

2240 FACILITIES USE POLICY

I. PURPOSE AND PHILOSOPHY

Weber School District encourages the community it serves to participate in educational and recreational activities. Therefore, Weber School District provides opportunities for its community to engage in these activities through the establishment of a facilities rental fee schedule and procedures.

II. POLICY

Weber School District implements this policy in order to provide rules governing the use of its facilities by community members. This policy is to be used in conjunction with the Application for Use of School Facilities & Users Agreement Form, [Long-term Facilities Use Agreement](#), and the [Municipal Facilities Use Agreement](#).

III. DEFINITIONS

- A. **Commercial User:** Any group or individual that sponsors a project or program and expects to make a profit by charging admission or fees, or from selling items, promoting sales, or advertising.
- B. **Non-profit user:** Any group that is not-for-profit such as local government, service, and civic clubs, churches or other tax-exempt organizations that perform strictly public services.
- C. **Municipal User:** Any city or county seeking to use district facilities for recreation activities or events
- D. **Long-term Facility User:** Any group of individuals, whether non-profit or commercial, using the facilities on a continued basis, whether it be seasonal or throughout the year.
- E. **Base Fee:** The rate per district facility or room charged to commercial and non-profit facilities, as set by the District Capital Improvement Committee, to be paid prior to use of the district facility.
- F. **Ancillary Fees:** Additional charges invoiced to the facility user after use of the facility for excessive overage of the scheduled use of the facility, extra custodial services, security services, services of other district personnel, or damage to the facility.

IV. FACILITY USE PRINCIPLES

- A. All District buildings and grounds are by law, civic centers and may be used by District residents for supervised recreational activities and meetings, provided it does not interfere with a school function or purpose and pursuant to the district's rental fees, attached to this policy. The school administrator will charge reasonable fees for organized recreational activity on or in any District property as outlined in this policy so that the District incurs no expense for civic center use. ~~Athletic fields/playfields are available to all residents of the community for unorganized recreational activity at all reasonable times except when school is in normal session or is otherwise being used for school activities, or while gates to the athletic fields are locked.~~

- B. The District reserves the right to deny the use of its facilities (including indoor and outdoor facilities and district fields) based on neutral time, place, and manner restrictions, as described in this policy.
- C. At the discretion of the Executive Director of Facilities and Operations and school administration, facility users may be required to provide security personnel for an event and provide proof of security 48 hours prior to the event.
- D. No use shall be made of District property which is in conflict with any city, county or state ordinance, statute or law, or which is in conflict with any of the rules and regulations of the Board of Education.
- E. All civic center use, commercial rentals, and school or District use which occurs after school hours shall be scheduled through the school administrator.
- F. Rental of school facilities will be under the jurisdiction of the Executive Director of Facilities and Operations. Any questions, cases or situations, which are not covered in this policy, shall be referred by the school administrator to the Executive Director.
- G. ~~District rental agreements~~ ~~The Users Agreement Form~~ shall not be assigned or sublet in whole or in part by the user.
- H. No facility ~~(with the exception of the Environmental Center)~~ shall be rented for overnight use.
- I. The District shall make all meeting facilities in buildings under its control available to registered political parties, without discrimination to be used for political party activities, subject to the terms and conditions outlined in Utah Code Ann. § 20A-8-404.
- J. Weber School District does not discriminate in granting use of its facilities on the basis of race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability.

V. USE OF FACILITIES

A. Facility User Type

- 1. Commercial User: Commercial rates apply to an organization or individual making a profit in connection with the use of the facility. These include, but are not limited to events for which admission is charged, items sold, or paid instruction for students.
- 2. Non-Profit User: Non-profit rates apply to community organizations such as service clubs, Girl Scouts, Boy Scouts, United Way, church groups, cities and counties, public colleges and universities.
 - i. When non-profit organizations use a classroom for meetings (except as long-term users), the use of the facility does not require extra custodial service. This fee waiver does not include gymnasiums, auditoriums, cafeterias, or kitchens.

- ii. Those wishing to rent facilities under this category must provide evidence of their non-profit status.
- 3. PTA/PTO User: At the discretion of the school administrator, PTA/PTOs may be granted use of facilities at the school where they are based for school-related activities free of charge so long as the activity does not disrupt the functions of the school and the PTA/PTO reimburses any costs incurred by the school. Proof of insurance for PTA/PTO use of school facilities is required. If the PTA/PTO seeks to use district facilities for non-school related activities, the non-profit rates will apply.
- 4. Municipal User:
 - i. Interlocal agreements negotiated by the superintendent or their designee supersede this policy.
 - ii. Any use by a city or county for programs or activities beyond those outlined in the applicable Interlocal Agreements are subject to the non-profit rates.
- B. The use of softball/baseball, soccer, and high school football fields and outdoor facilities will be in accordance with the Table of Fees below for the above outlined groups.
- C. Use of outside areas that are not fields used for softball/baseball, soccer, and high school football may be used by the community without a fee.

