religious/cultural programs on a long-term basis.

1. Religious/cultural organization representative(s) meets with a representative from the Community Use Section to review the attached long-term use agreement pertaining to requested space. The religious/cultural organization must provide the following two documents prior to agreement approval:
  - a) A letter from the Internal Revenue Service indicating a 501c3 nonprofit status has been established. This is not your tax-exempt identification letter. If a 501c3 is not available by religious organization, an affidavit may be obtained from the Community Use Section along with further instructions on additional information necessary concerning proof of non-profit status.
  - b) Religious/cultural organizations are required to furnish proof of liability insurance coverage with minimum policy limits of \$1,000,000 for all activities. Such proof of liability is required prior to approval of the long-term use agreement and shall name Fairfax County Public Schools as an additional insured party to this policy. A hard copy of the certificate shall be provided by the insurance broker or agent and sent, faxed, or mailed to the Community Use Section. Religious/cultural organizations are required to provide an updated insurance certificate prior to its expiration.
  
2. If the school can arrange for custodial coverage to be in the facility at the time you wish to hold your program, the program could start approximately 3 weeks following the orientation. If a school is currently under contract with a religious/cultural organization, the school is under no obligation to agree to host an additional organization per Regulation 8420.

**FAIRFAX COUNTY PUBLIC SCHOOLS  
RELIGIOUS/CULTURAL LONG-TERM USE AGREEMENT**

**I. Purpose**

This agreement between and among, \_\_\_\_\_, a religious/cultural organization for use of \_\_\_\_\_ School and the Department of Facilities and Transportation Services of the Fairfax County Public Schools (FCPS) establishes the administrative procedures for a long-term use agreement of specified rooms within said facility. Through this agreement, the named religious/cultural organization will utilize the facility for the purpose of religious/cultural programs during the days and times indicated.

**II. The Department of Facilities and Transportation Services, Community Use Section agrees to:**

- A. Accept general administrative and oversight responsibility for "Religious/Cultural Long-Term Agreements" including new agreements, renewals, updates to insurance and organization contacts, and general inquiries.
- B. Provide electronic monthly invoicing to the contacts specified to act on the behalf of the religious/cultural organization. Rental, personnel and special fees will be assessed based on use agreement, and as applicable. Credits/refunds will be handled as determined to be necessary, and in the sole discretion of FCPS.

**III. The Religious/Cultural organization agree(s) to:**

- A. The person or organizational representative who signs this agreement will be held liable for provisions of this the agreement.
- B. All organizations will accept responsibility for the care and maintenance of school facilities and agree to the conditions of use in accordance with Attachment A, *Regulations Governing Use of School Facilities*. Organization will obey public laws and School Board policy when using school property; this includes no smoking in FCPS facilities or within 40 feet of the building and no alcoholic beverages permitted in buildings or on school grounds.
- C. The religious/cultural organization shall agree to hold harmless and indemnify the Fairfax County School Board against any claim, or loss, injury or damage, including negligence by the user or by the user's employees, agents, to include all participants. This indemnification includes any damage to property of Fairfax County Public Schools.

Religious/cultural organizations are required to furnish proof of liability insurance coverage with minimum policy limits of \$1,000,000 for all activities. Such proof of liability is required prior to approval of the long-term use agreement and shall name Fairfax County Public Schools as an additional insured party to this policy. A hard copy of the certificate shall be provided by the insurance broker or agent and sent, faxed, or mailed to the Community Use Section. Religious/cultural organizations are required to provide an updated insurance certificate prior to its expiration.

- D. FCPS does not have storage space available to any user. Organizations must remove all personal belongings upon departure of each use.

