



Book: District Policy
Section: K - School/Community Relations
Title: Community Use of School Facilities
Number: KF-R
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District Regulation KF-R

Responsibility

The superintendent or designee will be responsible for the administration of the accompanying policy on community use of school facilities.

The role of the principal will be that of assisting potential users in seeking suitable space, if available, and providing technical assistance to appropriate building staff upon request as it relates to the rental of their specific building. All rentals of school facilities shall be approved by the principal or designee.

Scheduling

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

The principal will be responsible for notification of the head custodian of the date and time of all building activities and the rooms reserved for rental and for keeping a calendar of all rental commitments and reservations for regular school activities during the year.

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

Permission will not be granted for use during Monday through Friday evenings for any high school facility in which an adult school program is already being conducted if in the judgment of the principal such use would interfere with or impede the conduct of the school program.

Field Use

Fields may be available for approved community use. This use is subject to cancellation or adjustment due to weather conditions, field conditions or scheduled or planned school-related events. Groups wanting reserved and exclusive field space will be charged a fee.

Swimming Pool Use

Swimming pool facilities will only be rented out to outside agencies through the use of properly negotiated and mutually agree-to Contracts. The Chief Financial Officer or designee will negotiate these contracts. As a part of these contractual agreements, agencies who are to be considered or who enter into contractual agreement with the school district for rental of a swimming pool must obtain a certificate of insurance naming the school district as additional insured, in an amount as specified by the district's insurance carrier. In addition, all agencies entering into contractual agreement with the school district must comply with the contractual terms of the school district's current liability carrier. Swimming pool facilities will not be rented out or their use will not be assigned for use to individuals.

Application for Use

Prior written approval is required for use of a school building or grounds by any group which is not a part of the regular public-school district 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 application form for "Building Rental Contract" to the principal 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 principal 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 or location of the facility for its rented purpose. If required by school officials, guards or uniformed police also must be provided at the expense of the lessee 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 Finance Center, head custodian, principal, district operations and applicant (one copy each).

Concessions

If concessions stands are requested, they will be operated by district organizations and all revenue will accrue to the district organization sponsoring the concession. If no district organization wishes to operate the concession, then the renter/user will be afforded the opportunity to provide concessions operated by a licensed and insured vendor.

Cancellation and Revocation

The user must notify the principal in writing if the intended rental is cancelled or adjusted. Repeated or, short notification of cancellations or repeated adjustments may result in further building user rental requests being denied.

The district reserves the right to cancel already-issued building use permits should the space be needed for school or school-related activities. This privilege will be used only when necessary due to circumstances. Attempts will be made to offer alternative space options, if available. The district may revoke building rental use at any time. When this occurs, appropriate financial adjustments will be considered.

General Regulations

1. Whenever a community group is permitted to use a school or other facility, at least one district employee (custodian or site supervisor) must be on hand, paid for by the organization, when in the opinion of the principal it is necessary to supervise the individuals and protect school property. The number of paid employees assigned shall depend on factors such as the type of service, number to be served and numbers of volunteer helpers.

2. No permit will be transferred or assigned to any person or group other than the one to whom the rental is issued.

3. Safety

All federal, state and local fire and safety laws/regulations governing use of school facilities must be observed at all times, including but not limited to:

- 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 of obstruction at all times.
- g. No equipment, scenery or decorations of any type may be used within the building or on the building premises except as specifically provided in the permit. Such equipment, scenery or decorations must meet current safety standards including but not limited to being slow burning/fire preventative, conforming to all local and state laws and regulations and must not be attached to the walls, floors or ceilings of the building (except to anchors presently provided).

4. Prohibited Activities

- a. Use or possess alcoholic beverages and/or controlled substances of any kind. Failure to comply will be referred to local law enforcement agencies.
- b. Smoking, chewing, vaping or any other use of tobacco or similar 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 rental agreement will be terminated, and the group will be denied future use of district facilities for a period of no less than 18 months.
- c. Engage in a disruptive or illegal activity, including loud music or sounds or shouting, obscene language, quarreling or fighting.
- d. Engage in any gambling.

5. Damage

The approved party will be responsible for all damages and losses to the building and/or the contents and must indemnify and hold harmless the district, its 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. It is recommended that the renter performs a site walk through before and after the event.

6. The Board will not be held responsible for any damage or loss which may occur to the renter's property brought on the premises. Such property must be described in the application and set up in a manner acceptable to the district and be fully removed from the facility immediately after the use or before such time that the materials will interfere with school activities.

7. Insurance

School district property insurance and comprehensive general liability insurance do not extend to community or other groups using school facilities. The district may require non-school groups to provide certificates of insurance in the following amounts:

- a. 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 and acceptable to the district.
- b. All other entities not protected by the limitations of the Colorado Governmental Immunity ("Act") must provide a certificate of insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for all facilities except the swimming pool.

8. Locations

All applications will be approved for specific and identified rooms or fields. It will be the responsibility of the approved party to manage and restrict the activities of the group to that specific

area except for necessary hallways and restrooms. The approved party is responsible for managing the behavior of attendees and not allowing unauthorized individuals into the approved area or activity. The presence of unauthorized individuals must be reported to the district site supervisor on duty and may result in the immediate termination of the rental agreement.⁹ Times

Facility use times will be specified in the application. All groups are expected to enter and vacate the premises at the time specified and agreed to. An additional time rental may be charged for early arrival or late exit. All use permits will terminate by 9 p.m. Exceptions to this may be approved by the principal. No non-school groups will be permitted use of facilities on regularly scheduled school days prior to the ending time for students.

10. 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. Summer use may be limited due to custodial work schedules.

