

COLORADO SPRINGS SCHOOL DISTRICT 11



Management Directive from the Superintendent FY17/18

Date: June 15, 2018

Subject: Use of District Facilities by Parent Associations/Organizations

Management Directive #: MD-F1

Purpose:

The parent-teacher associations/organizations in the schools are viewed by the District as sincerely interested in and staunch supporters of public education. They focus in a collaborative manner to support student success.

It is recognized that school based parent associations/organizations will want to use District facilities for events and programs that require an outside individual, company and/or independent contractor to facilitate events and programs. This Management Directive addresses the minimum requirements necessary to ensure appropriate measures are taken to protect against potential risk and liability exposures to the parent associations/organizations, individual members and the District.

All parent associations/organizations need to obtain applicable insurance coverage(s) based on their structure and planned activities/events and be familiar with the coverages and exclusions contained within those coverages.

Directive:

1. All uses of a District facility by a parent association/organization must be coordinated with, and approved by the principal or principal's designee.
2. Other than regularly scheduled parent association/organization meetings, all other activities and/or events must be requested through the use of a District Facilities Use Agreement.
3. Should a parent association/organization enter into any contract, written agreement or other agreement deemed to be contractually binding with any individual, company, corporation or group, all insurance and certificate of insurance requirements as identified within the District Facilities Use Agree must be complied with at all times

Signed: _____

Dr. Nicholas M. Gledich, Superintendent

Date: _____

6-15-18

SCHOOL DISTRICT 11 FACILITIES USE AGREEMENT CONTRACT

(License Agreement for Use of District Property)

«CONTRACT_»

COLORADO SPRINGS SCHOOL «Organization» (Grantee)
DISTRICT NUMBER ELEVEN (Grantor) «Person_Responsible»
1115 North El Paso Street and Address
Colorado Springs, CO 80903 «City_State» «Zip»
«Phone»

Facility		Number of Participants	
Area		Number of Sessions	
Day(s) Week		Hours	
Activity		Facility use Start Date	
D11 contact		Facility use End Date	

This SCHOOL DISTRICT 11 FACILITY USE AGREEMENT CONTRACT (the "License") is established between COLORADO SPRINGS SCHOOL DISTRICT NO. 11 ("Grantor"), and «Organization» ("Grantee"), with respect to the following:

RECITALS

A. Grantor owns certain real property in the City of Colorado Springs, County of El Paso, State of Colorado, including, but not limited to schools, gymnasiums, swimming pools auditoriums, and athletic fields. Grantor also owns certain equipment and materials, including, but not limited to, overhead projectors, furniture, and athletic equipment. Grantor provides certain services in connection with the use by third parties of its real property, equipment and materials, including, but not limited to, custodial, catering and security services.

B. At this time, Grantee has requested, and Grantor has agreed, to grant Grantee a temporary, revocable license to use the real property, equipment and materials described above (collectively referred to as the "Licensed Property") subject to Grantee's execution of and compliance with the terms and conditions of this License. In addition, Grantee has requested and Grantor has agreed to provide the services described above in connection with Grantee's use of the Licensed Property.

C. This License is not intended to be a lease nor is it intended to create any real property interest in Grantee.

D. This Use Agreement Contract is not intended to be used in connection with the use of ropes courses and climbing walls.

NOW, THEREFORE, in consideration of the Recitals and the other covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

- Permit to Enter Upon and Use Licensed Property.** Grantor hereby grants to Grantee a nonexclusive license and permission to enter upon and use the Licensed Property for the sole purpose of «Activity», and for no other purpose. Grantee hereby agrees that the Licensed Property shall not be used for (a) any unlawful purpose or any purpose that creates a clear and present danger or the commission of unlawful acts or the violation of lawful policies and regulations of Grantor; (b) any purpose that may result in damage to Grantor's property; (c) any purpose that may violate campaign practice laws; (d) any purpose that may create a material and substantial disruption to the orderly operation of a school or that violates the rights of others to privacy; (e) any purpose that may be obscene, libelous, slanderous, or defamatory, including but not limited to, the making of any false statement as to any person who is not a public figure or involved in a matter of public concern; (f) any purpose that involves the impermissible possession or consumption of alcoholic beverages and/or drugs; (g) any purpose that involves smoking or gambling; (h) any unauthorized possession or use of firearms or other weapons; (i) any unauthorized activity not specified in this License; and (j) such other activities as the Superintendent or the Superintendent's designee may lawfully determine from time to time. Grantee's employees, agents, representatives and students shall be permitted to enter upon and use the Licensed Property for the purposes described herein during the term of this License. Grantee may not have more than the contracted number of participants in attendance at the activity for which a license is granted.
- Grantor's Presence.** An employee of Grantor familiar with the Licensed Property is required to be present at all times during Grantee's use.
- Royalties, Commissions and Fees.** Grantor shall not be responsible for any royalties, commissions, or license fees of any kind to any third party with any right or interest in any musical, literary or any works of any kind.
- Storage.** No storage facilities shall be provided by Grantor, nor shall Grantor accept responsibility for any equipment or materials brought onto the Licensed Property by Grantee.
- Advertising.** All advertising for activities which take place in or on the Licensed Property shall include the following statement: "These activities will take place on property that [name the Grantee] «Organization» has licensed from Colorado Springs School District Eleven pursuant to Board of Education Policy KF. Our use of a District facility represents neither agreement nor disagreement with our group's goals, purposes, or statements by the Board, Administration, or the District."
- After-school Enrichment Activities.** Grantee must include the following disclaimer in all advertising: "Although this activity will be held on the premises of Colorado Springs School District 11, herein after referred to as the District, this activity is neither sponsored nor endorsed by the District. The District does not employ or supervise the staff of Grantee nor does it supervise the

