

# C-4: Administrative Procedures

## Community Use of Facilities



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### REFERENCES

[Board Policy C-4](#)  
[Rental Fee Schedule](#)

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### DEFINITIONS

**Activity Supervisor:** A district employee, generally a custodian, temporarily assigned the responsibility of monitoring and assisting a group or organization using a district facility.

**Facility:** A building, field house, gymnasium, school grounds, playground, athletic field, track, stadium, or other real property owned by the district.

**Facility Use Agreement:** The contract between the district and the group or organization using a district facility.

**Facility Use Permit:** 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.

**For-Profit Organization:** Any group, organization, or individual that is commercial in nature.

**Non-Profit Organization:** Any group, organization, or individual that is not commercial in nature and has a verifiable tax exempt status. Examples of non-profit uses include government events, community fundraisers, class reunions, and community recreation.

**Rental Coordinator:** An auxiliary services employee assigned the responsibility of administering these procedures.

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### PROCEDURES FOR IMPLEMENTATION

#### I. General Provisions

- A. School related usage of district facilities takes priority over any other usage.
  1. The district does not discriminate or deny access to facilities on the basis of age, color, disability, gender, gender identity, genetic information, national origin, pregnancy, race, religion, sexual orientation, and/or veteran status.
  2. The district provides equal access to its facilities for all youth groups listed in Title 36 of the United States Code, including scouting groups.
  3. The district's facilities shall be available for use by a community group or organization (hereafter collectively referred to as "group") provided that:
    - a. The use of district facilities does not interfere with any school function or purpose.
    - b. The district shall incur no additional costs when renting its facilities. Where applicable, the rental coordinator will charge for the use of the facility as outlined in the Rental Fee Schedule.
    - c. Users must comply with all applicable federal, state and local laws, board policies, and district administrative procedures.
  4. The district reserves the right to preclude access to its facilities to any user that fails to adhere to federal, state or local law, board policy, district administrative procedures, or for any other rational and lawful reason.
- B. Authorization for use of district facilities by a non-district group does not constitute an endorsement or approval of the activity, group, its philosophies, or its policies. Similarly, a denial of use does not constitute a rejection of a group's purposes.

#### II. Requests and Conditions for Use of Facilities

- A. All requests to use a district facility, except high school facilities, must be directed to the rental coordinator, either by phone at 801.974.8367 or email at rentals@slcschools.org. All requests to rent a high school facility should be directed to the high school's athletic director.
- B. All district facilities are rented "as is" and no additional furnishings will be provided.
  1. Facility Use Agreements 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.
  2. The user will be expected to provide and furnish his or her own expendable supplies and other ancillary equipment, e.g., trays, napkins, basketballs, volleyballs, etc.
- C. The rental coordinator is responsible for scheduling and overseeing all facility use that is non-school related. At the superintendent's discretion, the rental coordinator may also be directed to oversee some school related uses if facility and/or personnel costs are anticipated or actually incurred.
- D. Upon receipt of a request to use a district facility, the rental coordinator must determine whether the requesting group is a for-profit or non-profit entity.
- E. All requests for facility use are processed in the order they are received.