11. Clean Up

General cleanup will be the responsibility of the approved party and is deemed acceptable in the sole judgement of the district. 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 discrimination based upon age, sex, sexual orientation, national origin, race, color, religion, marital status or disability or any other legally protected category.

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 a polling place.
3. Precinct caucuses.

Category 2

A non-refundable fee will be charged the following groups for each application. No additional rental charges will be made if their activities take place when normal supervisory or custodial personnel are present. A fee will be negotiated outside normal supervisory hours based upon Rental Fee Rates Chart. Application fee can be found in the Fee Schedule.

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, 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

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 compatible with Board policy.

Fee Regulations

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

2. Utilities

Any organization or individual, regardless of classification, will be required to pay the cost of utilities if use of the facility is outside normal school day hours of operation and/or on Saturday or Sunday.

3. Cafeteria

A school cafeteria manager or other designated cafeteria employee(s) must be present for general supervision of the cafeteria/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 user will pay the district in accordance with the fee schedule for all cafeteria personnel. The user will be given and must abide by a set of guidelines for kitchen use.

4. Payment

All users will be expected to pay rental fees in advance. Failure to pay as per agreement may result in denial of access to the facility and future requests being denied. Payment is required by check only and should be made out to "Harrison School District Two".

5. Financial Accountability

It will be the responsibility of the principal to ensure that funds received follow Harrison School District Two accounting and processes and procedures.

6. Fee Revision

All fees are listed in the accompanying exhibit and are designed to reflect these regulations.

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

7. Damage Deposits

A damage deposit may be required and will be collected at the time the rental contract is executed. The damage deposit will be retained for any damages incurred. Should any damage occur beyond the damage deposit, renters will be billed for 100% of the cost to repair any damage incurred that was a direct result of their usage. Renters may also be required to hire security for the event.

Guidelines for Denial of Use

The district reserves the right to deny building use for any reason.

In addition, use will be denied if in the judgment of the Superintendent or their designee 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

The applicant may file a written appeal to the superintendent if a use application has been denied by the principal. Further appeal, if necessary, may be made to the Board of Education.

LEGAL REFS.: [C.R.S. 22-32-109 \(1\)\(bb\)](#)
[C.R.S. 24-10-101 et seq., Colorado Governmental Immunity Act](#)
[C.R.S. 25-14-103.5](#)

CROSS REF.: [ADC, Tobacco-Free Schools](#)

HOURLY RENTAL RATES

CATEGORY	1	2	3
See page 5 for category descriptions			
CLASSROOM			
Elementary School	No Charge	\$15.00	\$25.00
Middle School	No Charge	\$15.00	\$25.00
High School	No Charge	\$15.00	\$25.00
ALL PURPOSE ROOM*			
Elementary School	No Charge	\$20.00	\$35.00
Middle School	No Charge	\$20.00	\$35.00
High School	No Charge	\$20.00	\$35.00
*Includes auxiliary gym, wrestling rooms or any room not identified in this chart			
AUDITORIUM			
Middle School	No Charge	\$50.00	\$75.00
High School	No Charge	\$60.00	\$150.00
GYMNASIUM*			
Elementary School	No Charge	\$15.00	\$25.00
Middle School	No Charge	\$25.00	\$35.00
High School	No Charge	\$35.00	\$45.00
*Equipment, scoreboards, and services are separate fees. See page 10.			
CAFETERIA/COMMONS			
Elementary School	No Charge	\$25.00	\$45.00
Middle School	No Charge	\$25.00	\$45.00

High School	No Charge	\$25.00	\$45.00
PRACTICE FIELDS			
Elementary School	No Charge	\$10.00	\$10.00
Middle School	No Charge	\$10.00	\$20.00
High School	No Charge	\$15.00	\$30.00
ARTIFICIAL TURF FIELD / STADIUM / TRACK	No Charge	\$100.00	\$135.00
SWIMMINGPOOL/HIGH SCHOOL BASEBALL/SOFTBALL FIELDS	No Charge	\$75.00	\$110.00

HARRISON SCHOOL DISTRICT TWO

FACILITY CHARGES

	Fee Rate
Press box use	\$15.00/game
with announcer	+\$15.00/game
with sound system	+\$10.00/game
with score board	+\$10.00/game
Gymnasium	\$10.00/game
with sound system	+\$5.00/game
with scoreboard	+\$5.00/game
Athletic Equipment	\$20.00/game
Zalman Center locker rooms	\$10.00/hr
Site Supervisor (Monday-Thursday)	\$20.00/hr
Site Supervisor (Friday-Sunday)	\$25.00/hr
Auditorium Operator (Monday-Thursday)	\$25.00/hr
Auditorium Operator (Friday-Sunday)	\$30.00/hr
Application fee normal school hours	\$20.00
Application fee outside normal school hours	\$50.00
Custodial overtime (time depends on number of spectators)	\$35.00/hr (3 hr minimum)
Trash pickup (per dumpster) <i>*subject to change</i>	\$269.00*

COST OF OPERATION - The operational cost of each event will be determined individually depending on the field usage, number of spectators and renter's request.

The turf, track and stadium seating are not available at the non-profit rates. Hourly fees cannot be-reduced for any reason.

Outside Normal School Operations Hours & Saturday/Sunday Utility Fees

1-2-hour rental - \$15

3 - 4-hour rental - \$30

5 or more-hour rental - \$45

BILLING

Payments are required ten working days in advance of use. Please pay by check, money order, or cashier's check made payable to Harrison School District Two. No cash please. No space can be reserved until a contract is signed. No usage will be allowed until the fee is paid or a payment plan is approved by Principal or designee.

******* All contracts that need use of air conditioning or heat must be sent to facilities a minimum of 72 hours prior to the event. *******