

Salt Lake City School District Administrative Procedures for Board Policy C - 4

UNDER REVISION

Title: Community Use of Facilities
Index: C = Community Policies

References: [Salt Lake City School District Policy C - 4](#)

Definition:

1. Facility refers to a building, field house, gymnasium, school grounds, playground, athletic field, track, stadium or other real property owned by the district.
2. The rental coordinator is a Buildings and Grounds employee assigned the responsibility of administering the rules and regulations defined by this policy.
3. The activity supervisor is Buildings and Grounds employee (generally a custodian) temporarily assigned to the responsibility of monitoring and assisting a group or organization using a district facility.
4. Facility Use Agreement is a contract between the group or organization using district facilities and the Salt Lake City School District.
5. A Facility Use Permit is an approved authorization to enter and use a district facility in accordance with the terms and conditions specified in the user's Facility Use Agreement.

Procedures for Implementation:

1. General Provisions
The district's facilities will be available for use by a community group or organization provided that:
 - a. The use of district facilities will not interfere with any school function or purpose. The Buildings and Grounds Rental Coordinator has no authority to rent school facilities when use will interfere with school activities without prior approval of the principal.
 - b. The district will incur no additional costs. Where applicable, the Buildings and Grounds Rental Coordinator will charge for the use of the Facilities as outlined in the Facility Usage Fee Schedule C-4.
 - c. All groups and organizations will comply with the rules and policies as established and adopted by the board and all federal, state and local laws. No unlawful activities of any kind will be permitted.
 - d. Permission to use school facilities may be revoked by the district at any time such rules or policies are violated.
 - e. Authorization for use of school facilities will not be considered as endorsement of or approval of, the activity, group or organization nor for the purpose it represents.
2. Classification of Groups or Organization Using District Facilities:
 - a. Category I: Non-Profit Youth and Recreation applies to non-profit groups or non-profit organizations formed for the purpose of promoting the welfare of the school and/or its students and groups or organizations formed for the purpose of school aged youth recreation within the district boundaries. These organizations are to be distinguished from those curriculum based clubs and organizations that are an integral part of the school program under the direct policy leadership of the principal.
 - b. Category II: Government applies to city, county, state and federal government groups requesting the use of school facilities to carry out official functions and/or meetings. Examples include: City, County, and State or Federal elections. During officially declared state or national emergency situations, the American Red Cross may also use school facilities.
 - c. Category III: Non-Profit Community Groups include those organizations with verifiable tax exempt status that might wish to use school facilities for lectures, promotional activities, entertainment, community fund raiser, class reunions, adult recreation, college courses, etc., or other activities for which public halls or commercial facilities generally are rented or owned. The district will charge a reasonable rental rate in accordance with the costs incurred. Similar treatment may be granted to universities and colleges when offering college courses within the community or when offering training courses for staff at district request.

Whereas the policy allows for groups, including religious groups, to conduct activities, including religious services, within Salt Lake City School District facilities, no religious materials will be used during school activities, nor will any posters, banners, etc., be displayed on district property while school activities are in progress.

Further, there will be no religious teaching in a district school during the time when school is in session. Religious groups will not identify themselves with the Salt Lake City School District; e.g., no announcement or advertisement of the religious activities will carry the name of a district facility unless it indicates that the facility is rented from the district.

- d. Category IV: Commercial and other applies to all profit-making organizations and business-related enterprises or groups that are not listed in the above categories.
3. Application and Conditions for Use of Facilities
- a. The Rental Coordinator is responsible for schedule and administering all facility use that is Not School Related as defined by policy C-4 AP. At the discretion of the superintendent, the rental coordinator may also be directed to administer some School Related uses if facility and/or personnel costs are anticipated or actually incurred.
 - b. All applications for facility use must be submitted to and processed by the rental coordinator. Classification must be determined prior to issuing a Facility Use Permit.
 - c. All applications for Facility Use Permits are processed in the order they are received. In order to accommodate school related priorities, all applications for facility use received more than six (6) months prior to the first expected use cannot be processed.
 - d. In order to ensure that adequate time is allowed for scheduling, applications for Facility Use Permits should be received by the rental coordinator twenty (20) business days prior to the first expected use. Youth recreation groups; e.g., soccer leagues, are asked to submit their applications no less than ninety (90) calendar days prior to the beginning of the playing season to ensure proper schedule. Where possible, recreation groups are encouraged to meet together and coordinate their respective seasonal schedules so that all teams can be accommodated.