1. In order to accommodate school-related priorities, the district cannot process requests for facility use received more than six months in advance of the requested use date.
  2. In order to ensure that adequate time is allowed for scheduling, all requests for facility use should be received by the rental coordinator twenty (20) business days prior to the requested use date.
- F. A request will be denied if, in the judgment of the school principal, the school custodian or the rental coordinator, no appropriate district employees are available to be on the premises during the usage period, or insufficient time is available between the request and the expected use.
- G. If the group desires to preview the facility, it must schedule an appointment with the rental coordinator in advance. Requesters may not go to any facility without an appointment.
- H. District facilities are not available for use or rental:
1. after 11 P.M. on weekdays;
  2. after midnight on Saturday and Sunday; or
  3. for overnight stays.
- I. Upon the rental coordinator's approval and confirmation that the requested use can be accommodated by the district, the requester will be given:
1. a Facility Use Agreement;
  2. an itemized billing statement;
  3. a copy of the district's rental rules and policies; and
  4. a description of any applicable security requirements.
- J. Insurance certificates, deposit, and rental charges are due ten (10) days prior to rental.
1. The Facility Use Agreement will be revoked if prepayment of all fees and evidence of security and insurance are not received by the specified date.
- K. School principals or school personnel are not authorized to make any changes to the Facility Use Agreement. All changes must be made through the rental coordinator.
- L. The following specialized venues will not be available for use:
1. computer labs;
  2. science labs;
  3. home economic labs;
  4. auto shops and paint booths;
  5. wood shops;
  6. television studios; and
  7. any specialty rooms.
- M. No storage facilities will be provided, or responsibility accepted, for any equipment or materials belonging to the group or organization using a facility.
- N. Refreshments can be sold or consumed only in lobbies or a cafeteria, and require the prior approval of the rental coordinator.
- O. All facilities must be left clean of all litter.
- P. Advertising associated with a rental agreement shall also be permitted, but only during the time the outside party is using the facility, and then only in accordance with all applicable board policies and district administrative procedures.

### **III. Field and Gymnasium Rentals**

- A. School related uses have priority over non-school related use.
1. Because school calendars are not typically finalized until the first week in August, all requests for field use during the months of August, September, and October will be scheduled on a tentative basis only.
  2. Groups may be asked to accept alternate dates and/or field locations if a conflict with the school's calendar arises.
- B. High School Rentals
1. The athletic directors at each high school are responsible for renting their facilities in accordance with these procedures.
    - a. The athletic director should determine an appropriate process for accepting rental requests, including the method to be used, any deadlines that will be imposed, the procedure for requesting a fee waiver, etc.
  2. A student youth recreation group whose participants are predominantly district students, i.e. more than seventy-five percent (75%) of the participants are currently enrolled in a district school, will be given preference over groups not meeting this threshold.
  3. Before allowing any group access to a high school facility, the school's athletic director must:
    - a. obtain a copy of the group's certificate of insurance if the group is a for-profit entity;
    - b. obtain and verify the group's participant roster, if applicable;

- c. complete, and have the group sign the district's Facility Use Agreement; and
- d. ensure that the appropriate deposit and payment for the particular rental, as outlined in the district's Rental Fee Schedule, is paid to the high school treasurer.
  - i. The high school athletic director may not accept any rental monies; all groups must be directed to make payments to the high school treasurer to ensure proper accounting procedures are followed.

All these steps must be completed prior to the group using the facility.