activity itself. Accordingly, the District assumes no responsibility for any personal injuries or property damage resulting from a student's participation in the activity." Also, parental acknowledgement [see attached] must be signed and returned to the Rental Office 1 week after the beginning of each session or activity for each student registered.

7. **Adult Supervision.** If the Licensed Property is to be used by minors, Grantee shall provide appropriate adult supervision during their use of the Licensed Property, and such adult(s) shall cooperate with Grantor's employees and other personnel necessary to conduct Grantee's activity.
8. **Compliance with Applicable Laws, Policies and Regulations.** Grantee shall comply with all applicable federal, state and local laws including, but not limited to, federal, state and local fire, health and safety regulations. Fire aisles and exits must remain clear at all times. Grantee is responsible for any fines imposed by federal, state or local authorities for violations of fire, health and safety regulations.
9. **Security.** Grantor may require that Grantee utilize at Grantee's expense, uniformed security guards or campus security employed by Grantor. Other guards may be provided by Grantee at Grantee's expense, upon approval of Grantor's Director of Security.
10. **Areas of Use.** Grantee shall confine its use of the Licensed Property to the areas described above. Corridors, entry ways and restrooms in the immediate area of the Licensed Property shall also be available for Grantee's use. Occasionally it may be necessary to move an activity to an alternate facility (room or school) at the discretion of the Grantor. The Grantee shall leave all rooms in the condition in which they were found. All rooms will be cleaned and vacated at the time contracted for by the Grantee.
11. **Additional Rules.** Where the Licensed Property includes a kitchen, auditorium, gymnasium, swimming pool or table space, the provisions set forth in the Attachment below also apply.
12. **Insurance.** Grantee will be required to maintain the following minimum insurance coverage during the time of this License to completely cover Grantor from loss. Comprehensive General Liability Insurance covering bodily injury of at least \$1,000,000/person, \$1,000,000/accident, and property damage of at least \$1,000,000/accident and \$2,000,000 total aggregate. Grantee will be required to submit a ***"Certificate of Insurance" naming Grantor as "additionally insured"*** prior to its use of the Licensed Property.
13. **Indemnification and Hold Harmless.** Grantee agrees, to the extent permitted by law, to defend, indemnify, save and hold harmless the District, its employees and agents from and against any and all liabilities, claims, costs (including without limitation attorney fees and other litigation costs), damages, or losses (collectively referred to as the "Damages") that the District may suffer which may arise, result from, or relate to the use of the Facilities by the Grantee under this Agreement. The term "Damages" includes, without limitation, those damages sustained by the parties covered under any self-insurance policies and those caused by a third person, an Act of Nature, collision, vandalism, fire, or theft.
14. **Maintenance and Conditions of Property.** Throughout the term of this License, Grantor shall, at its sole cost and expense, maintain the Licensed Property in good repair and in a clean, sanitary, orderly and attractive condition. Grantee shall leave the property in a clean, sanitary, orderly and attractive condition. Grantee shall not be entitled to construct any improvements on or make any alterations to the Licensed Property without the express prior written consent of Grantor. Grantee shall be responsible for any and all damage done to the Licensed Property in connection with its use of the Licensed Property during the term of this License.
15. **Owner Not Liable.** Grantee agrees that it shall enter upon the Licensed Property at its own risk. Grantor shall have no duty to inspect the Licensed Property and shall have no duty to warn any person of any latent or patent defect, condition or risk that may exist on the Licensed Property or that might be incurred in the exercise of the rights granted herein. Grantor shall not be responsible for any loss or theft of or damage to any of the items located on or about the Licensed Property. If Grantee vacates the Licensed Property and leaves behind any personal property belonging to Grantee, then such personal property shall be deemed abandoned, and Grantor may dispose of such property without liability of any kind.
16. **Termination.** The right of entry and use granted by this License shall terminate on the date specified above. Grantee agrees that this License is wholly terminable by Grantor at any time and in Grantor's sole and absolute discretion. Grantee shall not be entitled to any compensation for any losses or damages suffered as a result of Grantor's termination of this License. If Grantee terminates this License less than one business day prior to its initial use of the Licensed Property, Grantee will be billed for any operating and/or administrative change costs incurred by Grantor. Grantee may not use the Licensed Property when the Licensed Property is closed for repairs, decorating, cleaning, weather, renovation, or other maintenance purposes, or when the Licensed Property is otherwise deemed unavailable by Grantor. (For information regarding closures due to inclement weather, Grantee should listen to the radio or call 520-2000 or 520-2300, visit the District's Web site at www.d11.org or watch cable channel 16). In these circumstances, Grantor, in its sole discretion, may, but shall not be obligated to, permit Grantee to utilize other property elsewhere in the school district.
17. **Assignability.** This License may not be assigned by either party, whether voluntarily or by operation of law, without the express written consent of the other party.
18. **Miscellaneous.** This License constitutes the entire agreement between the parties hereto pertaining to the subject matter herein. No supplements, modifications or amendments of this License shall be binding unless in writing, and executed by the parties hereto. This License shall be construed and enforced in accordance with, and governed by, the laws of the State of Colorado. No waiver of any of the provisions of this License shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The headings of this License are for purposes of reference only and shall not limit or define the meaning of the

