

***Superintendent File: KF-R-1***

**COMMUNITY USE OF SCHOOL/DISTRICT FACILITIES**

**Administrative Procedures and Regulations**

District facilities are built and maintained through community support. For this reason, the District encourages the community to use its facilities when not in use for educational programs and district/school sponsored activities/sports in accordance with the following rules, regulations, and rental schedules.

*Rental Application Process*

The community may rent district facilities Monday-Friday before and after normal school hours and weekends. Applications shall be completed and submitted to the District a minimum of ten days prior to the event for which the community seeks to rent the facility. Applications can be found at [dcsdk12.org](http://dcsdk12.org) on the Facility Rental page. All applications are initially reviewed by the individual school or facility. If the application is approved by the school or facility, the District's Facility Rental Office will forward a rental agreement and invoice to the applicant. This rental agreement will serve as the applicant's authorization for use to the building staff at the time of use. The district building staff may deny use of the facility if the rental agreement is not presented.

The Facility Rental Office has the sole authority to enter into rental agreements on behalf of the District. Organizations that seek to rent facilities shall neither negotiate with, nor pay any school employee or booster club directly.

For use of the Legacy Campus, please contact the Facility Rental Office to confirm the facility's availability. For Legacy Campus events, the District may require more than the ten days notice to ensure proper event management service can be provided. A separate rental contract will be required for this facility. The Legacy Campus may have differing cancellation policies negotiated in the rental contract. In the case of any conflict, the terms and conditions of the rental contract shall supersede this regulation.

*Denial of Requests*

The District reserves the right to deny use of facilities to any applicant when the intended use would be substantially disruptive to the operations of the District or any of its programs, or otherwise detrimental to the best interests of the District. Reasons the District may deny an application include, but are not limited to, the following:

- In the event of budget constraints or staffing shortages, some or all buildings/facilities may not be available for external use. District activities may be permitted.
- Buildings/facilities may be unavailable at certain times during weekends, holidays, summer vacations, or when they are scheduled for maintenance or custodial programs.
- A group's failure to comply with the District's procedure for building use or the misuse or abuse of buildings, facilities, equipment or grounds may be cause for immediate and future denial and/or immediate ejection by school/facility administration or custodial staff.
- Violation of federal, state or local laws or District policies or procedures may be grounds for a denial of a future request, as well as the immediate revocation of use and surrender of the premises.

### *Cancellation*

Cancellation of any event by the renter must be received by the Facility Rental Office no later than 72 hours prior to the start of the event in order to receive a refund. If cancellation occurs within 72 hours, no refund will be issued.

The District reserves the right to cancel facility rental activities should the space be needed for district or school-related activities. This privilege will be used only when necessary. The District will attempt to provide suitable, alternative space.

When school is canceled or released early for emergencies, weather conditions, or other unforeseen reasons, all scheduled community rental (IGA, MOU and Partnerships included) activities will be canceled.

### **General Requirements**

All approved renters must abide by the following general rules and requirements:

1. Any facility use shall not create a nuisance or hazard to other persons.
2. The renter shall be responsible for the conduct and control of all participants and spectators and shall ensure the use of the facility complies with all applicable federal, state and local laws and District policies, rules and regulations.
3. When any school/district building is occupied by an external organization on the weekend, a Rental Assistant (District provided staff that shall be paid by the renter per the rental agreement) shall be present for the duration of the event.
4. District schools, facilities and parking lots shall not be used for car washes or private family use (e.g., wedding receptions, funerals, memorials, family reunions, parties).
5. Renters shall confine themselves to the room(s) and corridor(s) assigned for their use during the approved time. Areas shall be vacated completely at the agreed-upon ending

time. Renters who fail to timely vacate the facility shall be assessed additional charges and may be denied use of facilities in the future.