- 4. Any ancillary requests such as lighting, modifications, striping, and/or sound booth access will be assessed a fee in accordance with the district's Rental Fee Schedule.
    - a. If a group wishes to have a field striped or in any way modified, all such changes must be approved and performed by the athletic director and high school staff.
  - 5. Both the district's rental coordinator and the athletic director must ensure that field usage and availability is documented in a site specific shared calendar.
    - a. This calendar must be continuously updated so that information on field availability is always current.
    - b. Athletic directors must enter information into the calendar regarding when the fields are going to be used:
      - i. for school sponsored activities (USHAA team practices, games, etc.);
      - ii. for the youth recreation groups identified in section III.B.; and/or
      - iii. for any other purpose.
    - c. Every entry on the calendar must identify the user of the field as a school user, a renter, or a youth recreation group identified in section III.B.2.
  - 6. Once a field has been calendared for use by a particular non-school group, including renters, athletic directors may only alter that group's scheduled use in the event of a conflicting school activity or emergency conditions, see section V below.
  - 7. When scheduling field usage, principals and athletic directors must accept responsibility for assessing the impact of increased usage on the condition of their fields.
  - 8. The athletic director must submit a monthly report to the business administrator which includes a list of the renters for that month, copies of the Facility Use Agreements, and an accounting of the fees collected.
- C. Elementary and Middle School Gymnasium and Other Field Rentals
- The procedures outlined below must be followed for rentals of all elementary and middle school fields and gymnasiums.
- 1. Submission of requests for field or gymnasium rentals must be submitted in accordance with the following procedure:
    - a. All rental requests must be in writing and include:
      - i. the date and time of the requested rental(s);
      - ii. the requester's contact information, including phone number, address, and email address.
      - iii. type of intended use;
      - iv. school name and field desired. Requester should include a minimum of three (3) choices, ranked in order of preference; and
      - v. an indication of whether the majority of requester's participants are district students.
    - b. The executive director of auxiliary services will hold a lottery on the days specified below. Rental requests will be accepted at any time up until the close of business on the Monday of the week prior to the lottery.
      - i. For fall season rentals, the lottery will be held on the last Monday in April.
      - ii. For winter season rentals, the lottery will be held on the first Monday in July.
      - iii. For spring season rentals, the lottery will be held on the last Monday in September.
      - iv. For summer season rentals, the lottery will be held on the first Monday in January.
    - c. Requests may be made through email, USPS, or hand-delivery.
    - d. Rental requests will be processed through an open lottery system.
      - i. The lottery will be held at a public meeting; the date, time, and location of the lottery will be announced at least one week in advance.
      - ii. Rental requests will be fulfilled in accordance with the lottery results.
    - e. If a conflict arises, rental requests by groups consisting of seventy-five percent (75%) of district students shall be given priority over other requesting groups.
    - f. The district will make every effort to maximize the utilization of all fields in order to meet the needs of the requesting groups.

- i. When possible, recreation groups are encouraged to meet together and coordinate their respective seasonal schedules so that all groups can be accommodated.

**IV. Damages & Security Personnel Requirements**

- A. The user will be held responsible for any damage to district property that occurs during the rental period.
- B. The user must agree to restore the district property to its original condition in the event of damage. The auxiliary services department will be the judge of the extent of the damage.
- C. Damage charges will be applied in accordance with section VIII.B.10.
- D. A group may, at the discretion of the rental coordinator, be required to employ off duty Salt Lake City police officers to help ensure the safety of attendees as well as to help prevent damage to district property. The number of officers will be determined by the rental coordinator in consultation with the executive director of auxiliary services. Employment of law enforcement officers does not release the renting group from liability for damages.

**V. Cancellations and/or No-shows**

- 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.
- B. The executive director of auxiliary services, acting through the rental coordinator, will reserve the right to cancel use of school facilities without liability to the board.
- C. A rental may be canceled if the facility is required for school use.
- D. A rental may also be canceled due to emergency conditions as determined by the director of auxiliary services at his/her sole discretion.
- E. Use of athletic grass fields will be canceled when:
  - 1. the grass and/or sod is in poor playing condition;
  - 2. damage is likely to occur if the use were allowed; or
  - 3. repair, fertilization, and maintenance work is necessary.
- F. The decision of the executive director of auxiliary services to cancel a rental for any of the above reasons will be final.
- G. If the user cancels the rental, s/he must give the rental coordinator at least 48 hours prior notice in order to avoid cancellation fees. If notice is not given, the rental coordinator may assess fees reflecting all costs incurred by the district.
- H. If a user fails to provide advance notice of a cancellation, or is a no-show, the district reserves the right to impose consequences including, but not limited to, imposition of a fine, loss of future rental privileges, and cancellation of pending reservations.

**VI. Supervision During Facility Use**

The overall responsibility for district facilities during non-school related periods will be as follows:

- A. When present, the school administrator, or his/her designee, will be responsible for the facility and for supervising all rental activities.
- B. The rental coordinator will be responsible for arranging for all other necessary district employees to monitor or supervise the district facilities during a rental.
- C. The group shall provide at least one or more responsible adults to provide direct supervision of all activity participants at all times.
- D. District personnel are not responsible for supervising the rental activity or participants.

