

## **COMMUNITY USE OF DISTRICT PROPERTY (For Non-District Use) Regulations**

### **Introduction**

These administrative regulations are designed to conform to Colorado Springs School District 11 Board of Education (the Board) Policy (Policy KF). Administrative procedures have also been developed to assist with the implementation of these regulations and Policy KF. These regulations and procedures shall govern the use of Colorado Springs School District 11 (the District) property for purposes not directly related to the District's implementation of its educational and administrative programs and shall apply to all facilities, grounds, and equipment owned and/or operated by the District.

### **Administration Responsibility**

The Procurement and Contracting Department/Rental Office shall be responsible for the administration of these regulations and procedures and the associated Board facility use policies.

### **Definitions**

District Use: District use shall be defined as an activity that:

1. Is conducted by or on behalf of a school or the District;
2. Is participated in and/or supervised by District staff, administrators, and/or others acting on behalf of the District and with the District's prior approval;
3. The Superintendent or the Superintendent's designee has determined is:
  - a) an activity in which a school or the District may legally be engaged,
  - b) an activity to which Board policies and legal requirements relating to the operation of public schools shall apply, and are being complied with,
  - c) an appropriate activity for the District to approve and support,
  - d) an activity that constitutes an extension of or a direct support to the Preschool-Grade 12 curriculum and/or the District's general educational program, including its adult and community education programs, or that has been determined otherwise to further the District's purposes as determined in the reasonable discretion of the Superintendent or the Superintendent's designee.

District use includes, but is not limited to, the District's or a school's instructional programs, conferences, meetings, and trainings for students and adults; athletic and academic practices; contests and games; drama, choir, and band practices; performances, and events; meetings and events of curriculum-related student groups; dances, rallies, and other events that are designed to involve an entire student body or any portion thereof; school or District fund raisers; parent/guardian-teacher conferences; faculty meetings; and other school or District gatherings of students, parents/guardians, and staff.

Non-District Use: Non-District use shall be any use other than a District use.

Cost of Operation: The cost of operation of a particular facility shall be defined as the cost to the District of operating the facility for non-District rentals. Ordinarily, this cost will be calculated on an hourly basis. This cost may include but is not limited to the cost of personnel, utilities, supplies, trash pickup, snow removal, facilities maintenance, security, and other similar overhead expenses. This figure will be determined and maintained by the Superintendent or Superintendent's designee. All non-District users, including non-profit groups, shall pay the cost of operation.

Facility Fee: The facility fee shall be defined as an additional fee for the use of District property that is charged over and above the cost of operation for a non-District rental. Ordinarily, this cost will be calculated on an hourly basis. This figure will be determined and maintained by the Superintendent or Superintendent's designee.

Rental Fee: The rental fee shall be defined as the total charge for the rental of District property for a non-District rental. It shall be the combination of the cost of operation and the facility fee.

Rental Agreement Contract: The Rental Agreement Contract shall be defined as the written contract by which the District authorizes the use of District property for non-District use.

## **Priority of Rental**

District use shall take precedence over non-District use in scheduling the use of District property. Unless specifically determined otherwise by the Superintendent or the Superintendent's designee, all proposed non-District use will be considered on a "first come, first served" basis.

## **District Properties Available for Non-District Use**

The Procurement and Contracting Department/Rental Office will determine the general categories of District properties that may be available for non-District rentals.

## **Food, Beverage and Catering**

The District's Food and Nutrition Services Department will have the First Right of Refusal on all food and beverage service needs at the District's Tesla Center. At all other District facilities the District's Food and Nutrition Services Department will have the right to make a proposal for all food, beverage and catering associated with the non-District use of District property.

## **Rental Agreement Contract**

A Rental Agreement Contract must be executed with the District prior to any non-District use of District property. Unless otherwise determined by the Procurement and Contracting Department/Rental Office, an executed Rental Agreement Contract must be on file in the Procurement and Contracting Department/Rental Office at least ten business days prior to the date of the proposed rental.

Only the Superintendent or the Procurement and Contracting Department/Rental Office has the authorization to enter into a Rental Agreement Contract on behalf of the District.

The Rental Agreement Contract shall contain all terms and conditions that apply to the intended rental, as well as such other provisions as deemed appropriate by the District from time to time. The master original of the Rental Agreement Contract associated with all Rental Agreements will be drafted and maintained by the Procurement and Contracting Department/Rental Office.

Non District use of District 11 facilities will not be permitted without a rental agreement and associated insurance requirements in place. Insurance requirements may be waived if all of the following conditions are met:

- Request is for a community meeting only (maximum 25 attendees) or for a District Alumni tour;
- Requestor cannot:
  - Charge to attend the meeting;
  - Charge in excess of \$50 per year to belong to the group/committee/entity requesting the meeting;
  - Cannot utilize space for a business purpose;
- Requestor must physically reside or have a nexus to that school's community (boundary);
- These meetings will be limited to classroom and library/media center spaces;

### **Non-profit Organizations**

To qualify for a non-profit facility fee, all non-profit groups, organizations, and associations must present and/or have on file with the Procurement and Contracting Department/Rental Office, a valid and current 501(c)3 determination letter from the Internal Revenue Service (IRS) or the legal equivalent (for example, a valid and current non-profit Colorado State Sales Tax Exempt Certificate Number document) in circumstances where a non-profit entity is not required to obtain recognition from the IRS as a 501(c)(3) organization.

