

## Community Use of School Facilities

Community groups shall be permitted and encouraged to use school facilities for worthwhile purposes when such uses will not interfere with the school program. All arrangements shall be subject to the following provisions:

### Eligible Organizations

Organizations connected with and promoting recognized school functions may use the buildings without charge.

Other organizations, ~~[including the Boy Scouts of America, Big Sisters of America, Boys and Girls Clubs of America, Future Farmers of America, Girl Scouts of America, Little League Baseball Inc. and any other group intended to serve youth under the age of 21 listed in Title 36 of U.S. Code]~~ may use school property upon payment of suitable fees and costs, according to the fee schedule recommended by the superintendent and approved by the Board of Education. ~~Rental or fees may be waived for charitable or other nonprofit organizations or groups by the Board.~~

Whenever a community group is permitted to use a school or other facility, the ~~building Administrator~~ ~~district administration~~ will determine if school personnel are required to be on hand, paid for by the organization., ~~when in the opinion of the building Administrator it is necessary to supervise the individuals and protect school property.~~ The number of paid employees shall depend on the type of service, number to be served and number of volunteer helpers.

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.

### Rental Charges and Approval of Use

Specific regulations for scheduling outside uses of school facilities shall be drawn up by the superintendent and approved by the Board. Fees for the use of school facilities shall be determined by the superintendent or designee based upon the rental charges and personnel fees approved by the Board.

All rentals of school facilities shall be approved by the superintendent or designee on the basis of this policy and its accompanying regulations. Any special requests or exception to policy and/or regulations must be approved by the Board.

All long-term rental agreements must be renewed at the beginning of each school year.

Any individual, group or organization using school property as provided under this policy shall hold the Board of Education, individual Board members and all district officers,

agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be in any way caused by such use or occupancy. When using school facilities, organizations will be required to furnish satisfactory liability insurance protection.

Adopted: April 10, 1995  
Reviewed: August 10, 1998  
Revised: November 9, 1998  
Revised: August 7, 2019

LEGAL REFS.:

20 U.S.C. 7905 (Boy Scouts of America Equal Access Act)  
C.R.S. 22-32-110 (1)(f)

CROSS REFS.:

EDC, Authorized Use of School-Owned Materials or Equipment  
JJA-2, Student Organizations – Open Forum

## Community Use of School Facilities

### Responsibility

The Chief Financial Officer **or designee** shall be responsible for the administration of the accompanying policy on community use of school facilities.

~~The Executive Secretary will assist potential users in finding suitable space and providing technical assistance to appropriate building staff upon request.~~

### Scheduling

After district activities have been scheduled, space will be available with attention to broad and equitable use of facilities. Alternate locations will be offered whenever possible if a particular building cannot accommodate all requests. All use is subject to the general guidelines and availability of district staff.

The ~~Executive Secretary~~ **Chief Financial Officer or designee** shall be responsible to work with each building's administration and the district's custodial manager to schedule facility use events and to ensure all appropriate documentation has been received from the renting party prior to the event. ~~for notification of each principal and head custodian of the date and time of all building activities and the rooms reserved and for keeping a calendar of all rental commitments and reservations for regular school activities during the year.~~

Permission for use during the hours of the regular school day or during ANY period after the closing of school, which in the judgment of the principal may be necessary for school purposes, may be refused.

### Field use

Fields will be available for approved community use. This use is subject to cancellation or adjustment due to weather or field conditions. Groups requesting reserved and exclusive use shall be charged a fee based on the FEE SCHEDULE. Do we want to leave this or do we want to make it so that any group using a field needs to go through the process?

### Application for use

Written approval is required for use of a school building or grounds by any group that is not a part of the regular public school program. Such approvals which are considered to be a part of these regulations may be granted for a single use or a limited, continuing use.

The requestor must submit a completed RENTAL AGREEMENT form for “Use of School Facilities” to the Chief Financial Officer or designee for approval, denial, or modification.

