

Community Use of School Facilities

Civic Center—

Public school buildings and grounds are civic centers and shall be used by District residents for supervised recreational activities and meetings, subject to the requirements and restrictions set forth below. Use of school property as a civic center may not interfere with a school function or purpose and is considered a “permit” for governmental immunity purposes.

[Utah Code § 53G-7-209 \(2018\)](#)

Civic Center Use Limited to District Residents—

School buildings and grounds are only available for civic center use to organizers who are residents of the District. Requests for civic center use must be accompanied by appropriate documentation of the requester’s residence within the District.

[Utah Code § 53G-7-209\(4\) \(2018\)](#)

Fees for Use of School Property for Civic Center Purposes—

The Board may set and charge a reasonable fee for the use of school property as a civic center to fully compensate the District for any and all expenses incurred in that use. The fee charged may take into account increased overhead expenses, including utilities, personnel, and other areas affected by use of the facilities.

[Utah Code § 53G-7-210\(2\)\(c\) \(2018\)](#)

Duties of School Principal—

The Principal, subject to approval of the Superintendent, shall allow the use of school facilities and shall also be responsible for collection of monies, notification of personnel involved (custodian, lunch manager, or technician), and the determination of free use of the building according to policy.

Rental of School Facilities—

The rental of school facilities for other than school use shall be according to the following guidelines:

1. Application for rental will be made with the principal of the school. Application requires the signatures of the applicant and principal. Rental rates will be determined according to the rental rate as approved by the Board of Education.

2. Payments will be collected by the Principal, recorded, and sent to the District Office with a copy of the original application.
3. Personnel charges will be added according to the rates listed on the rental schedule.
4. The Principal shall submit to the District an annual report of the use of buildings or grounds by June 15 of each year.
5. The Principal shall report questionable use or activity connected with rental of facilities.
6. The District shall submit an annual report to the Board of Education of the use of buildings and grounds.
7. A certificate of liability insurance is required with limits of not less than \$500,000. The District shall be named as an additional insured. (This provision (8) can only be waived in writing by the Superintendent and Business Administrator.) A Hold Harmless Agreement shall also be entered into.

Supervision—

The principal shall be responsible for adequate supervision of the school during rental hours. Any non-school group occupying school property shall provide adult supervision adequate to maintain order and prevent the destruction of school property. Facilities shall not be available at the time of use unless the supervisor or supervisors are present as agreed. At the time of rental, arrangements shall be made for adequate supervision. School supervision shall consist of a minimum of one custodian to care for the interest of the District and its property. In the absence of the principal, the custodian shall be in complete charge of the building and grounds.

Supervision and Use of Equipment, Building and Grounds—

Arrangements for adequate supervision shall be made in keeping with the use for which the rental is made to ensure proper conduct in and around the building and the proper care of the school and its equipment.

Inadvisable Uses—

The Board may refuse to permit the use of school property as a civic center if it determines the use interferes with a school function or purpose.

[Utah Code § 53G-7-209\(3\) \(2018\)](#)

Standards of Behavior—

The principal of the school shall accept application from only those groups who can assure adherence to the standards of behavior of the school. Tobacco, intoxicating

drinks, and boisterous conduct are expressly prohibited. The following will not be tolerated and are expressly prohibited by the Board:

1. Vandalism.
2. Use without consent, or abuse of school furniture or other school property.
3. Misappropriation or abuse of books, supplies, or athletic equipment belonging to the school or to its students. School athletic equipment may only be used with prior approval of the principal.

Political Signs on School Property—

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 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.

Approval for posting of a political sign may only be given by a building principal or higher level administrator, or the designee of such an administrator.

[Utah Code § 20A-17-103 \(2015\)](#)

Procedures—

Facilities Available for Use/Rent include:

Band, choral, and orchestra rooms, regular classrooms, auditoriums, little theaters, cafeterias, media centers, and elementary lunchrooms/multipurpose rooms.

Gymnasiums when adequate protection of the gym floor and participants is assured by the renter.

School fields when approved by the school administrator.

Kitchens when district kitchen staff is present and the renter pays the additional personnel charge.

Facilities not available for use/rent include: home economics, science, art, computer labs, and shops.

Rental Fees--

The District charges for the use of facilities as outlined in the Rental Fee Schedule.

Renters using buildings on weekends, school holidays, or during the summer may incur additional charges for energy consumption and personnel.