School Sponsoring Organizations, such as PTA/PTO, Booster clubs, Alumni Associations and other similar groups, are considered extensions of school-related activities and programs and are therefore exempt from this policy and regulation. However, these groups are subject to Board Policy DFH, Games of Chance, for fundraising activities utilizing games of chance.

### **Individuals and Organizations**

Individuals, not acting as employees of the District, or organizations who wish to use a District-owned facility for an activity, including but not limited to summer camps and clinics, with the intentions to make a profit, must apply for a Rental Agreement Contract through the District Procurement and Contracting Department/Rental Office. The following will apply:

Any individual not acting as an employee of the District, partnership, and/or corporation who runs an activity that seeks to operate for profit or on a reimbursement basis must comply with the following:

- When the coordinator/facilitator intends to get reimbursed from a school's School, Student, and Activities (SSA) account or general account for any part of the activity, an Independent Contractor/Consultant agreement must be signed.
- When the activity is conducted within a District-owned property a Rental Agreement must be signed.
- All individuals associated with the activity must agree to and comply with the District's policy entitled, Public Conduct on School Property (FILE: KFA).
- At no time will any individual or corporation use the District's name, school name, or logo(s) for purposes of advertisement or promotion, or as part of the activities' name recognition, without coordinating with the Procurement and Contracting Department/Rental Office. This applies to activities operated on District owned property and off site.

The individual or corporation is responsible for the conduct and performance of its activities, and is subject to the terms and conditions of all applicable signed agreements. The individual not acting as an employee of the District, or corporation is responsible for all business activities to include but not limited to applicable payroll, liability and workers' compensation insurance, and taxes.

### **Non-Permissible uses**

District property may not be rented for:

- Any unlawful purpose, or any purpose that creates a clear and present danger of the commission of unlawful acts or the violation of lawful Board policy and/or school or administrative regulations.
- Any purpose that may result in damage to District property.
- Any purpose that may violate campaign practice laws.  
Note that under campaign practice laws, District property, including, but not limited to, table space at Back to School Nights or school Open Houses, may be rented by political candidates or advocates, regardless of their party affiliation or political beliefs, for purposes of political campaigning.
- 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.
- Any purpose that may be obscene, libelous, slanderous, or defamatory.
- Any purpose that involves the impermissible possession or consumption of alcoholic beverages and or drugs.
- Any purpose that involves the use of tobacco or gambling.
- Any possession or use of firearms or other weapons.
- Any activity not specified in the Rental Agreement Contract.
- Such other activities as the Superintendent or the Superintendent's designee may lawfully determine from time to time.

All requests involving a non-permissible use will be denied or revoked. Some exceptions may apply. Please refer to policy DFH for a possible exception.

### **Protests, Disputes, and Appeals**

Protests, disputes, and appeals will be handled in accordance with District Acquisition

Regulation (DAR) Part 7. The complete DAR is on the District's Web site or may be obtained by calling the Procurement and Contracting Department.

## Fee Schedule

A cost of operation and facility fees schedule will be determined and maintained by the Superintendent or Superintendent's designee taking into account the various properties and rentals. This schedule will be reviewed and presented to the Board within the budget development assumptions annually. The Superintendent or Superintendent's designee may amend this schedule as needed.

All renters shall pay 100% of the cost of operation in addition to the facility fee. Non-profit groups shall pay the cost of operation plus 50% of the facility fee, as listed on the District rental fee schedule.

All fees associated with a proposed non-District rental will be paid at least ten business days prior to the rental, unless other arrangements for payment have been made with the Procurement and Contracting Department/Rental Office. Funds are to be made payable to Colorado Springs School District Eleven and sent to the Procurement and Contracting Department/Rental Office.

## Special Considerations

The following constitute some, but not all, of the rules that apply to unique facilities and/or renters:

Kitchen Rental - When access to or rental of a building's kitchen is granted, a Food and Nutrition Services employee is required to supervise the rental of the kitchen. All costs of the District Food Service employee will be paid by the renter.

Pool Rental - When access to or rental of a building's pool is granted, a current Water Safety Instructor (WSI) will be in attendance, in a supervisory role, with one Certified Life Guard (in addition to the WSI) for each additional 25 swimmers. All costs of the WSI and the Certified Life Guard(s) will be paid by the renter.