Approval will depend upon satisfactory assurance that the use of the school facility will be under the direct supervision of an adult who in the judgment of the ~~Building-Principal/Building Supervisor~~ **district administration** is responsible and competent to supervise the proposed program or activity. The supervision provided by each renting group must be adequate to ensure that the members of the group remain in the assigned portion of the facility. If required by ~~school officials~~ **district administration**, guards or uniformed police also must be provided at the expense of the user.

If approved, the activity will be added to the building master calendar and copies of the application will be completed and distributed to ~~the Director of Facilities, head custodian, principal, applicant and~~ other school personnel as deemed necessary.

### **Cancellation and revocation**

The user must notify the ~~Executive Secretary~~ **Chief Financial Officer or designee** if the event is canceled or times are adjusted. Repeated and/or short notification of cancellations may result in denial of further requests for building use.

The district reserves the right to cancel building use agreements 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. The district may revoke building use at any time. When this occurs, appropriate financial adjustments will be made.

### **General regulations**

1. A regularly employed member of the custodial staff may be required to be on duty during the use of any school building by groups to which permission has been granted.
2. No agreement will be transferred to any person or group other than the one to whom 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 used.
  - b. Open flame (including candles) is prohibited.
  - c. Room capacity is not exceeded.
  - d. Temporary electrical or mechanical modifications are prohibited.
  - e. Flammable holiday or other decorations are prohibited.
  - f. Stairways, corridors and entrances/exits must be kept free from obstruction at all times.
  - g. No equipment, scenery or decorations of any type may be used within the building or on the premises except as specifically authorized in the agreement. Such authorized equipment,

scenery or decorations, must conform to all local and state regulations and must not be attached to the walls, floors or ceilings (except to anchors presently provided).

4. Prohibited activities on district property

- a. Use or possession of alcohol or controlled substances. For purposes of this regulation, “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.
- b. Smoking, chewing or any other use of tobacco products within the building or on school grounds in accordance with state law and Board policy on tobacco-free schools. If an individual group does not comply with this policy or these regulations, the group will be denied use of district facilities for a period of no less than 18 months.
- c. All disruptive or illegal activities, including obscene language, quarreling or fighting.
- d. Unlicensed gambling.
- e. Unlawful possession of a deadly weapon, as defined in state law, on school property or in school buildings, unless such possession is in accordance with C.R.S. 18-12-105.5 or 18-12-214(3). For purposes of this policy, “deadly weapon” means:
  - a firearm, whether loaded or unloaded;
    1. a fixed blade knife with a blade that exceeds three inches in length;
    2. a spring-loaded knife or a pocket knife with a blade exceeding three and one-half inches in length;
    3. or any other weapon, device, instrument, material, or substance, whether animate or inanimate, that is used or intended to be used, or designed to be used to inflict death or serious bodily injury including, but not limited to, a BB gun, a slingshot, bludgeon, nunchucks, brass knuckles or artificial knuckles of any kind.

4. Damage

- a. The approved party will be responsible for all damages and losses to the school facility and/or the contents and must indemnify and hold harmless the Board and its employees from any claim resulting from or arising out of the use of the school facilities named in the application or any part of the facilities covered in the application.
- b. The Board will not be held responsible for any damage or loss which may occur to non-school property brought on the premises. Such property must be removed from the facility immediately after the use or before such time that the materials will interfere with school activities.

5. Insurance

- a. School district property insurance and comprehensive general liability insurance do not extend to community or other groups using school facilities.
- b. The district requires non-school groups to provide certificates of insurance in the amount of \$1,000,000.

6. Locations

All applications will be approved for specific rooms or fields. It will be the responsibility of the approved party to restrict the activities of the group to that specific area except for necessary hallways and restrooms. The approved party is responsible for not allowing unauthorized individuals into the approved area or activity.

7. Times

Facility use times will be specified in the application. All groups are expected to vacate the premises by the hour specified. An additional hour rental may be charged for early arrival or late exit.

8. Days

Facilities may be rented Monday through Friday as space is available and as such rental does not interrupt or disturb regular school activities. Use of school facilities on Saturday or Sunday may be permitted and will be subject to staff availability where applicable. Summer use may be limited due to custodial work schedules.