**VII. Modifications/Alterations/Fixtures and Furnishings**

- A. Any alteration of district facilities, in any way, is prohibited. This prohibition includes marking of any district facility.
- B. 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 building administrator. All arrangements to use such equipment must be made in advance with the rental coordinator. The rental coordinator may also require the payment of an appropriate fee and/or deposit for the use of such equipment.
- C. The use of non-district power-operated equipment will require approval by the rental coordinator prior to the date of actual use. The user will be responsible for making the request to and obtaining any necessary approvals from the rental coordinator.
- D. Any abnormal lighting, sound, or staging requirements must be approved in advance by the rental coordinator. If insufficient notice is given to accommodate the request, it will be denied. An additional charge for such requirements will be billed to the using group.
- E. All auditorium equipment will be operated only by the district stage manager and, if needed, district stage hands.
- F. Flats or other scenery may not be nailed or screwed to the stage floor.

- G. 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 user.

#### **VIII. Facility Use Fees and Refunds**

- 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.
- B. The current facility use fees are listed on Rental Fee Schedule.
  - 1. Fees will be computed by the rental coordinator in accordance with the current Rental Fee Schedule, and itemized on the user's billing statement.
  - 2. Time increments will be rounded up to the nearest half hour.
  - 3. Fees charged for the use of a meeting space by a registered political party may not exceed the actual cost of:
    - a. custodial services for cleaning the district facility after the use by the political party; and
    - b. any service requested by the political party which is provided by the district.
  - 4. Special service costs will be charged if the user requests special support service such as furniture set up and/or relocation, special clean up, extensive trash and litter clean up, etc. Such services, and the associated cost, will be outlined on the Facility Use Agreement.
  - 5. Hourly charges for personnel providing support for rental activities will be set forth in the Rental Fee Schedule.
  - 6. Groups using district facilities shall neither negotiate with nor pay any employee directly for services rendered.
  - 7. Checks shall be made payable to the Salt Lake City School District.
    - a. Damage deposits must be paid by separate check.
  - 8. Requests for facility use that are received by the rental coordinator less than ten (10) business days prior to the expected use date will incur a non-refundable \$50 handling fee.
  - 9. Each request, initiated by the applicant, to change the schedule, site location, 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 date.
  - 10. A refundable damage deposit of no less than \$500 will be required for all users, except basic parking lot rentals.
  - 11. Charges for unexpected personnel costs and/or damages will be deducted from the user's deposit. Should these charges exceed the deposit, the user will be billed for the difference.
    - a. The district will be entitled to collect all attorney's fees, collection, or court costs necessary to recover any unpaid debts.
    - b. Failure to pay outstanding charges may result in the user being denied future access to district facilities and possible legal action.
  - 12. Refunds will be issued to the user equal to the fees assessed for any district-canceled portion of the rental.

#### **IX. Insurance**

- A. State law authorizes the district to allow non-profit organizations to use district facilities under Utah's civic center statutes. See, Utah Code Ann. §§53G-7-209, 210. If the district grants approval for such an organization to use district facilities pursuant to these administrative procedures, that approval constitutes a permit under the civic center statutes, and grants the district full legal immunity under the Governmental Immunity Act of Utah. See, Utah Code Ann. §63G-7-301. However, the district property and comprehensive general liability insurance does not provide coverage to non-profit organizations utilizing district facilities. Non-profit organizations are advised to obtain their own insurance to cover any potential liability.
  - 1. The organizer of an event may not rent a district facility under the civic center statutes unless the organizer resides within the geographic boundaries of the school district in which the district facility is located.
- B. The board requires for-profit organizations using district facilities to:
  - 1. purchase and provide a certificate of insurance in the amount of \$2,000,000 in general liabilities or more;
  - 2. list the district as additionally insured on the policy; and
  - 3. 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 thirty (30) days prior to such termination.
- C. The district will not assume any responsibility for lost, damaged or stolen personal or group property.