provisions hereof. This License may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Neither this License nor any short form memorandum or assignment hereof shall be filed or recorded in any public office without Grantor's express prior written consent. Time is of the essence of every provision hereof.

APPROVAL SIGNATURES, the parties hereto have executed this License as of the date first above written.

GRANTOR:	GRANTEE:
A Public School District	Company, Agency, Group, Committee, Individual or Partnership name listed below
Colorado Springs School District No. 11	
By: (Printed name) «School_Contact»	By: (Printed Name)
School Principal's name:	
Signature	Signature
Date:	Date:

ATTACHMENT

If the Licensed Property includes a kitchen, auditorium, gymnasium, swimming pool or table space, the following provisions apply:

- Kitchen.** A food service employee of Grantor must be present to supervise Grantee's use of the Kitchen and shall be at the expense of Grantee.
- Auditoriums.** Grantee shall obey all rules posted in the auditorium. Attendance must not exceed the capacity of fixed seating in any room. Grantee shall notify the Colorado Springs Fire Department when capacity crowds are anticipated. Use of auditoriums includes dressing rooms, but not adjoining classrooms. Equipment included in this License must be operated by Grantor personnel. Grantee may not use Grantor's school grand pianos unless authorized to do so by this License.
- Gymnasiums.** Grantee shall obey all rules posted in the gymnasium. All participants must wear proper gym shoes. Any shoes worn for use other than designed for use on gym floors are unacceptable. Grantee shall provide all basketballs, volleyballs, nets, or other athletic supplies, unless otherwise agreed. Grantor shall provide standards (or wall hooks) and basketball hoops unless otherwise agreed. Small-scale side hoops are not to be used by adults. Scoreboards may be operated by the Grantee only when approved and supervised by a representative of Grantor. All other school equipment shall not be used by Grantee unless provided for specifically in this License. Outside gym doors shall be kept closed. Due to fire regulations, entrance doors shall remain unlocked during rental use. It will be the responsibility of the Grantee to control the entrance to the gym and also to notify Grantor's building representative when Grantee leaves. No shower facilities shall be used unless specifically provided for in this License. Indoor soccer practice will be allowed with nerf balls; mini (felt) balls or tennis type balls as determined by Grantor.
- Pools.** The maximum number of swimmers in the pool at any given time is posted at individual pool locations and must be obeyed. A current Water Safety Instructor (WSI) must be in attendance at all times and must serve in a supervisory role. For each additional 25 swimmers, one Certified Life Guard must be present supervising, and not participating in, the activity. All costs of the WSI and the Certified Life Guard(s) will be paid by Grantee. When scuba equipment is used, personal showers are required as well as rinsing of all scuba gear prior to pool entry. Any kayak used will be padded. The WSI will inspect the pool after use and report any damage which shall be the responsibility of Grantee. All swimmers must supply their own towels and must conduct themselves in a safe and responsible manner at all times.
- Table Space.** Table space may be leased to, among others, political candidates or advocates for purposes of political campaigning. In this regard, all political candidates, regardless of their party affiliation or political beliefs, will be given an opportunity to lease table space at certain specified School District 11 events (e.g., Back to School Nights or school Open Houses). Lessee will have access to his/her leased table space only, and mobility is limited to the area immediately adjacent to the leased table. The assigned table location is at the discretion of the school administrator.
- Internet Use:** If District Internet resources will be used by the consultant/contractor, a "Provider's Internet Use Agreement" must be signed by each individual accessing the District Network system. The District will attach "Provider's Internet Use Agreement," if required for this contract.

Please return copies of the signed agreement, PTA/PTO insurance and vendor insurance to:

Diane Vanderpool (diane.vanderpool@d11.org)
 Risk Related Activities
 1032 N. Franklin St.
 Colorado Springs, CO 80903
 719-520-2398 fax: 719-520-2383