6. All rental areas are required to be left in the same or better condition as the start of the rental. The District recommends taking a photograph of the area when you arrive. Renters must return furniture and other items to their original location after use.
7. Renters are prohibited from using school materials and supplies located in any facility.
8. Renters must obtain approval from the school/facility administration for sales of prepackaged food and drink prior to the event. This includes the use of food trucks.
9. Renter must follow policy KFAB and KFAB-E for any drone use during non-District sponsored events.
10. The use and possession of narcotics, drugs and controlled substances by any person or group on District property is strictly prohibited.
11. The use and possession of alcohol is prohibited unless otherwise specifically authorized in limited circumstances in District facilities other than District operated neighborhood or magnet schools. In such limited circumstances, serving, consuming, using and/or possessing alcoholic beverages at a non-school sponsored event held pursuant to a facilities use agreement may be authorized by the Superintendent or designee. In such limited circumstances:
  - a. Non-alcoholic beverages and water should be available;
  - b. Food should be available for consumption at the event;
  - c. Alcohol should cease to be served and/or made available for consumption by event participants at least one hour prior to the event's conclusion;
  - d. Adequate security must be provided by renter to monitor the event and its participants; and
  - e. Renter must provide the District with proof of compliance with all applicable local ordinances and regulations authorizing the sale, consumption, possession and/or use of liquor and/or alcoholic beverages during the event, including a special events liquor license.
12. Smoking, vaping, and tobacco use on all District property is prohibited at all times.
13. Animals are not allowed on school property, with the exception of service animals.
14. Neither gambling nor unlicensed games of chance that are not legally authorized shall be permitted in District buildings/facilities. Only generally accepted amusement games may be conducted at student-oriented or similar activities.
15. No supplies, equipment or trailers shall be stored in school buildings or on school property without District approval from the school administration and the Facility Rental Office.
16. Temporary signage is permissible only on contracted use days, beginning one hour prior to use, and shall be removed no later than one hour after contracted use time.
17. Renters shall not access District secure internet facilities unless approved by the school/facility administration and Facility Rental Office.
18. All renters must provide proof of insurance before the event begins stating Douglas County School District as an additional insured with a minimum of \$1,000,000 in general liability coverage, except that proof of insurance with a minimum of \$2,000,000 in general liability

is required for rental of the Legacy Campus. If alcoholic beverages are approved in accordance with this policy, the renter must provide proof of insurance before the event begins stating Douglas County School District is an additional insured with a minimum of \$2,000,000 in general liability coverage as well as proof of liquor liability insurance coverage.

*Grounds and parking lots*

1. Placement of buildings, structures, trailers or equipment by outside organizations will only be allowed on District property with the approval from the school/facility administration and Facility Rental Office.
2. Vehicles shall be restricted to established roadways and parking lots.
3. Approved applications are required for use of all athletic fields, tracks and courts.
4. The District shall charge renters for any expenses incurred by the District in connection with renters' use of facilities.
5. Renters are prohibited from altering or modifying school/facility grounds and athletic fields without approval from the District Grounds Foreman and the Facility Rental Office.

*District-Owned Equipment*

1. Furniture and equipment located in District schools/facilities shall not be loaned or rented to any person or organization for use off premises. This equipment may be used in District buildings only, with the permission of the building administrator, and only by qualified personnel of the District.
2. No equipment or furniture shall be altered or moved by users unless approved by the Facility Rental Office or school/facility administration. Specifically included in this category are basketball backboards, bleachers, scoreboards and wrestling mats.
3. Due to increased risk and liability of kitchen equipment, District kitchens are not available for rent. Contact the Facility Rental Department for any exceptions to use of the Legacy Campus kitchens.

*Religions Organizations*

Community-based religious organizations may rent school buildings for religious services, Sunday school or other functions of religious service or religious instruction (i.e., seminars, revivals). Rental by these organizations is permissible only after school hours and when not otherwise occupied for school-related activities and shall be subject to all approval and regulatory conditions applicable to other organizations.

*Employee Use of District Facilities During Non-Working Hours*

District employees shall not use their position with the District for private or individual gain and therefore shall not use District facilities, equipment, or supplies for personal, family, or business purposes.

With regard to facility rentals, the District recognizes that many of its employees work with District students outside of school hours (coaching a club sport, enrichment classes, tutoring). The Facility Rental office waives hourly rental fees if the activity is a school sponsored event. A rental agreement, insurance, rental fees and other rental policies shall be applied for use that is not school sponsored, including all events where employees seek to use District facilities for personal or individual business reasons.

Unauthorized use of a District facility by any employee will be handled in accordance with policy GBEA (Staff Conflicts of Interest) and its accompanying regulation. The cost of additional wear and tear to District facilities as well as the direct cost of utilities and personnel cost should not be borne by the taxpayer in these cases.

