

Grand County School District

Business

3640: School Operations: Permit, Use and Rental of District Buildings and Grounds

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1. Purpose:

- 1.1.** It is the intention of the Board of Education to serve the community by making school buildings and grounds available for appropriate use in accordance with law. The use of school buildings and grounds is granted pursuant to the Utah Civic Center statutes at UCA § 53A-3-413-414. Approval under this policy is a Permit under the Civic Center statutes and grants the District full legal immunity under the Governmental Immunity Act of Utah pursuant to § 63G-7-301. Keeping in mind that the primary use for all school property and facilities shall be for educational programs, all other uses shall be deemed secondary and subject to the discretion of the Board. Further, nothing in this policy shall be construed to alter the modified forum standing of school property. In addition, the Board retains all control over school property at all times.
- 1.2.** The Board of Education shall provide opportunities for citizens to rent school grounds and facilities by the establishment of a rental fee schedule and procedures.

2. Policy:

- 2.1.** Public school buildings and grounds are by law civic centers and may be used by District residents for supervised recreational activities and meetings.
- 2.2.** Use of District property for civic center purposes shall not interfere with any school function or purpose.
- 2.3.** The Board of Education shall establish a fee schedule to fully compensate the District for any and all expenses incurred by the lessee's use.
- 2.4.** The Principal of each school shall administer this policy as the Superintendent's designee.
- 2.5.** The Principal shall designate a building manager. The Principal or building manager may refuse the use of District properties if the use is determine to be inadvisable, unlawful or contrary to the best interest of students in the District.
- 2.6.** The use of school grounds, including regulation playing fields, must be scheduled through the building principal or principal's designee. Excessive use of regulation playing fields and or stadiums and the necessity of keeping them in top condition for league play may make the regular use of these fields by non-school groups impractical.

2.7. School Sponsored Programs, PTA and Community Council

2.7.1 The PTA, Community Councils and other schools in the District shall be granted use of GCSD facilities for school related activities so long as the activity does not disrupt the functions of the hosting schools. In addition, the visiting entity or school shall reimburse any costs incurred by the hosting school. School clubs, teams or programs which sponsor commercial entities in utilizing school facilities are subject to fees outlined in Section 4 of this policy. Merely allowing a school club, team or program to access an activity or to provide concessions at an activity does not qualify the activity as a school or district sponsored program.

2.8. Religious Organizations

2.8.1 Religious organizations shall be granted use of facilities to conduct religious services or meetings for temporary periods not to exceed four days per fiscal year, where such church or organization has no other suitable meeting place.

2.9. Public Health and Welfare

2.9.1 School property and facilities may be made available for polling places and mass care shelters during disasters or emergencies affecting public health and welfare.

2.10. Interlocal Agreement

2.10.1 Interlocal Agreements negotiated by the Superintendent or her/his designee supersede this policy. Any uses by a city or county for programs or activities beyond those outlined in the applicable Interlocal Agreements are subject to community rates.

2.11. Non-Profit, Charitable, Service Club, Civic Group, Community or Partnership Use

2.11.1 Non-profit, charitable, service club, civic group, community, or partnership entities shall be charged one-third of costs determined on the fee schedule.

2.11.1.1 A non-profit organization must have a tax exempt IRS number

2.11.1.2 The District may grant limited rental fees to the above groups when custodial and other services are not required beyond the regularly scheduled duty and when:

- i.** No additional school funds are used to subsidize these meetings
- ii.** Requests are for occasional use only

2.11.1.3 The District may grant limited rental fees to the above groups when the total rental hours exceed 10 hours per day. This limited fee or 'capped fee' is designated on the Facilities Rental Agreement.

2.11.1.4 The lessee shall pay one-third of full rental fees as designated on the Facilities Rental Agreement.

2.11.1.5 The lessee may apply to the Board of Education for Partnership Status, should a lessee:

- i. Demonstrate the promotion of educational purposes of the District
- ii. Show proof of beneficial contributions to the growth and development of students based on Utah State Core Curriculum objectives

2.11.1.6 Upon approval by the Board, the lessee may be deemed a District Partner and shall pay one-third of full rental fees as designated on the Facilities Rental Agreement.

