

STEM SCHOOL HIGHLANDS RANCH POLICY

Community Use of Facilities

I. PURPOSE

The purpose of this policy is to define application procedure, requirements, fees, and user responsibility when community or non-school entities use STEM School Highlands Ranch (STEM) facilities.

Note:

- **Community and non-school entities are considered external groups that desire to use the STEM facilities.**
- **Clubs or organizations authorized by the STEM Enrichment Program are considered school entities.**

II. POLICY

Administrative Procedures and Regulations

A. Application for Use of School Facilities. An application must be submitted to the Facility Director 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. The Facilities Director will serve as the applicant's point of contact and will work with the requestor throughout the process.

1. Facility Use Agreement Form (Agreement for Non-School Use of School Facilities).
 - All building/facility use applications will be submitted to and approved by the Facilities Director. If space is available on the date requested, the Facilities Director will forward a copy of the request and approval to the Communications Director.
 - The Communications Director verifies the date and location availability and brings it to the School Administration Team for review and final approval or denial.
 - Approval or denial will be communicated back to the Facilities Director, who will then communicate it back to the requestor.
 - After approval, a copy of the completed Agreement for Non-School Use of School Facilities will be returned to the applicant by the Facilities Director.
 - The Communications Director will schedule the space and submit any necessary requests into the Support Ticketing System.
2. Cancellation. At least 72 hours notice must be given by the user to the Facility Director prior to cancellation. If this notice is not given, STEM may assess fees reflecting all costs incurred. STEM 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

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necessary due to unavoidable circumstances. Suitable, alternative space will be provided if possible. When school is canceled or released early for emergencies or weather conditions, scheduled community activities may not be held.

3. Denial of Request.
 - Due to school use and needs of certain facilities, the request may not be approved.
 - Buildings/facilities may be unavailable at certain times during weekends, holidays, summer vacations, or when they are scheduled for maintenance or custodial programs.
 - A group's failure to comply with articulated procedures 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.
 - Violation of federal, state or municipal laws or STEM 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.
 - 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 facilities. This is a content-based restriction applicable to all parties, regardless of viewpoint.

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 by a community or non-school entity, a staff member, authorized volunteer, or hired security must be present unless otherwise approved by facilities director.
3. Buildings, facilities and parking lots may not be used for flea markets or private family use (e.g., wedding receptions, reunions, parties, recreation).
4. Organizations using buildings/facilities shall neither negotiate with nor pay any employee directly for services rendered unless otherwise approved by Administration.
5. Persons using school buildings/facilities must confine themselves to the room(s) and corridor(s) assigned for 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. Additional time may be approved by an Administrator.
6. Keys to facilities shall not be issued to any community user, unless authorized by the Facilities Director.
7. Groups using 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 Director in coordination with the Communications Director. Kitchen facilities will be unavailable for use.

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8. The use and possession of alcoholic beverages or illegal drugs by any person or group on the property is strictly prohibited.
9. Smoking and tobacco use in all 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 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 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. No animals shall be permitted in School facilities without approval of the Facilities Director, unless it is a qualified service animal in accordance with the requirements of the ADA.

C. Costs and Fee Structure for Facility Use

1. No rental Fee:
 - a. STEM may charge for any organization it deems. Common organizations that would not pay fees are colleges, universities, law enforcement, elections, school sponsored activities/clubs, etc.
 - b. Free category users may be charged a damage deposit and for any Staff 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 an incurred cost and includes utility costs, supplies, and custodial services. A staff member may be assigned and the cost passed on to the rental group if the Facility Director believes that it is appropriate. The hourly custodial fee shall be as set by the Facility Director.
3. Non-profit Community Rate:
 - a. Colleges and universities conducting courses available to Douglas County residents that have not been requested by STEM;
 - 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.

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- b. Any organization or individual(s), including employees or groups, that uses 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.

D. Fee Regulations

1. Rental fees and damage deposits must be paid **PRIOR** to the event date specified on the application. All checks or money orders shall be made payable to the "STEM School Highlands Ranch." Additional charges assumed by the user are due within five business days after receipt of invoice.
2. Rental charges, as per rate schedule set by STEM, 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.
3. Use of facilities will fall within normal custodial hours, or overtime charges will be assessed.
4. Charges for use of school equipment may be assessed.

E. Grounds and Parking Lots

1. Placement of buildings, structures, or equipment by outside organizations will not be allowed on the property, unless approved by Facility Director approval.
2. Vehicles and horses shall be restricted to established roadways and parking lots.
3. Approved applications are required for use of all athletic fields.
4. Any expense incurred by STEM for use of facilities in this category will be charged to the user.
5. No work or modifications shall be done by outside groups to any grounds or athletic fields without the written consent of the Facility Director.

F. Special Facilities

1. Kitchen facilities are not available for use
2. The following facilities are not available for use as described in this procedure unless they are under the direct supervision of a staff member or STEM representative and use is authorized by a Director.
 - a. Secondary Gym
 - b. Computer Labs
 - c. Engineering Labs
 - d. Arts or Music Areas
 - e. Science Labs

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G. STEM 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 buildings only, with the permission of the Facility Director and only by qualified staff.
3. No equipment or furniture shall be altered or moved by users unless approved by the Facility Director in the facility use agreement. Specifically included in this category are basketball backboards and bleachers.

H. Use of Buildings and Facilities by Religious Organizations

1. 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.
2. 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

1. 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 STEM 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.
2. 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 policies and regulations are followed. All community user groups must identify an on-site adult responsible for supervising the event, and as contact for STEM. Users must have a copy of the approved Use Agreement in their possession at the time of the event.
3. The applicant must agree to be financially responsible to STEM for any and all damage that occurs to the buildings and property during the period of use. Excessive wear to property caused by non-school users will be charged to the user. If, in the opinion of the Facility Director, a proposed activity will cause excessive wear, or require extensive custodial time, they may also require security coverage, or deny the request.
4. 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 as an additional

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insured as its interests may appear. STEM reserves the right to require different types of insurance dependent on user activities.

Approved by the STEM School Board on _____.
(dd/mm/yyyy)

STEM School Highlands Ranch

By: _____
(Signature, Board secretary)

(Printed name, Board secretary)

Adopted: 2012

Revised: February 2024