**Rental Rates<sup>1</sup>**

Cost classification standards for groups using District facilities are posted on the District Facility Rental website. Rental charges, as per hourly fee schedule, will be based on the length of time the facility is used, inclusive of that period preceding the opening or beginning of the activity that is used for rehearsals, decoration, or preparation, as well as that period following the closing of the activity necessary for the removal of property, dismissal of personnel, and return to normal use. Rental Assistant fees will apply to the approved rental that is scheduled on a holiday, Saturday/Sunday and if the school requires additional staff during the week due to the type or size of the event.

Rental fees are payable in advance for dates specified on the application. All checks or money orders shall be made payable to the “Douglas County School District.” Additional charges accrued during the event by the user are due within five business days after receipt of invoice.

*No Rental Fee (hourly rental assistant fees or other direct cost may still apply):*

- Law enforcement agencies located within Douglas County conducting business for the police/sheriff/fire department.
- Governmental general elections and precinct caucuses. Other political activities may be charged at the lowest rate available.

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<sup>1</sup> Rates do not apply to the Legacy Campus. The Facility Rental Office should be contacted for specific details related to rental of the Legacy Campus facility.

- Users who are considered to be part of the regular school curriculum.
- Users who are participants in school-sponsored student activities, such as athletic and music groups, student clubs and plays, student council, and social events.
- School affiliated users, such as Parent Teacher Organizations, or school-related parent groups as approved by the individual school and the Facility Rental Department. No entry or participant fees may be charged for these events in order to qualify for no rent status.
- Forums for candidates for the Board of Education, where such forums are open to the public without charge, and all candidates are invited to participate.

*Non-profit Douglas County Youth Rate:*

- Non-profit recreational and educational groups and organizations serving primarily Douglas County youth.
  - Proof of non-profit status must be provided in the name of the organization requesting the rental and providing the insurance (i.e., an organization cannot submit a request using another organization's name in order to bypass approved rates).
- Other political activities outside of required general election and caucus activities.

*Non-profit Community Rate:*

- Recreational, homeowner associations, educational, religious, charitable, athletic and governmental groups and organizations that hold legal not-for-profit tax status that do not primarily serve Douglas County youth.
  - Proof of non-profit status must be provided in the name of the organization requesting the rental and providing the insurance (i.e., an organization cannot submit a request using another organization's name in order to bypass approved rates).

*Commercial Rate:*

- All youth and adult activities that are sponsored by individual(s), groups, and organizations that do not hold not-for-profit tax status through the state of Colorado or Internal Revenue Service.
- Any organization or individual(s), including District employees or groups, that use District buildings/facilities for the purpose of generating revenue by charging for admission or requesting donations from spectators and/or participants, or selling merchandise and/or services.

## **User Responsibility and District Indemnity**

1. The electronic signer of the Agreement for Non-School Use of School Facilities will be considered the legal agent of the organization using the building/facility and, as such, will be responsible for compliance with all conditions for building use. The applicant signing the Agreement and the organization represented will defend, indemnify and hold harmless the District and any person whose property may be within that building, for loss or damage to such property caused by any persons attending said meeting, and for any damage or injury arising out of, or in any manner attributable to the holding of said meeting or the use of such building or facility by reason of holding said meeting.
2. The applicant shall be responsible for the conduct and control of all participants and spectators and shall see that all applicable federal, state, and municipal laws and regulations, and District policies and regulations are followed. All community user groups must identify an on-site adult responsible for supervising the event and as contact for the District. Users must have a copy of the approved Facility Rental Agreement in their possession at the time of the event.
3. The applicant must agree to be financially responsible to the District for any and all damage that occurs to the buildings and property during the period of use. Excessive wear to the District's property caused by non-school users will be charged to the user. If, in the opinion of the Facility Rental Office, a proposed activity will cause excessive wear, or require extensive custodial time, the Facility Rental Office may also require security coverage, or deny the request.
4. The District property insurance and comprehensive general liability insurance does not provide coverage to community user groups. The user will be required to provide a certificate of comprehensive general liability insurance in the amount of \$1,000,000 per occurrence or as otherwise required by this policy. The certificate of insurance must have an endorsement naming the Douglas County School District as an additional insured. The District reserves the right to require different types of insurance dependent on user activities.

Approved: June 3, 1986; Revised on the basis of Board action.

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Revised: August 30, 2022