VI. PROCEDURES

A. Municipal User

- 1. Municipal use of district facilities pursuant to Interlocal Agreements will follow the provisions in the Interlocal Agreement.
- 2. When the use of facilities is by a municipality not subject to an Interlocal Agreement, the Municipal User will submit a Municipal Facilities Agreement to the Recreational Supervisor at each school.
- 3. Administrators will coordinate scheduling with the municipal users.
- 4. The Recreation Supervisor will provide access to the Municipal User and monitor and supervise the municipal use during the activity, including the provision of necessary custodial services, locking the facility at the conclusion of the municipal use, and ensuring facilities are in good working condition before and after use.
- 5. Fees for municipal use will be collected through invoicing by the school.

B. Long-Term Facility User

- 1. An individual or organization seeking use of district facilities as a Long-Term Facility User shall submit a Long-term Facilities Use Agreement to the Executive Director of Facilities and Operations or their designee.

2. Long-term Facility Users must show proof of insurance to the Executive Director of Facilities and Operations, regardless of whether the Long-term Facility User is commercial, non-profit or otherwise.
3. Upon approval for long-term use of the facility by the Executive Director of Facilities and Operations, the Long-Term Facility User will coordinate scheduling of the facilities with the school administrator.
4. Long-Term Facility User may be charged by the hourly rate for the space as either a commercial or non-profit entity, or, the District's Capital Improvement Committee and the Long-Term Facility User may negotiate a flat rate for the use of certain spaces to be identified in the Long-Term Facilities Use Agreement.
5. Long-Term Facility Users will not be given a key or card access to the facility. Access to the facility for Long-Term Users will be provided by a district employee designated by the school administrator. Employees of the district with a key or card access due to employment may not use the key card when using the facility pursuant to a rental agreement. If an employee does use a key card to access a facility for facility rental, the employee may face disciplinary action.
6. A school representative will file reports of any damage or exceptions to the Long-Term Facility Use Agreement as soon as they occur, and will invoice the Long-Term Facility User for such damage.

C. All Other Facility Users

1. All other Facilities Users must submit an Application for Short-Term Use of School Facilities & Use Agreement ("Application") to the school administrator.
2. The school administrator will review the application to ensure the requested use does not interfere with a school function or purpose, and is not restricted by any time, place, and manner restrictions identified in this policy.
3. The school administrator will notify the Facilities User of the base fee in accordance with the Table of Rental Charges approved by the Capital Improvements Committee.
4. The Facilities User must submit the Application with appropriate signatures and base fee 24 hours prior to the date of the use. Failure to submit the Application and base fee 24 hours prior to the date of the use will result in forfeiture of the use of the facility.
5. The district will invoice the Facility User for ancillary fees following the use of the facility, including:
 - i. Excessive overtime of scheduled use. All facilities use time shall be computed from the time of requested opening to closing of the doors. Persons lingering in the building shall be the responsibility of the user and closing time shall be the time when all persons associated with the use of the facilities have left the building. The fee will be adjusted for additional time and invoiced as an ancillary fee.

- ii. Additional district personnel. A school may invoice a Facility User for other ancillary fees for personnel services required and paid for by the district as a result of the use of the district's facility.
 - iii. Use of school equipment. Additional charges apply for access to or use of school equipment (spotlights, computers, DVDs and televisions, microphones, projectors, etc.) and supplies used by the user.
 - iv. Damages at the completion of the activity, a school representative will document any damage to school property caused by the Facility Users. Charges for damages will be invoiced to the Facility User as an ancillary fee.
6. Fees collected for facilities use will be deposited to a building rental account to be used by the school.

VII. TIME, PLACE, AND MANNER RESTRICTIONS

- A. Laboratory facilities such as computer labs, tech labs, wood/metal shops, foods labs, science labs, and art labs will not be rented.
- B. District facility use agreements shall not be assigned or sublet in whole or in part by the user.
- C. The District may refuse to allow rental of specific facilities in order to ensure the maintenance and preservation of the facility.
- D. District facilities will not be rented by a Facility User on state and federal holidays and Sundays.
- E. The District may refuse to allow rental of its fields based on environmental conditions where the activity may cause long-term damage to the field.
- F. No facility shall be rented for overnight use.
- G. Whenever the Board of Education deems it inadvisable to permit the use of school buildings or facilities for the purpose requested, it may refuse said use.