Because school related use has priority over non school related use and school calendars are not typically finalized until the first week in August, all applications requesting facility use during the months of September and October will be schedules on a tentative basis only. Applicants may be asked to accept alternate dates and/or facility locations if a conflict with the school's calendar should arise. Applications for Facility Use Permits received by the rental coordinator less than ten (10) business days prior to the expected use will be subject to a non-refundable \$50 handling fee.

Requests, initiated by the applicant, to change schedule (s), site location (s) or other agreement details will be subject to a non-refundable \$50 handling fee if received by the Rental Coordinator less than ten (10) business days prior to the expected use.

- e. Use will be denied if, in the judgment of the site principal, the community education supervisor, or the rental coordinator, no appropriate district employees are available to be on the premises during the intended use or insufficient time is available between the applicant request and the expected use.
- f. School principals or school personnel are not authorized to make any changes to the Facility Use Agreement or the Facility Use Permit. All changes must be made through the rental coordinator.
- g. If the group or organization desires to preview the school facilities, they must arrange for an appointment with the building custodian and/or the stage manager, at a time which does not interfere with the work schedule at the school. The rental coordinator will arrange any appointments requested. Applicants may not go to the school without an appointment.
- h. All applicants requesting the use of a district facility must provide:
 - 1. Name of the group or organization and its intended use of the district facility or facilities,
 - 2. Category of use, if known
 - 3. Name, address and phone number of the responsible party for all rental related expenses,
 - 4. Evidence of tax exempt status, if applicable,
 - 5. Evidence of insurance coverage, if applicable,
 - 6. Name of the adult supervisor, who is 21 years or older, in charge of the activities,
 - 7. Requested facility and one or more alternate locations,
 - 8. Date(s) and beginning/ending time(s) of the expected use,
 - 9. Number of participants,
 - 10. Any special requirements, as can be accommodated by the district.
- i. District facilities are not available:
 - 1. After 11 P.M. on weekdays,
 - 2. After midnight on Saturday and Sunday,
 - 3. For overnight stays.

- j. After the Rental Coordinator has received approval and confirmation from the school that the requested use can be accommodated, the applicant will be given:
 - 1. Facility Use Agreement,
 - 2. Itemized billing statement,
 - 3. District rental rules and policies,
 - 4. Rental Report Form for site pre and post damage inspection,
 - 5. Security requirements, if applicable
- k. The applicant will be issued a Facility Use Permit upon receipt of a signed Facility Use Agreement and all amounts due including any applicable damage deposits plus any required insurance certificates. All payments are due five (5) days prior to the first rental date shown on the permit. No permits will be issued without prepayment of all fees and evidence of security and/or insurance as required.
- l. In accepting a Facility Use Agreement, the permit holder agrees to hold the district harmless from any damage or claims arising from the action of the permit holder, his/her employees or patrons while the facility is in use.
- m. In order to protect the district's significant investment in technology including hardware, software, and other equipment, the following specialized rooms will not be available for use except under the direct supervision of a qualified district employee or through the Community Education Program:
 - 1. Computer labs,
 - 2. Science labs,
 - 3. Home Economic labs,
 - 4. Media center,
 - 5. Computerized sound and lighting control systems,
 - 6. Photo labs or dark rooms,
 - 7. Auto shops and paint booths,
 - 8. Wood shops,
 - 9. Television studios,
 - 10. Food kitchens
- n. Groups or organizations using district facilities will be held responsible for any damage to school property during the rental period. A refundable damage deposit of no less than \$500 or as shown in the C-4 Form, Facility Usage Fee Schedule will be required for category IV commercial users; activities involving 100 or more combined participants and spectators; activities with paid general admissions; and activities held in school gymnasiums, cafeterias or auditoriums. Deposits may also be required as determined by the rental coordinator for activities not listed above which have a high potential for facility damage; security concerns or activities requiring close supervision. Damages and/or other charges incurred but not paid will be deducted from this deposit.
- o. The group or organization using a district facility will agree to restore it to its original conditions in the event of damage. The Buildings and Grounds office will be the judge of the extent of the damage. The cost of restoring property to original conditions will, if necessary, be deducted from the refundable deposit. Should the actual cost exceed the deposit, a charge to recover the difference will be billed to the renting group or organization. Failure to pay for damages incurred may result in future denial of use to the group or organization and possible legal action. The group or organization may appeal any decision to deny future use to the superintendent.
- p. Any group or organization renting a district facility for an occasion that the general public may attend will be held responsible for any damage to school property by the general public during that time. The group may, at the discretion of the district, be required to employ off duty Salt Lake City police officers to help ensure the safety of attending persons as well as to help prevent destruction of school property. The number of officers will be determined by the district. Employment of law enforcement officers does not release the renting group from liability for damages.
- q. The use of district audio, video and/or projections equipment, theater lighting equipment, athletic equipment, or other educational equipment or supplies, which are not a fixed part of the spaces being used is not permitted, except by permission of the school principal. The applicant must make all arrangements to use such equipment with the principal. The principal may also require the payment of an appropriate fee and/or deposit for the use of such equipment. The fee will be negotiated and paid directly to the school.

