

PUBLIC INFORMATION PROGRAM COMMUNITY USE OF SCHOOL FACILITIES

GC

1. CIVIC CENTER

Public school buildings and grounds are civic centers and may be used by Tintic School 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 any school function or purpose and is considered a “permit” for governmental immunity purposes.

Utah Code § 53G-7-209 (2018)

2. 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)

3. 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 expense, including utilities, personnel, and other areas affected by use of the facilities.

Utah Code § 53G-7-210(2)(c) (2018)

4. SPECIAL FUNCTIONS OFFICER

The Board may appoint a District security officer or student resource officer as a special functions officer. The special functions officer shall have charge of the grounds and shall take reasonable measures to protect school property when used for civic center purposes.

Utah Code § 53G-7-210(2)(d) (2018)

Utah Code § 53-13-105(1)(b)(v) (2022)

5. 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.

6. RENTAL OF SCHOOL FACILITIES

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

A. Application for rental will be made at Tintic School District Office for all district rentals.

Application requires the signatures of all parties.

B. Rental rates will be determined according to the rental rate as approved by the Board of Education.

C. Tintic School District Finance Office will collect all payments.

D. Cancellations will be reported to the building administrator where the rental is occurring.

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Utah School Boards Association Policy Services

- E. Any damage or vandalism will result in the loss of the full or partial deposit.
- F. The building administration and staff shall submit to the District a report of any damage or refusal of service.
- G. The building administration and staff shall report questionable use or activity connected with rental of facilities.
- H. A certificate of liability insurance is required with limits of not less than \$500,000. The Board shall be named as an additional insured. The provision requiring liability insurance may only be waived in writing following a vote by the Board of Education. The Board authorizes the Board Chair, Vice-Chair and Superintendent jointly to grant a waiver of the certificate of insurance liability for appropriate non-school renters when the timing of the request makes a meeting of the full Board impracticable. A Hold Harmless & indemnity agreement shall also be entered into by the party renting the District facility and the Board.
- I. Once the rental agreement is finalized, the renting party will schedule the facility with the building administration based on availability.
- J. All Tintic School District activities will take priority. In the event a rental must be cancelled because of a District activity, a full refund will be issued.
- K. All parties agree to behavior that is appropriate based on Tintic School District student conduct policy. Any violation may result in prohibited use and/or forfeiture of deposit.

7. 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.

8. 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.

9. 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)

10. 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, electronic cigarette products, intoxicating drinks,

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

- A. Vandalism;
- B. Use without consent, or abuse of school furniture or other school property;
- C. Appropriation, 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.
- D. Any use of District property that subjects the District to embarrassment, public scorn, or ridicule;
- E. Any behavior that is inconsistent with the morals and decency standards accepted in the community; and
- F. Any other behavior that the District in its sole and absolute discretion deems to be inconsistent with the proper use of its facilities.

Any damage or vandalism resulting from the rental will result in forfeit of the deposit as well as additional charges as needed. The renting party may also be denied any future use of district facilities.

11. USE OF PRACTICE FIELDS AND OTHER SCHOOL GROUND FACILITIES

The use of school ground facilities will be allowed at no cost provided fields are not abused or used during extremely wet conditions or other times when the field would be damaged.

Community groups such as Little League Football will be allowed to use specified areas of the school grounds as approved by the Principal.

Due to excessive use of the regular playing fields within the regular school program, the necessity of keeping certain playing fields in top condition for school league play and makes the regular use of these fields by non-school groups impractical.

High school stadiums are available to community organizations; however, the stadiums shall not be used at any time, which would interfere with a school function or purpose.

Any other equipment rental requests shall be made to the Principal; such requests shall be granted upon the approval of the Principal.

12. POLITICAL SIGNS ON SCHOOL PROPERTY

A “political sign” is any sign or documentation that advocates the election or defeat of a candidate for a public office or the approval or defeat of a ballot proposition. Schools and the school 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)

Facility	Schedule 1 Rate Per Hour	Schedule 2 Rate Per Hour
Classroom	\$50.00	\$15.00
Dining Area/Multi-Purpose	\$100.00	\$25.00
Auditorium	\$100.00	\$40.00
Library/Media	\$70.00	\$20.00
Gymnasium	\$200.00	\$75.00
School Field Areas	\$200.00	N/A

13. SCHEDULES 1 & 2 ARE RESERVED FOR ONE DAY TO THREE DAY EVENTS

- A. Schedule 1: Sponsored by for profit organizations, groups intending to realize a profit at the conclusion of the event or activity. \$200.00 deposit required before the event or activity. A full refund will be returned minus custodial costs incurred.
- B. Schedule 2: Non-profit community sponsored meetings, activities, and events, for public improvement, no intentions to realize a profit. \$100.00 deposit required before the event or activity. A full refund will be returned minus custodial costs incurred.