Users are charged according to the Rental Fee Schedule applicable to the users rental status:

District Sponsored Programs--

District schools are granted use of facilities for school related activities as long as the activity does not disrupt the functions of the host school and the visiting school reimburses any costs incurred by the host school.

School clubs, teams, or programs that are involved in fundraising, concessions, or similar activities are reviewed on a case by case basis and are not automatically considered a district sponsored program that receives free use of facilities.

Public Supported Institutions of Learning--

Public supported institutions of learning including colleges and universities rent classrooms in the District through the director over facilities or the district rental designee.

The rate is set by negotiated contract.

Programs offered at the district's request are considered district supported programs and no rental fees are charged.

Any costs incurred by the host school must be reimbursed by the district department sponsoring the program.

Interlocal Agreement Use--

Interlocal agreements negotiated by the Superintendent or the superintendent's designee supersede this procedure.

Any use by a city or county for programs or activities beyond those outlined in the applicable interlocal agreements are subject to non-profit rates.

Charitable and Non-Profit Use--

Charitable and non-profit rates apply to government recognized community organizations.

Principals may grant limited free use to public service organizations who perform strictly public services when custodial and other services are not required beyond the regularly scheduled duty and when no additional school funds are used to subsidize these meetings and requests are for occasional use only.

Other Use--

Current employees of the District may use a facility on a limited-use basis, with prior permission of the building administrator.

The building administrator determines whether or not the District will incur an expense from the event and where appropriate, makes a referral to the building rental designee.

Logan High School Class Reunions may be held at the high school at no charge to the graduating class organizers.

Rental Application Process--

The Renter:

- Completes the building rental agreement.
- Pays a 50% non-refundable deposit as part of the application process.
- The deposit is applied toward the rental charge.
- Provides a certificate of insurance for liability and property damage before the event.
- Ensures the certificate is for five hundred thousand dollars (\$500,000) per occurrence.
- May request an exception from the certificate for nonprofit entities with District Risk Management.
- Qualifies for an exemption from insurance if addressed under an interlocal agreement.
- Determines event opening and closing times.
- Acknowledges that closing time is the time when all persons associated with the rental have left the building and that the fee is increased if people linger in the building beyond the predetermined closing time.

- Must leave the building no later than 11:00 p.m. and all outdoor activities must end by 10:30 p.m.
- Requests additional staff as needed.
- Provides supervision to maintain order and prevent damage or loss of school property.
- Adheres to district standards of behavior prohibiting use of alcohol, tobacco, and other substances as outlined in Utah State Law and District Policy FHA.
- Acknowledges violation of any of these standards is grounds for termination of the rental agreement and the immediate removal of individuals associated with the rental.
- Forfeits all deposits and may be assessed additional charges for violation of standards
- Brings no outside properties into the building without prior approval from the principal or custodian.
- Attaches no signs, posters, properties, or other materials to facilities without prior approval.

The Building Rental Designee:

- Ensures the completion of the building rental agreement by the renter.
- Establishes the renter's fee status on the Rental Fee Schedule.
- Determines, in consultation with the renter, the number and type of personnel required for a particular activity.
- Collects the rental deposit two weeks before the beginning of a rental.
- Verifies the renter's insurance coverage.
- Computes the rental time which is calculated from the requested opening time to lock-up.
- Adjusts the fee for additional time required by persons associated with the rental.
- Refers appeals to the above determinations to the Business Administrator.

Use of District Equipment--

Equipment is not loaned or removed from buildings.

Equipment is not used by employees, patrons, or private groups for personal gain or profit.

Supervision by School Personnel--

The following guidelines govern building supervision by school personnel:

- General supervision of the facility is assigned to a custodian, teacher, administrator, or other qualified staff member who is responsible for facility oversight during the rental period.
- Buildings are opened and secured at the end of a rental by a qualified staff member.
- Keys are not loaned and access codes are not given out to renters.
- Buildings are not left without facility supervision while occupied by a renter.
- At least one custodian is on duty during a rental.
- Custodial services required for rentals cannot require the on duty custodian to be removed from regularly assigned responsibilities.
- Renters are charged additional fees if additional custodial services are required.
- General supervision/security, beyond the custodian on duty, is required if the principal determines the rental activity requires such.
- At least one stage technician is required for rental of the auditorium when using the sound system and/or special lighting.
- At least one member of the kitchen staff is required for rental of the kitchen.
- Wages for personnel providing supervision or other services in support of building rentals are paid in compliance with the applicable negotiated agreement.

Replaces: 721 Rental of School Facilities
Adopted:

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