

STEM MIDDLE AND HIGH SCHOOL POLICY NO. 2012-2

COMMUNITY USE OF SCHOOL FACILITIES

Administrative Procedures and Regulations

A. Application for Use of School Facilities

1. Application Form (Agreement for Non-School Use of School Facilities). All applications for building/facility use will be submitted to and approved by the Facility Use Coordinator. If space is available on date requested, the Facility Use Coordinator will forward a copy of the request and approval to the building administrator.
2. Approval and Authorization. After approval, a copy of the completed Agreement for Non-School Use of School Facilities will be returned to the applicant by the Facility Use Coordinator and will serve as the applicant's identification to the building custodian or security officer at the time of use. The custodian or security officer may deny use of the building or facility unless a properly approved agreement is presented.
3. Time of Application. Application must be submitted to the Facility Use Coordinator a minimum of two weeks prior to the event. Rental groups that are organized on a school year basis need apply only once during each school year.
4. Cancellation. At least twenty-four hours' notice must be given by the user to the Facility Use Coordinator prior to cancellation. If this notice is not given, the School may assess fees reflecting all costs incurred by the School. The School reserves the right to cancel building use activities should the space be needed for school or school-related activities. This privilege will be used only when necessary as a result of unavoidable circumstances. The School will attempt to provide suitable, alternative space. When school is cancelled or released early for emergencies or weather conditions, scheduled community activities will not be held.
5. Denial of Request.
 - a. In the event of energy shortages, conservation programs or budget constraints, some or all buildings/facilities may not be available for other than school activities.
 - b. Buildings/facilities may be unavailable at certain times during weekends, holidays, summer vacations, or when they are scheduled for maintenance or custodial programs.
 - c. A group's failure to comply with the School's procedure for building use or the misuse or abuse of buildings, facilities, equipment or grounds may be cause for immediate and future denial and/or immediate ejection by School security or custodial staff.

d. Violation of federal, state or municipal laws or School policies or procedures may be grounds for a future denial of request, as well as the immediate revocation of use and surrender of the premises.

e. Individuals, groups or organizations that advance any doctrine or theory that is subversive to the Constitution or laws of the United States or the state of Colorado, or that advocate social or political change by use of violence, will be denied use of School facilities.

B. General Requirements

1. Any use of School buildings, facilities, or property shall not create a nuisance or hazard to other persons.

2. When any school building is occupied, a school custodian must be present.

3. School buildings, facilities and parking lots may not be used for car washes, flea markets, or private family use (e.g., wedding receptions, reunions, parties, recreation).

4. Organizations using School buildings/facilities shall neither negotiate with, nor pay any employee directly, for services rendered.

5. Persons using School buildings/facilities must confine themselves to the room(s) and corridor(s) assigned for their use during the approved time. Areas must be vacated completely at the agreed-upon ending time; otherwise overtime charges will be assessed at a minimum of one hour or actual time, whichever is greater.

6. Keys to school facility shall not be issued to any community user.

7. Groups using School buildings/facilities must not establish any type of concessions for the purpose of dispensing foods, candies, popcorn, soft drinks or sundries in school buildings or on school grounds unless approved by the Facility Use Coordinator in coordination with the ED. Generally kitchen facilities will be unavailable for use.

8. The use and possession of alcoholic beverages or illegal drugs by any person or group on School property is strictly prohibited.

9. Smoking and tobacco use in all School buildings and premises is prohibited at all times.

10. Neither gambling nor unlicensed games of chance (e.g., bingo, lotteries, raffles) shall be permitted in School buildings/facilities. Only generally accepted amusement games may be conducted at student-oriented or similar activities.

11. No supplies or equipment will be stored in school buildings or on school property.

12. Temporary signage is permissible only on contracted use days, beginning one hour prior to use, and must be removed no later than one hour after contracted use time.

13. Individuals and groups using School buildings/facilities shall not be allowed to have access to and shall not use any School internet facilities including wireless facilities or access lines.

14. STEM School has a partnership and contractual relationship with STEM Academy which is an essential part of the School's mission. Under this relationship, Upon approval of the Executive Director or the Facilities Use Coordinator, any provision within this policy which hinders or adversely affects the relationship of the School with the Academy may be suspended, provided that any such suspension is made in good faith and does not otherwise violate any law or regulation.

C. Costs and Fees for Use

1. No Rental Fee:

a. Colleges and universities may use buildings at no charge, if activities take place during regular School hours and the custodian is present when they conduct classes that have been requested by the School.

b. Law enforcement agencies located within Douglas County.

c. Governmental elections and political activities.

d. Users who are considered to be part of the regular school curriculum.

f. Users who are participants in school-sponsored student activities, such as athletic and music groups, student clubs and plays, student council, and social events.

g. School affiliated users, such as STEM Academy, Parent Teacher Organizations, school-related parent and community groups, or employee groups as approved by the Facility Use Coordinator.

h. Free category users may be charged a damage deposit and for any personnel overtime (minimum one hour) when applicable.