2.12. Student Contact Hour Trade

2.12.1 Should the lessee provide assemblies, workshops or instruction at no cost to students, the lessee's hours of service may be traded toward a deduction of rental fees as determined by the District Office.

2.13. Commercial Groups and For-Profit Use

2.13.1 Facilities may be used for commercial purposes in accordance with regulations of the Rental Fee Schedule and procedures as long as such use is of general interest to the public and not primarily directed toward selling products, services, or entertainment to the students or employees of the facility.

2.14. Governmental Agencies

2.14.1 The Board elects not to charge governmental entities for use of school property and facilities. All activities qualifying under these provisions shall be non-exclusive, open to the public, and free of charge to patrons. If facilities are required above the normal provisions, the cost of such facilities or services shall be charged according to the policy fee schedule.

3. Procedures:

3.1. The District Office, in consultation with the principal or designee, shall charge for the use of the facilities as outlined in the Rental Fee Schedule. Each facility shall be rented 'as is.'

3.2. The District Office, working with the lessee, shall complete a copy of the Facilities Rental Agreement and obtain the signature of the lessee at least fourteen days prior to the date of the rental.

3.3. The District Office shall determine personnel required for each rental. In case of a dispute, appeals may be made to the Superintendent.

3.4. The District Office shall require the individual or entity renting a facility to provide a Certificate of Insurance for liability and property damage before the event.

3.4.1 The Certificate shall be for five hundred thousand dollars (\$500,000.00) per occurrence.

3.4.2 Non-profit entities may request an exception from the Certificate with the District Business Administrator who will make the decision in consultation with the Utah State Office of Risk Mgmt.

3.4.3 A Certificate will not be required if addressed under an Interlocal Agreement.

3.5. The District Office shall determine additional charges for school equipment (stage lights, sound

systems, VCR/DVD and televisions, microphones, etc.) and supplies used by the lessee.

- 3.6.** All rental time shall be computed from the time of requested opening to closing of doors. Persons lingering in the building shall be the responsibility of the lessee and closing time shall be the time when all persons associated with the rental have left the building. The fee will be adjusted for additional time.
- 3.7.** Principals or building managers may require the service of security officers. Charges for these services shall be determined by the security agency and shall be the responsibility of the lessee. Payment must be made in advance and the receipt number recorded on the Facilities Rental Agreement.
- 3.8.** Payment of rental fees is the responsibility of the lessee and shall be submitted to the District Office at least five (5) days prior to the rental date.
- 3.9.** The assigned building manager is responsible for oversight of buildings/facilities during the rental period.
 - 3.9.1** Buildings may not be left without such management while occupied by the lessee.
 - 3.9.2** In addition to the building manager provided by the school, all rental groups must provide supervision to maintain order and prevent damage or loss of school property. It is the lessee's responsibility to assure that family members supervise their children, or to provide supervision for children who appear unsupervised.
 - 3.9.3** At the time of rental, arrangements shall be made for adequate supervision. Facilities shall not be made available at the scheduled rental time unless the lessee's supervisor or supervisors are present as agreed.
 - 3.9.4** The supervision ratio shall approximate
 - 3.9.4.1** One adult supervisor per fifty adults
 - 3.9.4.2** One adult supervisor per eight children ages 12 years old and under (toddler through HMK)
 - 3.9.4.3** One adult supervisor per fifteen children ages 13 to 19 (middle school through high school).
- 3.10.** Gymnasiums shall be rented only where adequate protection of the gym floor is assured by the lessee. The lessee shall pay for any damage caused to the gym, gym equipment or the floor.
- 3.11.** The lessee is subject to adherence to the standards of behavior of the school and Utah State Law.
 - 3.11.1** The use of drugs, tobacco, alcohol, or other controlled substances in or on school property is prohibited by state law. Profane language, X-rated or immoral videos, quarreling, fighting, or gambling are prohibited by the School District on school property.
 - 3.11.2** Violation of any of these standards is grounds for termination of the rental agreement and the immediate removal of those individuals associated with the rental.