4. Cancellation:

- a. All scheduled rentals will be automatically canceled on days when school has been canceled because of emergency conditions, e.g., snow day or power outage, etc. The superintendent, acting through the rental coordinator, will reserve the right to cancel use of school facilities without liability to the board. A Building Use Permit may be canceled if a facility is required for school use. Refunds will be issued to the group or organization equal to the fees assessed for the canceled portion of the activity. A permit may also be canceled due to:
 1. Fire,
 2. Water line or gas line leaks or breaks,
 3. Water contamination,
 4. Fire or irrigation sprinkler line leaks or breaks,
 5. Roof leaks,
 6. Labor disputes,
 7. School closure due to damage or unforeseen maintenance requirements,
 8. Weather conditions,
 9. Epidemics,
 10. Earthquakes,
 11. Acts of God
- b. Use of athletic grass fields will be canceled when, in the judgment of the district grounds supervisor, the grass and/or sod is in poor playing condition or so wet that damage requiring re-sodding is likely to occur. Refunds will be issued to the group or organization equal to the fees assessed for the canceled portion of the activity. The decision of the grounds supervisor will be final in this regard.
- c. If the applicant cancels a Facility Use Agreement, they must give the rental coordinator at least forty eight (48) hours prior notice to avoid cancellation fees. If notice is not given, the rental coordinator may assess fees reflecting all cost incurred by the district.

5. Supervision During Facility Use:

- a. The overall responsibility for district facilities during Not School Related periods will be as follows:
 1. When present the school administrator (principal, assistant principal) or other school employee designated by the administrator will be responsible for the facility and for supervising all rental activities.
 2. When the school administrator is not present and the community education supervisor is in the building, the supervisor will be responsible for the facility and for supervising all rental activities.
 3. When there is no school administrator or community education supervisor in the building, the activity supervisor, head custodian or other designated buildings and grounds employee will be responsible for the facility and for supervising all rental activities.
- b. An activity supervisor, or equivalent, may be required to monitor some rental activities including: category IV commercial users; activities involving 100 or more combined participants and spectators; activities with paid general admissions; or activities which have a high potential for facility damage, security concerns or requiring close supervision.

The group or organization will provide at least one or more responsible adults to provide direct supervision of all activity participants at all times. The activity supervisor, or equivalent, is not responsible for the direct supervision of the rental activity or participants. The activity supervisor will:

1. Verify that the group or organization using the district facility has a valid Facility Use Permit,
2. Open and close the district facility (keys to district property will not be issued to persons other than district employees),
3. Operate the electronic security and alarm systems of the district facility,
4. Record the starting and ending time of the rental activity,
5. Provide the group or organization with instructions regarding the use of the facility,
6. Provide directions to facility restrooms, etc.,
7. Monitor the presence and/or activity or other persons in (on) the district facility that may not be associated with the rental activity,
8. Provide assistance with fixed and folding tables, chairs, lights, athletic equipment and generally set up the facility for the group or organization,
9. Perform minor clean up of trash or litter after the rental activity (floor care, sweeping, etc.

