

USE OF SCHOOL FACILITIES AND GROUNDS

The North Routt Community Charter School recognizes that the cost of construction for physical plant and grounds hereby referred to as “facilities” has been paid for by property taxes, grants and donations. The maintenance of facilities is the responsibility of the school. It is recognized that there is a base cost to operate facilities. As use of the facilities increase, the cost of operation increases. Use of facilities causes expense to the school in several categories: clerical, maintenance, custodial, security, supplies and utilities.

REQUESTS TO USE SCHOOL PROPERTY OR FACILITIES: Requests for use of facilities and grounds by the community and all other non-school organizations during the normal school year will go through the Business Manager or Office Manager and be scheduled at least 7 days prior to the event. Send requests to rentals@northrouttcharter.org. Property use agreements are not transferable.

School hours are defined as the hours of 7 a.m. to 5 p.m. Monday through Friday during the school year. Requests will not be accepted during those times and days. School days are clearly shown on the year’s School Calendar:

<https://www.northrouttcharter.org/parent-center/annual-school-calendar>

LIMITATIONS OF PROPERTY USE: The Charter School property shall **not** be used for activities which:

- Would be incompatible with the school neighborhood.
- Violate any school policy or federal, state or local law.
- Be in conflict with a school program.
- Jeopardize the safety, security, or supervision of individuals or school property.
- Are in conflict with maintenance, repair, renovation or construction activities.
- As otherwise determined by the school, in its sole discretion.

GENERAL REGULATIONS FOR PROPERTY USE:

- **Training Requirements** - For all organizations/ individuals renting the facilities at a time when NRCCS Staff is not present must complete training requirements outlined in the [NRCCS Facilities Rental Training/ Assurances](#) with a NRCCS authorized trainer. If these requirements are not followed the renter will not be allowed to use the facilities in the future.
- **General Conduct** - All of the following is prohibited during any function at NRCCS. Any conduct that obstructs, disrupts or interferes with or threatens to obstruct, disrupt or interfere with school operations or any activity sponsored or approved by the school. Physical abuse or threat of harm to any person or school property. Damage or threat of damage to school property regardless of the location, or property of a member of the community when such property is located on school property. Forceful or unauthorized entry to or occupation of district facilities, including both buildings and grounds. Violation of any federal, state or local law or Board policy.

- **Safety** - Applicable fire and safety laws/regulations and school policies and procedures governing the use of school property must be observed at all times. It is strongly recommended that each group have a cell phone for emergency calls. Each group should have a first aid kit and have a responsible person trained in First Aid, CPR and AED.
- **Tobacco, Alcohol and Illegal Substances** – All of the following is prohibited on any school property and during any public or private function at NRCCS with Distribution, manufacture or sale of tobacco or controlled substances or the possession of controlled substances with intent to distribute them within 1,000 feet of the perimeter of school grounds. Use, possession, distribution or sale of drugs and other controlled substances, alcohol and other illegal contraband on school property, at school-sponsored functions or in any district or school vehicle transporting students. 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).
- **Weapons** – No weapons of any kind are permitted on school property.
- **Profanity** – Profanity or verbally abusive language is prohibited.
- **Gambling** – Gambling is prohibited on all school property. Failure to comply with this regulation will be grounds for immediate termination of the property use permit.
- **Use Conditions**– Tables and chairs in *the Community Room and/or the Conference Room* will be returned to their original locations unless other arrangements have been made. Tables, chairs and floors are cleared of any debris created by your use and areas used will be cleaned to resemble its original condition. Any windows or doors opened are closed/locked. The automatic-locking entry door is secured upon exit.
- **Indemnification** In consideration of being permitted to use the North Routt Community Charter School’s (School) premises, facilities, and/or equipment, applicant agrees to indemnify and hold harmless the School, and the School’s board of directors, staff, officers, agents, volunteers, and employees (collectively, Indemnitees) from any and all liability, claims (asserted or unasserted), damage, loss, cost and expenses, including attorneys’ fees (collectively, Claims) that may accrue, be sustained, or be asserted by any person or entity against Indemnitees by virtue of or in connection with applicant’s use of the School’s premises, facilities, and/or equipment. Such Claims include, but are not limited to, Claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the School’s premises, facilities, and/or equipment, whether any such Claims result from the act, omission, negligence, intentional conduct, or other fault of the applicant, the applicant’s licensees or invitees, the School and the Indemnitees, or any other person or entity.
- **Insurance** is required for groups of 20 or more participants or any group (indifferent of size) that has an open invitation for an event. Renter shall maintain general liability insurance covering Renter and the participants’ activities and the School Facilities to be used by the Renter and the