14. SCHEDULES 3 & 4 ARE RESERVED FOR MULTIPLE PRACTICES, REHEARSALS, ACTIVITIES

- A. Schedule 3: Sponsored by community for profit organizations, groups, teams, and activities that realize a profit but also directly benefit and offer opportunity to Tintic School District students. These groups are seeking to use Tintic School District facilities for multiple days, practice, rehearsals, etc. This time frame is not to exceed 4 months. Use is dependent upon availability of facilities.
 - 1. Initial deposit of \$400.00 per group or team. Upon completion of the contract \$100.00 will be returned minus real custodial costs incurred
- B. Schedule 4: Sponsored by community non-profit organizations, groups, teams, and activities that do not realize a profit and directly benefit and offer opportunity to Tintic School District students. These groups are seeking to use Tintic School District facilities for multiple days, practice, rehearsals, etc. This time frame is not to exceed 4 months. Use is dependent upon availability of facilities directed by the building principal.
 - 1. Initial deposit of \$200.00 per group or team. Upon completion of the contract \$100.00 will be returned minus real custodial costs incurred.

TINTIC SCHOOL DISTRICT
FACILITIES USER REQUEST FORM AND PERMIT

This user request form is required for use of a Tintic School District Facility. This is not a confirmation of your request. Once received by Tintic School District we will reply as soon as possible. If your request is approved for use as a Civic Center below, it will constitute a permit for use of this property pursuant to UCA. §53A-3-413 and 414. The Tintic School District is thereby not liable for any claims, injuries, or lawsuit arising from use of school property under UCA §63G-7-301(5).

Contact Name: _____

Organization: _____

Address: _____

Phone _____ Email _____

Type of Activity: _____

Purpose for rental: _____

Date(s) Requested _____

Start Time(s) _____ End Time(s) _____

Preferred Location, 1st Choice _____ 2nd Choice _____

How Many People Expected? _____

Sound and Lights _____ Microphone/Stand _____ Other _____

Will you be charging an admission fee? _____ How much? _____

Will be earning income/selling items? _____ What products? _____

Print Name: _____ Signature: _____

By signing the agreement, I agree to the following:

1. I will only use the facility for the stated purpose requested.
2. Facility may not be utilized for personal use.
3. Any damage to facility or costs incurred will be deducted from the deposit.
4. I will pay the rental in full prior to using.
5. I agree to provide proof of liability insurance of no less than \$500,000. The Board shall be named as an additional insured.
6. Damage or excessive cleanup as a result of use will be billed to the organization/individual renting the facilities.

I agree to hold Tintic School District harmless in the event of injury or accident to any party affiliated with the rental activity and or facility.

If the renter does not have insurance, the renter assumes all liability and must have board approval before use of facility.

Further charges may be incurred for lighting, sound, etc.

Rental Category

Schedule 1 ____ Schedule 2 ____ Schedule 3 ____ Schedule 4 ____

No Charge____(charity event, voting precinct, civic activity, alumni)

Deposit_____ Total rental charge_____

For Profit Organization? _____If yes, a certificate of insurance must be provided.

Non Profit? _____If yes, a 501(c)(3) form and/or Internal Revenue Services (IRS) Determination Certification Document must be provided.

All payments are due 5 days prior to the event.

INDEMNIFICATION: User warrants to the district that it will provide all the supervision necessary for the safe use of facilities. User understands and agrees it takes full responsibility to provide medical and emergency care to all those involved in the event, including, participating and spectators. User warrants to the district that all medical and emergency care will be appropriate and sufficient. User agrees to indemnify, hold harmless and defend the district, and all its boards, officials, officers, employees, agents, and volunteers from any and all lawsuits, claims, damages, liabilities, costs, and expenses, including attorney fees arising out of, or in any way, connected with this Use of District Facilities Agreement, except such that result from the sole negligence of indemnities. User agrees to adhere to all federal, state, and district rules and regulations.