- will be left to the custodian on duty),
 - 10. Resolve problems with heating, cooling, electrical and lighting systems,
 - 11. Complete the rental report form for site pre-and post-damage inspections, as required,
 - 12. Report problems to the rental coordinator
 - c. The stage manager will be responsible for supervising all auditorium facilities. All auditorium equipment will be operated only by the stage hands provided by the district under the direction of the stage manager.
- 6. Modifications/Alterations/Fixtures and Furnishings
 - a. Any alteration of facilities, in any way, is prohibited.
 - b. The use of power-operated or inappropriate equipment that does not belong to the school district will require approval by the buildings and grounds staff prior to the date of actual use. The user will be responsible for notifying the Buildings and Grounds Department and obtaining any necessary approvals.
 - c. Any abnormal lighting, sound or staging requirements must be anticipated and time allowed for preparation, subject to the approval of buildings and grounds staff. Costs for such additional requirements will be billed to the using group or organization.
 - d. No alterations, moving of curtains or cyclorama from present positions will be permitted.
 - e. Flats or other scenery will not be nailed or screwed to the stage floor. The walls or floors must not be defaced in any manner.
 - f. Training and exhibition of animals, except in approved areas is prohibited. This does not apply to the training of guide dogs, the use of guide dogs by the blind or when the course of instruction requires the presence of an animal.
 - g. All district facilities are rented "as is" and no additional furnishings will be provided. Facility Use Permits include the use of normal furniture and large equipment which is usually assigned to that particular area of the building, e.g., a piano in the auditorium or multipurpose room. The permit holder will be expected to provide and furnish his/her own expendable supplies and other ancillary equipment, e.g., basketballs, volleyballs, etc.
 - h. Refreshments can only be sold or consumed in lobbies with prior approval of the rental coordinator. Refreshments cannot be consumed in auditoriums, gymnasiums, classrooms, or corridors. Refreshments can also be served in the cafeteria dining room, but only if proper arrangements have been made. Use of a cafeteria dining room may be secured by special arrangement through the rental coordinator and payment of the necessary fees.
 - i. The district does not provide expendable supplies, e.g., trays, napkins paper or cleaning supplies to any group or organization using school cafeterias.
 - j. No storage facilities will be provided, or responsibility accepted, for any equipment or materials belonging to the group or organization using the school facility.
 - k. The district will not assume any responsibility for lost, damaged or stolen personal or group property.
 - l. Non-marring, athletic footwear will be worn in gymnasiums and on tennis courts.
- 7. Facility Use Fees:
 - a. Facility use charges will be periodically reviewed and adjusted to ensure that all additional costs incurred by the district are recovered in a fair and equitable manner. The facility use fees, as shown on C-4 Form will be submitted on an annual basis to the board for final approval.
 - b. Fees will be computed by the rental coordinator in accordance with the current Facility Use Fee schedule C-4 Form and itemized on a building statement provided. Time increments will be rounded up to the nearest half hour. Charges for unexpected personnel costs or damages will be billed separately or deducted from any damage deposits previously paid.
 - c. Special service costs will be charged if an applicant requests special support service such as furniture set up and/or relocation, special clean up, extensive trash and litter clean up, etc. Such services will be outlined on the Building Use Agreement at the time the application is submitted.
 - d. Hourly charges for personnel providing support for rental activities will be set forth in the Facility Use Fee schedule C-4 Form. The hourly charge will be adjusted annually to coincide with the negotiated salary agreement approved by the board of education.
 - e. Applicants or organizations using district facilities will neither negotiate with nor pay any employee directly for services rendered.
 - f. Checks will be made payable to the Salt Lake City School District. Damage deposits will be paid by separate check.
 - g. The district will be entitled to collect all attorney's fees, collection or court costs necessary to recover any unpaid debts or the cost of damage to facilities.
 - h. A portion of the user fees collected from each facility rental will be deposited to the districts custodial accounts to defray the cost of replacing certain consumable items, such as, stage and

spot lights, etc. The percentage paid from the net fees will be determined by the districts business administration office.

8. Insurance

- a. The district property and comprehensive general liability does not provide coverage to community groups utilizing school facilities. The board may require that applicant groups purchase and provide a certificate of insurance plus proof of adequate policy and fire protection should the board determine that the use would involve a significant liability exposure. In the event that insurance coverage is required, the district will be named as additionally insured on the certificate of insurance.
- b. Liability insurance will be carried by all groups and organizations using district facilities unless waived by the superintendent. This requirement will normally be waived for category I, II, and III users. A copy of the insurance policy will be provided to the district prior to use of the facility in an amount to be determined by the district, but will in no case be less than \$500,000 general liability. The district will be the co-insured party in such a contract. All policies will contain an endorsement stating that the insurance company will not terminate the policy or change any coverage therein prior to policy expiration date without written notification to the district at least 30 days prior to such termination. The district will incur no liability associated with the use of school facilities by qualified groups or organizations.

9. Scheduling Priorities:

- a. School related usage of district facilities will take priority over Not School Related usage or any other classification of use.
- b. The buildings and grounds rental coordinator will coordinate the scheduling of all non school related use. School principals are required to inform the rental coordinator of all scheduled school related uses as soon as they are known or as changes occur.
- c. Should schedule conflict arise, the use of district facilities will be determined according to the following hierarchical order:
 1. School related Use including:
 - District sanctioned extracurricular and athletic activities
 - Utah High School Activities Association events
 - Community Education
 - PTA
 2. Contractual lease agreements (East High School track and stadium only)
 3. Negotiated city or county recreation agreements
 4. Not School Related use including:
 - Category II declared governmental emergencies
 - Category II Federal, state, city, county election, when appropriate
 - Category I
 - Category II
 - Category III
 - Category IV

10. District Maintenance Activities and Scheduling Facility Use:

- a. Indoor use of school buildings will be limited during periods when the regular school educational programs are not in session to allow for scheduled maintenance and cleaning. Buildings and Grounds maintenance personnel will coordinate, where possible, with the rental coordinator to ensure that planned maintenance activities are scheduled far enough in advance to avoid potential conflicts.
- b. In order for district athletic and playing fields to sustain the wear and tear which results from continuous use by recreation groups and organizations, it is necessary to limit or restrict some use to allow summertime care, repair, fertilization and maintenance work.