**X. Prohibited Activities**

- A. The use of any tobacco product, and the possession or consumption of alcoholic beverages or controlled substances is strictly prohibited in district facilities and on district property, including parking lots, tennis courts, stadiums, and athletic fields. The using group agrees to assume full responsibility for enforcing this rule. Persons found in violation of this rule will be asked to leave the premises and law enforcement may be called.
- B. No weapons of any kind are allowed at any time on district property except for those authorized by law to carry such weapons, e.g., an on-duty peace officer or a security guard.
- C. No sub-leasing of facilities shall be permitted.
- D. No unlawful activities of any kind will be permitted in a district facility.
- E. While the district allows groups, including religious groups, to conduct activities within district facilities, including religious services, no religious materials may be used during school activities, and such materials may not be displayed on district property while school activities are in progress. There can be no religious teaching in a district school during the time when school is in session. Religious groups will not identify themselves with the district, i.e., no announcement or advertisement of the religious activities will carry the name of a district facility unless it indicates the facility is merely rented from the district.
- F. Training and exhibition of animals 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 curriculum requires the presence of an animal.
- G. Facility walls or floors must not be defaced in any manner.
- H. Refreshments cannot be consumed in auditoriums, gymnasiums, classrooms, or corridors.
- I. Non-marring athletic footwear shall be worn in gymnasiums and on tennis courts.
- J. No person will be allowed to loiter in any aisles, hallways, stairways, passageways, or lobbies.

**XI. 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 district policies and procedures must be observed. Accordingly, the use of open flames, including candles on any stage, or in any auditorium or building, is strictly prohibited. The user agrees to assume full responsibility for compliance with these requirements.
- C. In accordance with general fire regulations, all aisles, hallways, stairways, passageways, and lobbies will be kept free from obstructions of any kind.
- D. 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.

**XII. Special Considerations – Athletic Fields and Tennis Courts**

- A. The district will make every possible effort to mow athletic fields on a regularly scheduled basis during the mowing season.
  - 1. The district will not mow athletic fields more frequently than is determined necessary by the grounds supervisor.
- B. Work or maintenance to any school ground or field by any user will only be permitted with the rental coordinator's approval.
- C. Any substance used to mark fields or grounds for athletic activities such as soccer, baseball, or football must be approved by the district, and applied by a district employee.
- D. Tennis courts are available for casual play without charge to the general public during non-school hours.
- E. Groups using district athletic fields for extended periods after normal school hours and on weekends may be required to provide their own portable sanitation facilities.

**XIII. Special Considerations – Playgrounds**

- A. Playgrounds will be open for casual play during non-school hours until 11:00 p.m.
- B. District and/or school programs, including the after school program, will have priority usage on playground equipment.

**XIV. Special Considerations – Parking lots**

- A. Parking lots may not be used for flea markets or car washes.
- B. High school parking lots may be used, at the discretion of the rental coordinator, for fundraising purposes by school related groups in conjunction with the need for public parking.

**XV. 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 any facility, or district student or employee.
- B. A commercial film production must obtain all necessary signed releases prior to using the image of any district student.

- C. A school may accept a donation from a production company, provided the school follows the administrative procedures for Board Policy C-6: Community Donations, Contributions, and Gifts.

**XVI. Appeals**

The decision to deny a use, or impose any charge/fee may be appealed to the executive director of auxiliary services.

No district employee or student shall be subjected to discrimination in employment or any district program or activity on the basis of age, color, disability, gender, gender identity, genetic information, national origin, pregnancy, race, religion, sexual orientation, or veteran status. The district is committed to providing equal access and equal opportunity in its programs, services and employment including its policies, complaint processes, program accessibility, district facility use, accommodations and other Equal Employment Opportunity matters. The district also provides equal access to district facilities for all youth groups listed in Title 36 of the United State Codes, including scouting groups. The following person has been designated to handle inquiries and complaints regarding unlawful discrimination, harassment, and retaliation: Tina Hatch, Compliance and Investigations, 440 East 100 South, Salt Lake City, Utah 84111, (801) 578-8388. You may also contact the Office for Civil Rights, Denver, CO, (303) 844-5695.