participants, and which identifies the School as an additional insured, in an amount not less than \$1,000,000 per incident. The Renter shall provide the School with satisfactory proof that the required insurance is in place prior to the Renter commencing any activities under this Agreement.

- **Cancellation** – The School, upon 48 hours written notice to the group reserving the facility, may cancel the '[F-12 Authorization for Use of School Facilities and Properties](#)' in its sole discretion. In the event of an emergency closure or cancellation due to weather or circumstances beyond the schools' control, the cancellation may take place in a time period of less than 48 hours. In the event of an emergency closure, the school will attempt to contact the responsible party as soon as possible to alert them of the emergency closure. Emergency closure will be what the School deems as an emergency and may include but is not limited to mechanical system malfunctions, flood, leaks, electrical disruption, vandalism, any unsafe conditions. The School may cancel or revoke a property/building use permit at any time when determined by the Head of School or designee to be in the best interest of the school. When this occurs, charges or fees charged to the user shall be refunded. This action will be taken only when necessary due to unavoidable circumstances.

PERSONAL PROPERTY:

The school shall not be held responsible for any damage or loss that may occur to non-school property brought onto the premises.

STORAGE SPACE:

The school shall not provide storage space for user's materials and equipment. Items belonging to the users must be removed after each use unless an exception is made by the Head of School.

PRIORITIZATION OF FACILITIES USE AND REQUISITE TIME CONSTRAINTS:

Facilities use shall not conflict with the requirements of the school's educational programs. School sponsored programs/uses will have first priority over all other uses. Events or activities must conclude at 10:00 pm regardless of the day of the week, unless arranged with the office manager prior to the event.

SIGNS, BANNERS, ADVERTISING, AND DECORATIONS:

Users of school facilities or grounds shall not post decorations, signs, posters, banners or advertising without approval of the Office Manager. Decorations, signs, posters, banners or advertising shall be made of slow burning materials and shall conform to all school, local and state regulations governing such equipment and shall not be attached to walls, floors or ceilings (except where anchors are presently provided).

Decorations, signs, posters or other materials adhered to school structures shall be affixed with only temporary, non-marking, materials such as masking tape or art gum, that are easily removed and will leave no residue. The user is responsible for removal of all decorations, signs or posters. Users shall be responsible for any damage caused by posting of decorations, signs, posters, banners or advertising. No penetrations into the ground shall be made. Signs, posters

and banners promoting alcohol or tobacco use are not permitted on school grounds or buildings. All signs and banners shall be temporary and shall be removed immediately after the conclusion of the event. No glitter is allowed.

MODIFICATIONS TO BUILDINGS OR SITES:

The following are specifically prohibited; these include, but are not limited to:

- Modifications to the building and sites.
- Changing/modifying EXIT signs or lighting.
- Temporary electrical or mechanical connections/modification.
- Open flame.
- Smoke generation.
- Placing penetrations into the ground.
- Blocking, impeding or creating any hazard that could slow the exit from the facility or cause damage to the facility.

Any person considered by the Head of School or designee to be in violation of this policy shall be instructed to leave school property and law enforcement may be contacted. Any person who has engaged or school officials reasonably believe will engage in conduct prohibited by this policy may be excluded from school property.

APPEAL PROCESS IF DISPUTE:

The Head of School has full and final authority over any disputes concerning the use or scheduling of school facilities or grounds.

