

Community Use of School Facilities

Request procedures

1. Requests to use school facilities shall be made at least three weeks in advance. Requests for individual schools will be scheduled through facility rentals. All decisions on the use of each building or field will be determined by facility rentals in coordination with the building administrators and the district.
2. Contracts involving several schools or extending over the course of the school year shall be processed annually through facility rentals. Facility rentals will coordinate these requests with the individual schools. Alternate locations will be offered whenever possible if a particular building or field cannot accommodate all requests. All use of school facilities shall be subject to the general guidelines and availability of district staff.

Rate structure

Rental charges have been established using the following criteria.

1. Size of facility
2. Requirement for a district employee (building support) to be present during the entire time an outside organization is using the building or when an event is held outside of the hosting school's building
3. Setup expenses
4. Energy expenses, i.e. utilities
5. Use of district equipment, i.e. public address system

Facility rentable hours shall be after the school day has ended unless otherwise waived by the building administrator.

Facilities shall not be rented when the district is closed for holidays in accordance with the school district calendar.

Special partnerships

Rental fees may be waived for charitable or non-profit organizations or special partnership groups as determined by the superintendent or designee.

The district shall approve all special partnerships in advance and all special partnerships shall be reviewed annually.

Fees

Rental fees shall be determined by the superintendent or designee and shall be reviewed annually.

1. User fees

Any organization or individual will be required to pay the cost of custodial services and other costs related to use of the building. (Facility use during times when buildings are not typically operational results in direct costs to the school district, such as the additional work required in opening, securing, upkeep, cleaning, etc., related to the rental.)

2. Equipment

Equipment of any kind may be available on a case-by-case basis. Fees and availability of equipment will be determined by the superintendent or designee.

Guidelines/expectations

1. Any specific preparation of fields or tracks or other special arrangements to be carried out by school district personnel shall be determined on a reasonable additional cost basis. The user is responsible for sanitary facilities for outdoor activities and trash pick-up and removal. Snow removal will be an additional charge when required for the safety of renters. Additional requirements will be addressed in individual contracts.

2. No approval of use or facility use will be transferred to any person or group other than the one to whom it has been issued.

3. Safety

All applicable fire and safety laws/regulations governing use of school facilities must be observed at all times, including:

- a. Auditorium exit lights must be available.
- b. Open flame (including candles) is prohibited.
- c. Room capacity is not to be exceeded.
- d. Temporary electrical or mechanical modifications must be approved by the maintenance supervisor.
- e. Flammable holiday or other decorations are prohibited.
- f. Stairways, corridors, and entrances/exits must be kept free of obstruction at all times.

4. Consumption, distribution or possession of alcohol or controlled substances on school grounds is specifically forbidden by law and Board policy. For purposes of this policy, "controlled substances" means drugs identified and regulated under federal law, including but not limited to marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines (including methamphetamine). Failure to comply will be dealt with by local law enforcement agencies.

5. Smoking, chewing or any other use of tobacco products within the building or on school grounds is prohibited in accordance with state law and Board policy on tobacco-free schools. Violations shall result in immediate denial of use by offending individuals and may result in withdrawal of approved use by the responsible group and notification of proper authorities.
6. The unlawful possession of a deadly weapon, as defined in state law, is prohibited on school district property or in school buildings.
7. No school building or facility shall be used for any purpose which could result in picketing, rioting, disturbing the peace or damage to property or for any purpose prohibited by law. The district reserves the right to prohibit use that may reflect negatively on the district.
8. Facility users who conduct large events that may present traffic or security concerns will be required to provide a security plan or may be asked to contract with appropriate security services as approved by the district.
9. The district reserves the right to cancel any agreements due to extreme wear or field deterioration or when weather and growing conditions do not permit proper development of fields.
10. In the event that the district closes school for inclement weather, all district facilities shall also be closed to renters as well. Any exception must be approved by the superintendent or designee. The school district and the requestor shall provide emergency contact information on the request form for notification of weather-related delays or closures. Rescheduling of events or refunds due to cancellations may be requested through school services.