VIII. GENERAL RULES REGARDING FACILITY USE

- A. All civic center use, commercial rentals, and school or District use which occurs after school hours shall be scheduled through the school administrator, pursuant to the procedures outlined in this policy.
- B. Equipment, keys, and property shall not be loaned or removed from the building. Employees with keys may not access district facilities with their keys while outside the course and scope of their employment.
- C. At the discretion of the Executive Director of Facilities and Operations and school administration, facility users may be required to provide security personnel for an event and provide proof of security 48 hours prior to the event.
- D. Buildings may not be left without such supervision while occupied. In addition to the building supervision provided by the school, all rental groups must provide adult

supervision (21 years of age or older) to maintain order and prevent damage or loss of school property.

- E. The school administrator shall require commercial users renting a District facility to provide a Certificate of Insurance for liability and property damage before the event. The Certificate shall be for one million dollars (\$1,000,000) per occurrence.
- F. A proper Indemnity Agreement will be signed as detailed in Form A of the contract.
- G. Nonprofit entities (which include individuals and community groups) receiving approval to use school facilities as a civic center in accordance with this policy are not required to provide evidence of liability insurance indemnifying the District. Approved non-commercial use is a "Permit" under Utah Civic Center statutes at Utah Code Ann. § 53A-3-413 to 414 and grants the District full legal immunity under the Governmental Immunity Act of Utah pursuant to Utah Code Ann. § 63G-7-301.
- H. The user is subject to adherence to the standards of behavior of the school and Utah State Law.
- I. The right to revoke a permit at any time is reserved by the school authorities.
- J. Gymnasiums shall be rented only where adequate protection of the gym floor is assured by the user. Users shall pay for any damage caused to the gym, equipment, or floor.
- K. The Table of Rental Charges shall be established by the Board of Education of Weber School District (Board) and are subject to periodic review. Users will be charged according to the Table of Rental Charges applicable to the users' rental status.
- L. In addition to the above, the rules outlined in Form A of the Application for Use of School Facilities and User Agreement apply as follows:
 - 1. Facilities may be rented by individuals or organizations that comply with school district policies and state laws.
 - 2. All for-profit and long-term renters must provide proof of insurance with Weber School District listed as an additional insured.
 - 3. Activities must be lawful and in line with the educational mission of the school. Events promoting community engagement, education, and health are encouraged.
 - 4. In accordance with Utah state laws, the following activities are strictly prohibited on school grounds:
 - i. Substance Use: The use or possession of alcohol, illegal drugs, and tobacco products is not permitted.
 - ii. Weapons: The possession of firearms, explosives, or other dangerous weapons is prohibited, except as allowed by law.
 - iii. Disruptive Behavior: Activities that may disrupt the educational environment or endanger participants are not allowed.

- iv. Vandalism: Any act of vandalism, including graffiti or damage to property, will result in immediate termination of the rental agreement and possible legal action.
- v. Unauthorized Sales or Solicitation: No commercial sales or solicitation may occur without prior approval from school administration.
- 5. Renters are responsible for leaving the facilities in a clean and orderly condition. Any damage incurred during the rental period will be the financial responsibility of the renter.
- 6. Adequate supervision must be provided by the renting party, especially for events involving minors.
- 7. Renter understands and agrees it takes full responsibility to provide medical and emergency care to all those involved in the event, including participants and spectators and warrants to the District that all medical and emergency care will be appropriate and sufficient.
- 8. Security personnel may be required for certain events, as determined by school administration.
- 9. All renters must comply with local, state, and federal laws, including regulations related to health and safety.
- 10. Renters must adhere to fire codes and any restrictions outlined in the rental agreement.
- 11. Facilities will be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act (ADA).
- 12. The school administration reserves the right to amend these rules as needed.
- 13. Violation of these rules may result in immediate termination of the rental agreement and potential legal action.

IX. PERSONNEL

- A. The school administrator, in conjunction with the head custodian, is responsible for determining the number and type of personnel required for a particular activity in compliance with this policy.
 - 1. At least one custodian is required if one is not on duty. Custodial services required for rentals cannot require the on-duty custodian to be removed from regularly assigned responsibilities. If custodial services are required beyond those as scheduled to be performed by the custodial staff at that facility, costs must be charged to the user.
 - 2. Premises are made available with the understanding that “tipping” of custodial or other personnel is not permitted.
 - 3. General supervision/security, beyond the custodian on duty, is required if the school administrator determines the rental activity requires such. General

supervision/**security** of the facility may be assigned to a custodian, teacher, administrator, **SRO**, or other qualified staff member.

4. If the district pays for additional security personnel either through SROs or other police officers for which a city bills the district, or through private security services, the actual cost to the district will be charged to the user.
5. At least one stage technician is required for rental of the auditorium.
6. At least one member of the school lunch staff is required for rental of the kitchen.
7. Payment of wages for personnel providing supervision or other services in support of building rental shall be paid through the District payroll procedures in compliance with the applicable negotiated agreement.
8. Payment for services rendered to the organization using the facilities by persons who are not regular employees of the school district must be made directly to the individual with whom such arrangements were made.

