

Community Use of School Facilities

Responsibility

The building principal or designee will be responsible for the administration of the accompanying policy and these procedures as they relate to the specific building and for implementation of the category 1 users requiring no additional fees. The assistant superintendent for business will be responsible for all other users.

Scheduling

Following the scheduling of school activities, 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 guidelines of these procedures and to the availability of district staff.

Application for use

Application for the use of a specific school building should be made through the principal or designee of that building.

Approval of requested uses must be documented by completing the district's online agreement for use of facilities.

Cancellation and revocation

The user must notify the building principal or designee if the intended use is cancelled or adjusted. Notification of cancellation of use must be given at least 24 hours prior to the scheduled use. If timely notification of cancellation is not given, the user may be assessed a penalty of \$25. Repeated or short notification of cancellations may result in denial of further building use.

The district reserves the right to cancel building facility use agreements should the space be needed for school or school-related activities. Cancellations will be used only when necessary due to unavoidable circumstances, and attempts will be made to offer alternate space.

The district may revoke an agreement at any time. When this occurs, appropriate financial adjustments will be made.

Field use

Fields may be available for limited and approved community use. This use is subject to cancellation or adjustment due to weather or field conditions.

General procedures

1. A facility use agreement shall be required for use of a school building or grounds by any group which is not a part of the regular public school program. Such agreements may be granted for a single use or a limited, recurring use not to exceed one year.
2. A district employee not directly involved in the activity must be on the premises during the use of any school building by groups which have entered into a facility use agreement.
3. Agreements shall be entered into only 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 principal or assistant superintendent of business, is responsible and competent to supervise the proposed program or activity. The supervision provided by each 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, guards or uniformed police must also be provided at the expense of the user.
4. No facility use agreement shall be transferred to any person or group.

5. **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 and fireworks) 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 of obstruction at all times.
- g. No equipment, scenery, or decorations of any type shall be used within the building or on the premises except as specifically provided in the agreement. Such equipment, scenery, or decorations shall conform to all local and state regulations governing such equipment and shall not be attached to the walls, floors, or ceilings (except to anchors presently provided).
- h. Exterior doors must remain closed at all times (not propped open) unless supervised by an adult.

6. 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, vaping 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 activity, including obscene language, quarreling, or fighting.
- d. Unlicensed gambling.

7. Damage

- a. The individual or entity that has entered into a facility utilization agreement with the district shall be responsible to the Board for all damages and losses to the school facility and/or the contents and shall 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 agreement or any part of the facilities covered in the agreement.
- b. The Board shall 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 as the materials will interfere with school activities.

8. Insurance

- a. School district property insurance and comprehensive general liability insurance do not extend to community or other groups utilizing school facilities.
- b. The district may require non-school groups to provide certificates of insurance in the following amounts.
 - (1) Entities which can establish coverage under the Colorado Governmental Immunity Act must provide certification of proof of insurance at least to the limitations provided in the act.
 - (2) All other entities not protected by the limitations of the Governmental Immunity Act must provide a certificate of insurance in the amount of \$1,000,000.

9. **Locations**

All facility use agreements shall specify building spaces or fields. It shall be the responsibility of the user to restrict the activities of the group to that specific area except for necessary hallways and restrooms.

10. **Times**

Facility use times will be specified in the agreement. All groups are expected to vacate the premises by the hour specified in the agreement. An additional hour rental may be charged for early arrival or late exit. All facility uses will terminate by 9:00 p.m. on school days and 8:00 p.m. on non-school days, including weekends. Exceptions to this may be approved.

11. **Days**

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

12. **Clean up**

Facilities will be rented as normally furnished for school use. 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.

Guidelines for denial of use

The district reserves the right to deny building use for any reason. Approval will be denied if no appropriate district employees are available to be on the premises during the intended use or insufficient time is available between the request and the intended use, or if 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 district policy or local, state, or federal law.

Should school facilities be closed due to an emergency, inclement weather, or any other event which is beyond the control of the district, facilities will not be available for use. A full refund will be issued upon written request.

Rental categories

Category 1

No rental fee will 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 district.
2. Governmental entities using facilities as polling place.
3. Precinct caucuses.
4. Approved youth athletic partners who will only be charged a rental fee for use of the District's swimming pool.

Category 2

1. Rental fees will apply at a reduced rate for approved youth community athletic clubs.
2. No rental fee will be charged to the following groups if their activities take place when normal supervisory or custodial personnel are present or use is restricted to fields.
 - a. 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).
 - b. Community-sponsored youth and senior citizen activities when:
 - i. Instructors or supervisors receive no payment for their involvement in that activity.
 - ii. Fees for the activity, if any, provide only for direct non-personnel costs.

Category 3

Commercial, private, church and other non-profit groups that do not meet the criteria in Category 2 and for-profit groups and individuals may rent school facilities when their use is not incompatible with Board policy.

Fees

1. Custodial

Any organization or individual, regardless of classification, will be required to pay the cost of custodial services if use of the facility would 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 two hours per use at the current custodial salary rate to compensate for additional work required in opening, securing, cleaning, etc., related to the rental. The rate is \$25 per hour.

2. Kitchen

A school cafeteria manager or other designated food service employee(s) must be present for general supervision of the kitchen. All persons working in the kitchen (preparing food and/or handling kitchen equipment) must meet state and county requirements for school food handlers. The rate is \$25 per hour.

3. Payment

All users will be expected to pay rental fees in advance. Organizations that have made prior arrangements with the assistant superintendent of business 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 future requests being denied. Checks should be made out to Fountain-Fort Carson School District.

4. Fee revision

All fees are designed to reflect this regulation and may be reviewed and revised annually by the Board.

5. Fee structure exceptions

All exceptions to the fee structure, including waiver of fees, and all contracts for building utilization by outside organizations that are beyond the scope of this policy and procedure will be made by the superintendent.

Rental Rates

Category	1	2	3
Gymnasium	No charge	\$25 per hour	\$100 per hour
Cafeteria	No charge	\$20 per hour	\$80 per hour
Practice Field	No charge	Negotiated	\$25 per hour
Turf Field	Negotiated	Negotiated	Negotiated
Swimming Pool	\$25 per hour	\$50 per hour	Negotiated
Stadium	Negotiated	Negotiated	Negotiated
FFCHS – Auditorium	Negotiated	Negotiated	Negotiated

*Rate does not include use of sound and light systems.

Classrooms are not rented.

Approved: October 26, 2011

Revised: May 29, 2013

Revised: September 25, 2019

LEGAL REFS.: C.R.S. 18-18-407(2) (*crime to sell, distribute, or possess an 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. 24-34-602 (*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

Fountain-Fort Carson School District #8, Fountain, Colorado