9. Clean up

General clean up will be the responsibility of the approved party. Rubbish must be removed from the facility immediately after use or before such time as it will interfere with school activities. Additional fees will be charged for clean up when deemed necessary.

**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.

**In-District and Out-of-District Fee Schedules**

The Board shall maintain fee schedules for in-district and out-of-district renters. In-district renters are defined as events that will have 50% or more of its participants who live within the boundaries of the district. Additionally, in-district renters must have their address be within Weld County School District RE-5J boundaries. Out-of-district renters are defined as having an event that has less than 50% of its participants living in the district and/or the renter's address not being within district boundaries.

**Rental categories**

**Category 1 - DISTRICT ACTIVITIES**

No rental fee shall be charged to the following:

1. School-affiliated groups such as parent-teacher organizations, school-related parent and community groups, or employee groups of an educational, recreational, social or professional nature as approved by the Building Principal/Building Supervisor.
2. Governmental entities using facilities as a polling place.
3. Precinct caucuses.

**Category 2 - RECIPROCITY AND JOINT USE AGREEMENTS**

1. Separate agreements are established for these uses.

**Category 3 - NON-PROFIT YOUTH ACTIVITIES**

1. Scouts, youth leagues, and other youth groups.

**Category 4 - NON-PROFIT COMMUNITY GROUPS**

1. Community-sponsored groups that do not charge a fee and whose main purpose is to hold an informative meeting that is open to the public (such as League of Women Voters, political parties, local neighborhood organizations and recognized community service groups).
2. Community-sponsored youth and senior citizen activities when:
  - a. Instructors or supervisors receive no payment for their involvement in that activity.
  - b. Fees for the activity, if any, provide only for direct non-personnel costs.
3. Church services and events

**Category 5 - COMMERCIAL YOUTH AND ADULT ACTIVITIES**

1. For-profit groups and individuals where the use is not incompatible with Board policy.

## Fees

### 1. Custodial

Any organization or individual, regardless of classification, shall be required to pay the cost of custodial services if use of the facility will result in direct costs to the school district. For those facilities where a custodian is regularly on duty during the rental, the user may be charged up to ~~2~~ 1.5 hours per use (30 minutes before the event and 1 hour after) at the current custodial salary rate to compensate for additional work required in opening, securing, cleaning, etc., related to the rental.

### 2. Cafeteria

~~A school cafeteria manager or other designated employee(s) must be present for general supervision of the cafeteria/kitchen. The user shall pay the district in accordance with the fee schedule for all required personnel.~~ District kitchens used for food service operations are not rentable. Cafeteria seating space is rentable.

### 3. Payment

All users are expected to pay rental fees in advance. Organizations that have made prior arrangements with the Chief Financial Officer or designate may pay on a monthly basis. Organizations wishing to pay on a monthly basis should submit a request in writing. Failure to pay as per agreement may result in denial of access to the facility and denial of future requests. Checks should be made out to the school district and forwarded to the district business office.

### 4. Financial accountability

It will be the responsibility of the Building Principal/Building Supervisor to ensure that revenue received is forwarded to the business office for deposit to the appropriate accounts. Fees collected for salaries will be used to reimburse those ~~accounts~~ salaries. Fees collected for facility rental/use will be deposited in the district facility maintenance account.

### 5. Fee revision

Rental fees are subject to review and revision and may be adjusted annually by the Board.

## Guidelines for denial of use

The district reserves the right to deny building use for any reason. Approval will be denied if in the judgment of district personnel is that the proposed activities would:

1. Jeopardize the equipment and/or facilities of the building.
2. Conflict with school activities.
3. Be incompatible with the school/neighborhood.
4. Violate any Board policy or local, state or federal law.

## Guidelines for appeal

Applicant(s) may file a written appeal to the superintendent if an application for use of school facilities is denied. Further appeal, if necessary, may be made to the Board of Education.

Approved: September 4, 2019

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