11. Prohibited Activities:

- a. Tobacco products or smoking are strictly prohibited in or around district facilities, including parking lots, tennis courts, stadiums and athletic fields. The using group or organization agrees to assume full responsibility for enforcing this rule. Persons found in violation of these rules will be asked to leave the premises.
- b. Possession or consumption of drugs or alcoholic beverages in or around district facilities is strictly prohibited. The using group or organization agrees to assume full responsibility for enforcing this rule. Persons found in violation of these rules will be asked to leave the premises.

- c. No weapons of any kind are allowed at any time on district property except for an on duty peace officer or a security guard. This provision applies regardless of whether a person has a concealed weapons permit.
- d. No sub-leasing of facilities will be permitted.

12. Safety Considerations:

- a. All exit lights inside and outside gymnasiums and auditoriums will be left on and will not be covered by decorations or tampered with in any way.
- b. The fire ordinances and the district rules must be observed. This includes no use of open flames including candles on any stage, auditorium or building. The using agency agrees to assume full responsibility for observance of these rules.
- c. In accordance with general fire regulations, all aisles, hallways, stairways, passageways and lobbies will be kept free from obstructions of any kind.
- d. No person will be allowed to loiter in any aisles, hallways, stairways, passageways, or lobbies.
- e. The use of district athletic fields, tracks, tennis courts, baseball fields, soccer fields, playground equipment and parking lots are restricted to the purposes for which they were designed.
- f. No adjustment or modifications will be made to the building lighting, heating or ventilating equipment or systems by any person other than by a qualified district employee. Any violation of this regulation will result in the costs for repair being assessed to the violator.

13. Special Considerations – Athletic Fields and Tennis Courts:

- a. Grounds and track facilities must be left clean of all litter. The using group or organization will be held liable for any damage to school property or adjoining properties.
- b. The district will make every possible effort to mow athletic fields on a regularly scheduled basis during the mowing season. The district will not mow athletic fields more frequently than determined necessary by the grounds supervisor.
- c. Work or maintenance by applicant groups to any school ground or field will only be permitted with the prior written approval of the grounds supervisor.
- d. Any substance used to mark fields or grounds for athletic activities such as soccer, baseball, football must be first approved by the grounds supervisor.
- e. Tennis courts are available for casual play without charge to the general public during non-school hours. Use of tennis courts and associated fees for organized meets or tournaments will be determined in accordance to the classified provisions of section 2.
- f. Groups or organizations using district athletic fields for extended periods after normal school hours and on weekends may be required to provide portable sanitation facilities at their own expense.

14. Special Considerations – Playgrounds

- a. Playgrounds will be open for casual play during non-school hours until 11:00 p.m.
- b. No use of the playground will be permitted which creates a hazard or unreasonable restriction of use by others.

15. Special Considerations – Parking lots:

- a. Parking lots may not be used for flea markets or private family use.
- b. High school parking lots may be used, at the discretion of the site principal, for fund raising purposes by school related groups in conjunction with the need for public parking. Principals will be responsible for administering and controlling any such arrangements made for the use of parking lots.

16. Special Considerations – Commercial Film Productions:

- a. Commercial film production applies to any agreement which allows the user to rehearse, create and film any manner of production which captures, through the use of electronic or other media, the image of a district school building, grounds and occupants. Schools will be permitted to accept and place in their internal accounts any donations received from the production company.

17. Special Considerations – Child Care Centers:

- a. As provided by state law, school buildings may be used for child care centers for school aged children. Child care centers will be classified as Category IV Commercial Users unless administered by separate negotiated contract through the Community Education Department.

Approved by: McKell Withers

Date: 3/21/00

The Salt Lake City School District does not discriminate on the basis of age, color, disability, national origin, pregnancy, race, religion, or sex in its programs and activities. The following person has been designated to handle inquires regarding the non-discrimination policy: Kathleen Christy, Assistant Superintendent, 440 East 100 South, Salt Lake City, Utah 84111, (801)578-8251. You may also contact the Office for Civil Rights, Denver, CO, (303)844-5695.