ACCESS:

Access to the rented space (community room or gym) will be provided with a set of rental keys or by keycard entry.

Unless previously arranged, access is limited to the space that has been designated in the signed 'Use of School Facilities and Properties' and outlined in the Fee Schedule included in this document. **Entry into any office, workroom or classroom or other school space is prohibited unless it is specified on the signature page of the 'Use of School Facilities and Grounds'.**

No use of the following is permitted without authorization. Permission only is granted under the [F-12 Authorization for Use of School Facilities and Properties](#) for:

- Phones
- Computers
- Projectors and screens
- Televisions
- Copiers/printers

FACILITIES USE RATES AND RETAINERS:

The fee rate structure is intended to offset operational costs of facilities and grounds that are not NRCCS K-8 educational programs. The Head of School shall determine the usage fees for facility use and update them periodically.

Facilities use rates and retainers shall be established by the Head of School. Rates and retainers are maintained in the school's office.

NRCCS will keep renter's credit card or security check on file in case additional cleaning is required. An additional \$100 fee will be taken out of their security deposit or from the card on file. If glitter is used an additional \$200 will be charged.

Fees are based on a minimum charge of one hour with half hour prorated periods after the first hour. Hourly amount is for the entirety of time that the space is occupied, including set up and clean up time.

FEE SCHEDULE As of 8/18/2022

Property Use	Length of Use	Fee for Local Community within the NR Fire District Use, Parent and/or Non-Profit Use	Fee for other organizations
Community Room	One Hour	\$25	\$40
Gym	One Hour	\$35	\$50
Outdoor Area (utilized for an outdoor event)	One Hour	\$25	\$35
Workout Room	Monthly Membership- non transferable	See Workout Room Membership Agreement	
Classroom/ Art Room - Materials and Equipment are not provided by NRCCS	One Hour	\$25	\$40

<p>Security/Damage Deposit, if required Can be charged to the credit card on file at any point</p>		<p>50% of total retail fee</p>	<p>50% of total retail fee</p>
---	--	--------------------------------	--------------------------------

Rental fees for NRCCS employees and current students are discounted by 50% of the Non- Profit use rate. They must hold the same insurances as all other renters unless the event is school sponsored (approved by Head of School).

Equipment or Systems Use	Fee to everyone
<p>Tables and chairs, projector, speaker system, internet access, sports equipment</p>	<p>Free (set up not included/ training required for some items)</p>

Adopted: August 15, 2005
 Revised: January 14, 2009
 July 1, 2010
 August 2012
 August 2014
 June 2019
 April 2022
 August 2022

Legal References:

- 21 U.S.C. 860 (crime to distribute or manufacture controlled substances within 1,000 feet of a school)
- C.R.S. 18-1-901(3)(e) (definition of deadly weapon)
- C.R.S. 18-9-106 (disorderly conduct)
- C.R.S. 18-9-108 (disrupting lawful assembly)
- C.R.S. 18-9-109 (interference with staff, faculty or students of educational institutions)
- C.R.S. 18-9-110 (public buildings – trespass, interference)
- C.R.S. 18-9-117 (unlawful conduct on public property)
- C.R.S. 18-12-105.5 (unlawful carrying/possession of weapons on school grounds)
- C.R.S. 18-12-214(3)(a) (person with valid concealed handgun permit may have a handgun on school property as long as handgun remains in his or her vehicle and if, while the person is not in vehicle, the gun is kept in a compartment and the vehicle is locked)
- C.R.S. 18-18-407(2) (crime to sell, distribute or possess with intent to distribute any controlled substance on or near school grounds or school vehicles)
- C.R.S. 25-1.5-106(12)(b) (possession or use of medical marijuana in or on schools grounds or in a school bus is prohibited)
- C.R.S. 25-14-103.5 (boards of education must adopt policies prohibiting tobacco and retail marijuana use on school property)
- C.R.S. 25-14-301 (Teen Tobacco Use Prevention Act)