- E. Elementary school classroom space is not available for use. Hallways, laboratories or other spaces housing special equipment or facilities are not available for use.
- F. The posting of temporary signs on school property is limited to the period of use and must be removed after each use. Sign size is limited to 18 inches X 24 inches.
- G. Candles and incense are prohibited in Fairfax County Public Schools.
- H. **FOOD AND DRINKS ARE PERMITTED ONLY IN THE CAFETERIA. IF EVIDENCE OF FOOD AND DRINKS IS FOUND IN OTHER ROOMS, USE OF THESE ROOMS COULD BE CANCELED.**
- I. Children must supervised by an adult at all times.
- J. Notify FCPS of any changes to the name or contact information or title of the organization or the organization's authorized representative within one week of the effective date of change.
- K. Organizations entering into a long-term agreement with Fairfax County Public Schools will be permitted use on Christmas Eve, only if a custodian can be secured for that evening. The Christmas Eve service must be concluded in order for the custodian to leave the building by 7 p.m. (All cleanup and take down must be done so the last person leaves by 6:30 p.m.) **Use on New Year's Eve is not permitted.** No use will be permitted on any other FCPS 12-month employee holiday.
- L. Organizations have the option to do their own setup, takedown, and cleanup of all areas used, to include trash removal. If cleanup does not meet school standards, cleanup charges will be assessed. The school custodial staff will clean bathrooms.
- M. FCPS personnel working to support community use shall be paid for hours worked through the Time and Attendance Process. **FCPS EMPLOYEES MAY NOT ACCEPT PAYMENT FROM THE ORGANIZATION. EMPLOYEES SHALL NOT BE REQUESTED OR PERMITTED TO VOLUNTEER THEIR SERVICES.**

#### IV. Term of Agreement:

- A. This agreement becomes effective on the date indicated and agreed upon by all involved parties and shall continue for one calendar year from September 1, 20\_\_ through August 31, 20\_\_. It may be modified at any time upon written mutual consent of both parties. Organizations that choose to terminate this agreement are required to advise the Community Use Section and the school administration in writing at least 30 days in advance of termination date.
- B. A renewal application must be filed annually with the Coordinator, Community Use Section. Organization must sign a renewal agreement at least 60 days prior to the expiration of the current agreement.
- C. Agreements are subject to rate changes upon publication of revised Notice 8420, Community Use Fee Schedules. Fees are normally revised effective July 1 of each year.
- D. Requirements should not be changed each week. Arrangements for additional space or a change to the monthly requirements must be submitted to the school administration and the

Community Use Section in writing. These requests should be received by the 15<sup>th</sup> of the prior month in order for invoicing to be completed correctly.

- E. When there is threat of Inclement Weather in our area, we advise all community groups using FCPS facilities to listen to your local television and radio stations or cable channel 21 for information regarding the cancellation of community activities at FCPS facilities. Notification will be given on a daily basis and the statement is normally that “**all activities**” are canceled. This notification statement includes religious/cultural activities. You may also obtain cancellation information by connecting to the FCPS web page at [www.fcps.edu](http://www.fcps.edu) and refer to the Emergency Announcement bulletin. It is suggested that organizations register under the FCPS “Keep in Touch” program to receive school closing announcements via email.
- F. There may be times when the school may need the area being rented for school activities/programs. The organization agrees and understands that their program may be moved to another area of the school or could be canceled.
- G. Upon signing this agreement the organizations acknowledges and agrees to a ten percent penalty fee for late payment received after the due date. On the past due date, the Community Use Section will provide a revised invoice reflecting the penalty fee. When fees are not paid prior to the event date, the organization will not have access to the facility.

Returned checks will be referred to a collection agency, and future facility use may be denied. Situations involving the collection of penalties for late payment of fees, and/or fees referred for collection to an attorney, will be determined by the Coordinator, Community Use Section.

- H. The Community Use Section reserves the right to terminate an organization’s agreement for failure to comply with procedures outlined.
- I. Termination of Agreement: This AGREEMENT may be terminated by either party, with or without cause, at any time prior to the expiration date specified in Section IV.A. of this AGREEMENT, by giving 30 day’s notice in writing to the other parties.

\_\_\_\_\_  
Principal Date\_\_\_\_\_

\_\_\_\_\_  
Coordinator, Community Use of Facilities or Designee Date\_\_\_\_\_

FCPS Department of Facilities and Transportation Services

\_\_\_\_\_  
Designee, Religious/Cultural Organization Date\_\_\_\_\_