2. The following groups may use School buildings/facilities for direct cost:

a. Non-profit recreational and educational groups and organizations serving primarily Douglas County youth.

b. "Direct cost" is School incurred costs and includes utility costs, supplies, and custodial services. An extra custodian may be assigned and the cost passed on to the rental group if the

Facility Use Coordinator believes that it is appropriate. The hourly custodial fee shall be as set by the Facility Use Coordinator.

3. Non-profit Community Rate:

- a. Colleges and universities conducting courses available to Douglas County residents that have not been requested by the School;
- b. Recreational, educational, religious, charitable, athletic and governmental groups and organizations that hold legal not-for-profit tax status that do not primarily serve Douglas County youth.

4. Commercial Rate:

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

5. To the extent reasonably possible, the School's fee structure shall follow the structure established by Douglas County for use of its facilities under the District Facility Use policy.

D. Fee Regulations

Rental fees and damage deposits are payable in advance for dates specified on the application. All checks or money orders shall be made payable to the "STEM Middle and High School." Additional charges assumed by the user are due within five business days after receipt of invoice.

Rental charges, as per rate schedule, will be based on the length of time the facility is used, inclusive of that period preceding the opening or beginning of the activity that is used for rehearsals, decoration, or preparation, as well as that period following the closing of the activity necessary for the removal of property, dismissal of personnel, and return to normal school use.

Use of facilities will fall within normal custodial hours, or overtime charges will be assessed.

Charges for use of School equipment may be assessed.

E. Grounds and Parking Lots

Placement of buildings, structures, or equipment by outside organizations will not be allowed on School property.

Vehicles and horses shall be restricted to established roadways and parking lots.

Approved applications are required for use of all athletic fields.

Any expense incurred by the School for use of facilities in this category will be charged to the user.

No work or modifications shall be done by outside groups to any grounds or athletic fields without the written consent of the Executive Director.

F. Special Facilities

The Executive Director shall be consulted regarding all use of the kitchen facilities. The kitchen personnel rate will be charged.

G. Computer Labs Industrial Arts Areas Science Labs Life Management Studies Facilities

School Owned Equipment for Community Use

1. Furniture and equipment shall not be loaned or rented to any person or organization for use off of school premises.
2. Such equipment may be used in School buildings only, with the permission of the Facilities Use Coordinator and only by qualified personnel of the School.
3. No equipment or furniture shall be altered or moved by users unless approved by the Facility Use Coordinator in the facility use agreement. Specifically included in this category are basketball backboards, bleachers, and wrestling mats.
4. Materials and equipment from the School Library Media Center may be loaned to community agencies and organizations subject to established guidelines.
 - a. no costs will be incurred by the School for the use; and
 - b. the building custodian or monitor is on duty or the administrator (or his/her designee) of that building is present.

H. Use of School Buildings and Facilities by Religious Organizations

Community-based religious organizations may rent school property for church services, Sunday school or other functions of church service or religious instruction (i.e., seminars, revivals) under conditions and for periods of time as follows, and shall pay community rates.

Use of school facilities as a meeting place is permissible only after school hours, and shall be subject to all approval and regulatory conditions applicable to other organizations.

I. User Responsibility and School Indemnity

The signer of the Agreement for Non-School Use of School Facilities will be considered the legal agent of the organization using the building/facility and, as such, will be responsible for compliance with all conditions for building use. The applicant signing the Agreement and the organization represented will indemnify and hold harmless the School and any person whose property may be within that building, for loss or damage to such property caused by any persons attending said meeting, and for any damage or injury arising out of, or in any manner attributable to the holding of said meeting or the use of such building or facility by reason of holding said meeting.

The applicant shall be responsible for the conduct and control of all participants and spectators and shall see that all applicable federal, state, and municipal laws and regulations, and School policies and regulations are followed. All community user groups must identify an on-site adult responsible for supervising the event, and as contact for the School. Users must have a copy of the approved Use Agreement in their possession at the time of the event.

The applicant must agree to be financially responsible to the School for any and all damage that occurs to the buildings and property during the period of use. Excessive wear to the School's property caused by non-school users will be charged to the user. If, in the opinion of the Facility Use Coordinator, a proposed activity will cause excessive wear, or require extensive custodial time, the Facility Use Coordinator may also require security coverage, or deny the request.

Each user/applicant will be required to provide a certificate of comprehensive general liability insurance in the amount of no less than \$1,000,000 per occurrence. The certificate of insurance must have an endorsement naming STEM Middle and High School as an additional insured as its interests may appear. The School reserves the right to require different types of insurance dependent on user activities.

Approved by STEM School Board on _____.

STEM Middle and High School

By: _____

Print Name: _____

Board Secretary