Closures for weekend or school holiday activities shall be determined by the school building designee.
11. District security and safety guidelines must be followed by all facility users. All community events that are not charged a custodial fee shall provide a person to stand at the entrance to let participants inside the facility when district personnel are not present. After an event begins, the facility shall be secured and a group contact cell number shall be posted on the entrance for admittance.
12. Outdoor school facilities are closed and off limits after dark, except for those areas lighted for nighttime use.
13. In an effort to maintain the safety, security, and privacy of students, staff, and visitors, the district has determined that the operation of unmanned aerial systems (UAS), also known as drones, is prohibited by any persons on or over district property and at district-sponsored events. For the purposes of this policy, a UAS is any aircraft without a human pilot aboard the device. This prohibition applies to all school district indoor/outdoor property and includes a ban at all venues including the spectator areas and parking areas. An exception to this policy may be made in specific cases where

circumstances warrant, but must be approved in advance by the superintendent or designee.

Guidelines for religious use

Facilities may be used for religious activities under the following conditions:

1. Church services and religious activities must be conducted at times when school is not in session.
2. Religious objects and symbols must be removed after each use.

Nondiscrimination

All users are subject to laws and regulations applicable to school districts which prohibit unlawful discrimination based upon age, sex, sexual orientation, national origin, race, color, ancestry, creed, religion, marital status, disability or need for special education services.

Cancellation and revocation

Cancellation and requests for refund shall be in writing and may be submitted by email 48 hours prior to event. The user must notify school services if the intended use is canceled or adjusted.

The district reserves the right to cancel building or field use permits should the space be needed for school or school-related activities. This privilege will be used only when necessary due to unavoidable circumstances. Attempts will be made to offer alternative space.

Grass fields may not be available for community use when scheduled maintenance is to be performed or "rest periods" are deemed necessary.

The district may revoke building or field use at any time as determined by the superintendent, school building designee, or facility rentals. Facility rentals shall determine if appropriate financial adjustments will be made.

A cancellation fee will apply for "no-shows" based on whatever costs have been incurred by the district and for the potential loss of revenue.

Failure to comply with these guidelines/expectations may result in revocation of contract and denial of future use privileges.

Approval and payment

A non-refundable deposit up to 50% of the estimated costs may be requested in advance of the event. Facility rentals, in coordination with the building administrator, shall make determinations as to the appropriateness of need for school district personnel to be in attendance at the activity and shall adjust rates commensurate with the charges assessed in relation to building or field use.

Specific approval of dates, times, and places shall be provided to the requesting group by facility rentals. Representatives of the requesting group shall assume responsibility for ensuring that group members respect and abide by the approved times, dates and places. Failure to comply shall result in cancellation of any approvals for facilities use by that organization for the remainder of the season.

Liability and insurance

The requesting group shall assume responsibility for liability, supervision, and appropriate control. Clean-up of any materials brought to the site shall be the responsibility of the user. Vehicles or animals are forbidden on the tracks or athletic fields. Driving on district grass fields is not permitted. The requesting group shall be billed for any damage or clean-up that may result from the use.

School district policy insurance and comprehensive general liability insurance do not extend to community or other groups using school facilities.

The district requires non-school groups to provide certificates of insurance which must be presented at time of contract unless waived by the district and shall add as additional insured entity the district unless waived by the district.

Approved: September 15, 2005
Revised: June 2012
Revised: June 2014
Revised and recoded: June 16, 2016

LEGAL REFS.: C.R.S. 18-18-407(2) (*crime to sell, distribute or possess any controlled substance on or near school grounds or school vehicles*)
C.R.S. 22-32-109 (1)(bb) (*board duty to prohibit use of tobacco products on school property and at school-sponsored activities*)
C.R.S. 24-10-101 *et seq.* (*Colorado Governmental Immunity Act*)
C.R.S. 24-34-601 (*discrimination in places of public accommodation*)
C.R.S. 24-34-602 (*penalty and civil liability for unlawful discrimination*)
C.R.S. 25-1.5-106 (12)(b) (*possession or use of medical marijuana in or on school grounds or in a school bus is prohibited*)
C.R.S. 25-14-103.5 (*use of tobacco products on school property is prohibited*)

CROSS REF.: ADC, Tobacco-Free Schools