- 3.11.3** Violation may result in the forfeiting of all deposits and additional charges may be assessed.
- 3.12.** Equipment and property shall not be loaned or removed from the school grounds.
- 3.13.** Laboratory facilities such as computer labs, home economics labs, shops, media labs, science labs and art labs shall not be rented.
- 3.14.** No food or beverages are allowed in the auditorium
- 3.15.** The lessee is responsible for the general cleanup of the areas occupied. Cleanup shall occur immediately after each use.
- 3.16.** Cancellation on the part of the lessee shall be reported to the District Office and the school office by the lessee. Security deposits and fees shall be fully refunded to the lessee minus a \$25.00 processing fee plus any funds expended by the District in preparing for the rental.
- 3.17.** Cancellations on the part of the District shall result in full refund of deposits and fees to the lessee in the form of a District check.
- 3.18.** The Principal of her/his designee shall be responsible for special arrangements required by visiting overnight school groups.
- 3.19.** In an unusual situation requiring the issuance of a key, the lessee shall gain approval in advance from the Principal or her/his designee and shall pay the required key deposit.

4. Fee Schedules:

- 4.1.** The rental fee schedules shall be established by the Board of Education and are subject to periodic review.
- 4.1.1 Security Deposit**
- 4.1.1.1** At the discretion of the District Office, the lessee may be charged a refundable security deposit of up to \$350.
- 4.1.1.2** The District Office shall determine the amount of the security deposit based on the size of the group, the location of the activity, and the type of activity involved. Only one deposit per playing season is required for field and grounds rental by youth recreation groups.
- 4.1.1.3** Security deposits shall be paid by the lessee in a separate check and deposited by the District.
- 4.1.1.4** Following the rental period, the principal or building manager shall inspect the rental facility for any damage, loss or deteriorated condition resulting from an activity beyond normal wear and tear. Any such extra charges shall be deducted from the security deposit and the remaining security deposit shall be refunded to the lessee in the form of a District Office check. Should there be no extra charges assessed, the full amount of the security deposit shall be refunded to the lessee in the form of a District Office check.

4.1.2 Startup Fee for High School Air Conditioning System

- 4.1.2.1** During the summer recess, the rate to start up the High School HVAC system exceeds \$1500. Should the activation of this system be desired as part of the rental, it is the lessee's responsibility to obtain current HVAC start up rates from the District Office and to pay this rate as part of total rental fees.

4.1.3 Grounds, Fields, Track and Other Facilities

- 4.1.3.1** Lessees scheduling organized events requiring the use of grounds, fields, track or other facilities shall be charged according to the Rental Fee Schedule.

4.1.4 Personnel

- 4.1.4.1** The District Office, in consultation with the Principal, shall determine the number and type of personnel required for a particular activity in compliance with this policy. A lessee who does not agree with this determination may make an appeal to the Superintendent.
- i.** At least one custodian may be required if one is not on duty. Custodial services required for rentals cannot require the on duty custodian to be removed from regularly assigned responsibilities. If custodial services are required beyond those as scheduled to be performed by the custodial staff at that facility, costs must be charged to the lessee.
 - ii.** General supervision/security, beyond the custodian on duty, is required if the principal or building manager determines the rental activity requires such. General rental management of the facility may be assigned to a custodian, teacher, administrator or other qualified staff member.
 - iii.** At least one District approved stage technician is required at the lessee's expense for rental of the auditorium when using the sound system and/or special lighting.
 - iv.** At least one member of the school lunch staff or a principal's designee is required for rental of the kitchen.
 - v.** Payment of wages for personnel providing management, supervision, or other services in support of facilities rental shall be paid in compliance with the applicable negotiated agreement.

5. Political Signs on School Property

- 5.1** A "political sign" is any sign or document that advocates the election or defeat of a candidate for public office or the approval or defeat of a ballot proposition. Schools and the school district are not required to allow the posting of political signs on school property. However, if the district or a district administrator or their designee posts or permits the posting of a political sign on school property, then the district shall also permit the posting of all other political signs, subject to the same requirements and restrictions. Any requirements or restrictions placed on the posting of political signs must be politically neutral and content neutral. To remain politically neutral the district will not allow the posting of political signs on school property *Utah Code § 20A-17-103 (2015)*.