

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 Agreement.

III. GENERAL

- 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**. 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. 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.
- C. 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.
- D. The school administrator shall allow use as a civic center unless it is determined that the use interferes with a school function or purpose.
- 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. 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. Long-term rental (four or more uses of District facilities in a given school year) of District facilities will require a Long Term Facilities Use Agreement between the District and the facility user. Long-term rentals may be charged by the hourly rate for the space being rented, or the District and the Facility User may negotiate a flat rate for use of certain spaces to be identified in the Long Term Facilities Use Agreement. Short-term rental (less than four uses of District facilities in a given school year) will require a Short-Term Facilities Use Application.¶

IV. USE OF FACILITIES

- A. Groups desiring to rent a facility should be classified and assigned to one of the following categories:
 - 1. 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, advertising, etc.
 - i. 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. CHARITABLE/NON-PROFIT USER: Any group that is not-for-profit such as local government, service, and civic clubs, church or other tax-exempt organizations that perform strictly public services.
 - i. When a charitable/non-profit organization requests the occasional (less than four times a year) use of a classroom for meetings provided, the use of the facility does not require extra custodial service. This fee waiver does not include gymnasiums, auditoriums, cafeterias, or kitchens.
 - ii. Charitable and 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.
 - iii. Those wishing to rent facilities under this category must provide evidence of their non-profit status.
 - iv. PTA/PTOs and other District schools or departments shall be granted use of facilities for school-related activities free of charge so long as the activity does not disrupt the functions of the hosting school and the visiting entity or school reimburses any costs incurred by the hosting school
 - 3. MUNICIPAL USE THROUGH INTERLOCAL AGREEMENT ~~Interlocal Agreements negotiated by the superintendent or their designee supersede this policy.~~
 - 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.

V. PROCEDURES

- A. The school administrator shall charge for the use of facilities as outlined in the Table of Rental Charges.
- B. The school administrator shall receive a complete a copy of the appropriate rental application ~~Application For Use of School Facilities & Users Agreement~~ and obtain the signature of the lessee prior to the date of the rental.
- C. Collection for rental is the responsibility of the school administrator. All monies shall be paid to the school and accounted for in a building rental account to be used by the school.
- D. All rental 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 lessee and closing time shall be the time when all persons associated with the rental have left the building. The fee will be adjusted for additional time.
- E. At the completion of the activity, the school representative will document any damage to school property caused by the applicant groups. Charges for damages and any infractions of rules and exceptions to the agreement, such as running overtime, will be applied to the rental fee. Where long-term agreements are in effect, the school representative will file reports of any damage or exceptions to the agreement as soon as they occur.
- F. Equipment, keys, and property shall not be loaned or removed from the building.
- G. Laboratory facilities such as computer labs, tech labs, wood/metal shops, foods labs, science labs, and art labs shall not be rented.
- H. The assigned supervisor is responsible for oversight of the building and facilities during the rental period.
 - 1. Buildings may not be left without such supervision while occupied.
 - 2. 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.
- I. 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.
- J. A proper Indemnity Agreement will be signed as detailed in Form A of the contract.
- K. Nonprofit entities and non-commercial users (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.
- L. The lessee is subject to adherence to the standards of behavior of the school and Utah State Law.

1. The right to revoke a permit at any time is reserved by the school authorities.
 2. 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.
- M. Additional charges apply for access to or use of school equipment (spotlights, computers, DVDs and televisions, microphones, projectors, etc.) and supplies used by the lessee.
- N. Gymnasiums shall be rented only where adequate protection of the gym floor is assured by the lessee. Renters shall pay for any damage caused to the gym, equipment, or floor.

VI FEES

- A. 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.

VII 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 lessee.
 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 of the facility may be assigned to a custodian, teacher, administrator, or other qualified staff member.
 4. At least one stage technician is required for rental of the auditorium.
 5. At least one member of the school lunch staff is required for rental of the kitchen.
 6. For activities in which School Resource Officers (SROs) or other police officers are employed for which cities will eventually bill the District, the renter will be charged the actual wages as invoiced by the city.
 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.

VIII. 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.

IX. 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.
- C. Weber School District does not discriminate in granting use of the Environmental Center on the basis of race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability
- D. See Environmental Center Building Rental charges for rates.

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