INSURANCE: User warrants that it maintains all legally required insurance. For the purposes of this agreement, user shall also have Comprehensive General Liability Insurance covering this event in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and have the district named as an additional insured. **Five working days prior to the event, the user will give the district a Certificate of Insurance which will include the above stated amount and showing that Tintic School District has been added as an insured.**

User received a copy of the Community Use of School Facilities Guidelines _____(initials)

This user agreement is entered into this ____day of _____, 20____. User agrees on behalf of him/herself and their group that they will use the facilities, equipment and/or furnishings as described above. User has received and agrees to follow the Community Use of School Facilities Guidelines. Your request has been approved for use of school property at (location) _____at Time & Date: _____

Below for Office Use Only

PERMIT

Your request has been Approved _____Declined _____

You are hereby granted this PERMIT to use Tintic School District property as described above. Use at your own risk. The school is immune from liability for your use pursuant to UCA §§53A-3-413 and 414 and §63G-7-301(5). You are advised to obtain insurance for your own liability.

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Renter signature

Date

Building Administrator

Date

District Superintendent

Date

Board President
(*required only if approved with no insurance*)

Date

USE OF BUILDINGS AND GROUNDS

Purpose

Utah State Code 53A-3-413 designates school buildings as “civic centers,” established and maintained as a limited public forum to district residents for supervised recreational activities and meetings. This policy establishes guidelines delineating allowable uses of school property, when such use does not conflict with the program of regular school activities.

Definition

Non-profit: any person or organization that does not sponsor or manage an activity for profit.

School Employee: any person whose salary is paid through district payroll and is entrusted with keys to enter the facility where they are assigned.

Guidelines

1. To secure the use of buildings and grounds, all groups or individuals must make application, in advance, through the building administrator of the school involved.
2. Use of buildings and grounds requires adult supervision (21 or older) by a school employee, unless a qualified renter of the building has agreed to accept supervisory duties and the responsibility for the upkeep and security of the building.
3. Application for the use of facilities implies the acceptance of the rules and regulations of the Board of Education governing their use. The building administrator has the responsibility to see that these rules and regulations are adhered to by the community groups using these facilities.
4. School property may be used by school employees for purposes outside the school curriculum or school responsibilities of the school employee only with the express permission of the school administrator, and may not be used for the profit of the individual or any party. If use of the property is for a for-profit activity, school employees are subject to following the same procedures as other patrons.
5. Students or student groups must obtain permission from the building administrator to use any buildings and grounds. These groups must have an approved chaperone with them.
6. When a building is rented for activities, other than school functions, additional fees may be charged. The payment of school district employees necessary to supervise buildings and equipment shall be the responsibility of the renter, paid to the school.
7. Non-school events will not be scheduled until assurances and financial guarantees have been made to minimize damage or loss potential.
8. Any group or individual who fails to comply with standards for appropriate care and concern for district property may be denied future use or required to provide property damage insurance or a deposit to cover cleaning and repairs.

Criteria for High School Gymnasium and Auditorium Use

1. Generally, high school gymnasiums and auditoriums should be used first for high school

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events, second for other school events, and third for community uses. When possible, the high school should schedule in advance so other groups will have a reasonable opportunity to schedule.

2. High school gymnasiums and auditoriums should be used primarily for large events where their unique features can be used to an advantage. Events that do not need a large audience capacity, or which have a high potential for wear and tear on the main floor, would be better scheduled in other venues. Community recreation activities would fit this criteria and usually should be encouraged to use auxiliary gyms.
3. Small group activities should not generally be scheduled in the main event portion of the gymnasiums.

Insurance

The Tintic School District requires a certificate of insurance from the organization (using group) requesting the use of District facilities showing that the organization has obtained \$500,000 of public liability and property damage insurance. This policy must name the Board as an additional insured and must cover any and all use of school property by or under the sponsorship or control of the user organization. Responsibility for obtaining such insurance coverage rests solely with the organization requesting the use of the District facilities. Responsibility for reporting to the principal of the facility involved any losses or damages rests solely with the organization using the District facilities.

Exception to Insurance

The Tintic School District use policy works well in most circumstances. However, when it comes to non-profit civic center type of activities as determined by the building administrator, it is unreasonable to require the user to obtain a \$500,000 liability and property damage insurance policy. Therefore, when building (facility) use is requested for these types of activities, the following guidelines will apply:

1. The user will be required to complete a Tintic School District Use of School Facilities Application Form and must comply with all provisions contained in this form, except that the user will not be required to provide proof of liability and property damage insurance coverage.
2. The user will not hold or receive funds on state and district resourced property.

Waiver of User Fees

Exceptions for charged fees may be extended to non-profit activities based on the program being offered. Each waiver must be requested of the board and can only be approved by specific action by the Board of Education.

Accounting

1. Building rental money will be receipted or remitted to the Tintic School District Office.
2. Rental reports, plus money received from the building rental, will be submitted to the district office prior to the rental date.