X. OTHER APPLICABLE STATE LAWS, RULES AND REGULATIONS

- A. Smoking, including E-cigarettes, shall be prohibited in school buildings and facilities.
- B. There shall be no alcoholic beverages or illegal drugs of any kind brought to or consumed in the building or on the grounds.

XI. ENVIRONMENTAL CENTER USE

- A. The Environmental Center is available to all organizations for rent according to the Environmental Center Building Rental Charges.
- B. Weber School District programs will be given first priority in scheduling of the Environmental Center.

XII. COMMUNICATION TOWERS AT DISTRICT FACILITIES

- A. Proposals for private companies to install and rent space for communication towers (Vendors) are to be made with the Executive Director of Facilities and Operations and the applicable administrator over the location.
- B. Proposal from the Vendor will identify the site and possible impact.
- C. A formal lease agreement will be entered into, upon review by the District Legal Counsel, for all communication towers leases. A lease agreement for communication towers will be updated as needed.
- D. The Vendor shall obtain any city permits or meet any other local installation requirements that may be necessary. Vendor agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use, installation and maintenance of the communication facility on the property. Any set-up costs incurred by the district is to be paid by the Vendor.
- E. Any on-going costs (maintenance, utilities, etc.) are to be paid by the Vendor and are to be included in the lease/rental fee.

- F. Each year on the anniversary of the commencement date, the annual rental payment shall be increased by four percent (4%) over the previous year's rent.
- G. Any costs associated with dismantling the communications facilities will be paid by the vendor.
- H. Revenue Split
 - 1. After all district costs have been met, any proceeds from the lease/rental fees paid by the private vendor are to be split between the school and the district. The district will receive 50% and the school will receive 50% of the proceeds.
 - 2. Two thirds of the district portion will be put into a general account for distribution to all schools. One third of the district portion will be put into a maintenance and operation fund to help offset any costs incurred in maintaining the communication facility.

WEBER SCHOOL DISTRICT

Table of Rental Charges

A 20% non-refundable deposit is required when “Users Agreement” is approved by school administration

FACILITY	NON – COMMERCIAL	COMMERCIAL
Auditorium/Multi-Purpose Room		
High School	\$75.00/hr.	\$225.00/hr.
Junior High School	\$50.00/hr.	\$225.00/hr.
Elementary School	\$45.00/hr.	\$225.00/hr.
Sound Lights/Audio Visual	\$35.00/hr. (Tech Crew salaries plus any and all applicable retirement and taxes)	\$50.00/hr. Plus Tech Crew salaries and any and all applicable retirement and taxes
Gymnasium		
High School	\$80.00/hr. (Large) \$50.00/hr. (Small)	\$225.00/hr.
Junior High School	\$45.00/hr.	\$200.00/hr.
Elementary School	\$30.00/hr.	\$200.00/hr.
Dining Area/Commons		
High School	\$45.00/hr.	\$150.00/hr.
Junior High School	\$45.00/hr.	\$150.00/hr.
Elementary School	\$45.00/hr.	\$150.00/hr.
Kitchen	\$50.00/hr. plus salary for kitchen manager to include any and all applicable retirement and taxes	\$150.00/hr. + 5% plus salary for kitchen manager
Classroom/Conference Room	\$20.00/hr.	\$50.00/hr.
Dance, Choral, Band, Small Theatre		
High School	\$50.00/hr.	\$150.00/hr.
Junior High School	\$50.00/hr.	\$100.00/hr.
Additional Custodial Service	When work is required outside contract time, custodial service will be paid time and a half, plus any and all applicable retirement and taxes	When work is required outside contract time, custodial service will be paid time and a half
Security Personnel (if needed)	When security is needed as determined by administrator and/or Executive Director of Facilities and Operations, rate to be determined. If the district pays for additional security personnel either through SROs or other police officers for which a city bills the district, or through private security services, the actual cost to the district will be charged to the user.	When security is needed as determined by administrator and/or Executive Director of Facilities and Operations, rate to be determined. If the district pays for additional security personnel either through SROs or other police officers for which a city bills the district, or through private security services, the actual cost to the district will be charged to the user.

Environmental Center (Kitchen fee not included) Weber County Organizations Only	\$200.00 Per Day \$100.00 Per Night	Not available for commercial use
Media Center	\$50.00/hr.	\$100.00/hr.
Weight Room	\$50.00/hr.	\$100.00
Tennis Courts	\$50.00/hr.	\$100.00/hr.
Softball/Baseball Fields	\$75.00/hr.	\$200.00/hr.
Soccer Fields	\$50.00/hr	\$100.00/hr.
Stadium/Turf Available to all residents of community for unorganized recreational activity at all reasonable times except when school is in normal session or is otherwise being used for school activities.	\$250.00/hr + 5% of Gate	\$500.00/hr. + 5% of Gate

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Approved by the Board 06/11/2008