Facility Use Partnerships - Use of District property as a result of a partnership formed with a school will require the "Request for Amended Facility Fee" form to be filled out and submitted to the Procurement and Contracting Department/Rental Office for approval by the Superintendent or his designee. All cost of operation will be billed to the organization.

Alterations of Facility - When temporary or permanent alterations of a facility are needed by a renter, the proposed alterations must be reviewed by the Executive Director of Facilities, Operations and Transportation prior to consideration of allowing such rental and/or entering into a Rental Agreement Contract. A request for alterations must be in writing and include a detailed action plan (a copy forwarded to Risk Management). If approved, alterations (including such alterations as are required by the District to return the facility to its former state) must be performed in a manner and to the specifications required by the District and will be constructed at the sole expense of the renter. For example, all electrical alterations, if approved, must be done by a licensed electrician.

Building Closings - Property that may otherwise be made available for non-District rental, will not be available for rental when the buildings are closed for repairs, decorating, cleaning, weather, renovating, other maintenance purposes, or whenever a property is otherwise deemed unavailable by the District.

Ropes Courses and Climbing Walls - These types of rentals may only be arranged through the Procurement and Contracting Department/Rental Office. A Certified Instructor will be required to be in attendance in a supervisory role, at the expense of the renter. Each participant will be required to sign a permission slip and a release of liability prior to participating in the activity.

## **Security**

The Superintendent or Superintendent's designee will make the determination as to whether District Security Staff is needed for a proposed rental.

## **Transfer and Assignment**

- District property may only be rented for the purpose approved for in the Rental Agreement Contract.
- District property may only be rented by the individual, group, or organization approved on the Rental Agreement Contract.
- An executed Rental Agreement Contract may not be transferred to any other individual, group or organization.

## **Right to Deny or Revoke Rental**

The Superintendent or Superintendent's designee reserves the right to deny the use of or revoke permission to use its property for any lawful reason at any time.

## **Procedures**

Any individual or group wishing to use any District facilities will need to provide the following:

1. Obtain a rental request either online at [www.d11.org/rentals](http://www.d11.org/rentals) or from the Procurement Contracting Department/Rental Office.
2. Return the request form at least 10 days prior to the requested use. Requests made with less than 10 days prior to the rental may be declined. At the time of the receipt of the request form, a determination will be made on the availability of the requested facility and the appropriate fees to be charged.
3. Prior to use the following steps must be completed:
  - a) A copy of a certificate of liability insurance, reflecting a minimum of \$1,000,000 in liability coverage must be submitted to the Rental Office. This certificate must name the District as additionally insured, as well as, certificate holder. School district property insurance and comprehensive general liability insurance do not extend to community or other groups using District facilities.
  - b) Payment in full for rental /use of facility as specified in the Rental Agreement Contract.
  - c) Signed rental agreement contract on file. This contract needs to be signed by the Procurement and Contracting Department/Rental Office and by the person responsible

for the outside organization. Such agreements may be granted for a single or recurring use, or limited time not to exceed one fiscal year.

### **Conditions Governing Use**

- School buildings will generally not be available for use by community groups during regular school hours.
- School, student, and District functions always take precedence over outside use of District facilities. The District reserves the right to cancel building Rental Agreement Contracts should the space be needed for school or school-related activities. This privilege will be used only when necessary due to unavoidable circumstances, and attempts will be made to offer alternate space. Reasonable effort will be made for timely notification when a cancellation is necessary.
- A District employee not directly involved with the activity must be on the premises during the use of any school building by groups which have entered into a Rental Agreement Contract. District Food and Nutrition Services personnel will be present at all times when a kitchen facility is being used. Groups should be aware that this means that charges will include the coverage of overtime for those District employees.
- Snow removal from parking areas is not guaranteed for facility rental agreements. Time permitting, snow removal from parking areas can be arranged through Facilities Maintenance at the user's expense.

### **Disclaimer**

The Superintendent or Superintendent's designee reserves the right to require individuals, groups or organizations, as a term or condition of rental, to provide appropriate signage, as approved by the District, that advises the public that the District does not endorse the individual's, group's, or organization's views.

All advertising which takes place in or on District property must include the following statement:

"These activities will take place on property that [\_\_name of the group\_\_] has leased from Colorado Springs School District Eleven pursuant to Board of Education Policy KF. Our group has paid a full rental fee for the rental of the facility and, therefore, our rental of the facility is not supported by tax dollars. Our rental of a District facility represents neither agreement nor disagreement with our group's goals, purposes, or statements by the Board, Administration, or the District."

Adopted September 10, 1975  
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LEGAL REF.: C.R.S. 22-32-110(1)(f)

CROSS REFS.: ADC/GBED, Tobacco-Free District  
ADC/JICG, Tobacco-Free Schools  
AG, Equity Policy  
DFH, Games of Chance on District Property  
EDC, Authorized Use of School-Owned Materials and Equipment  
IHD, Adult/Community Education  
KF, Community Use of District Property (For Non-District Use)  
KJK, Relations with Partisan Political Organizations