

**ATTACHMENT A**  
**Joint Use Agreement**

**Joint Use Agreement Executive Summary**

This joint use agreement is between the Boulder Valley School District (District) and the City of Boulder (City). The District agrees to allow the local government to open for community use designated school district recreation facilities, such as gymnasiums, playgrounds, blacktop areas, and playing fields during time, such as evening, weekends, holidays, and school breaks when the District is not using the facilities.

In turn, the City allows for third parties, authorized by the City such as youth organizations or youth sports leagues, to operate recreation programs using school facilities. The City will also open designated City facilities for District use.

The attached agreement will designate the specific recreation facilities to be opened for use and address access, security, supervision, maintenance, custodial services, and repairs or restitution. In addition, the Agreement contains a procedure for resolving disputes, a mechanism for scheduling use of the facilities, and an allocation of costs, risks, and insurance.

The agreement requires that third-party users comply with the District's existing policies and procedures and with City of Boulder Park and Facility Rules.

**AGREEMENT BETWEEN BOULDER VALLEY SCHOOL DISTRICT AND THE CITY  
OF BOULDER FOR USE OF  
RECREATION FIELDS AND FACILITIES**

**This intergovernmental agreement (Agreement) is made and entered into this 1st day of January, 2016 by and between Boulder Valley School District (District) and the City of Boulder (City) (collectively "the Parties")**

**RECITALS**

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the C.R.S. § 29-1-203 et. seq.:

WHEREAS, C.R.S. §29-1203 authorizes/encourages school districts and cities to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and

WHEREAS, the District is the owner of real property in the City, including facilities and active use areas that are capable of being used by the City for community recreational purposes; and

WHEREAS, the City is the owner of real property in the City, including facilities and active use areas that are capable of being used by the District for school recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

NOW, THEREFORE, the District and the City agree to cooperate with each other as follows:

**1. Term**

This Agreement will begin on January 1, 2016 and will continue for a period of 5 (five) years, and then shall be automatically renewed for subsequent three-year term unless sooner terminated as provided in Section 19.

**2. Effective Date**

This agreement shall be effective upon signature of designated officials and upon inspection of affected property as described in Section 3 by District and City officials.

**3. Cooperative Agreement**

As provided herein, the District and the City agree to cooperate in coordinating programs and activities conducted on all their respective facilities listed on Attachment A-A ("District Property") and Attachment A-B ("City Property") The District and the City shall have the right to add or exclude properties during the term of this Agreement, provide that any such change shall be in writing and approved by both the District and the City. Reference to District Property or City Property in this Agreement shall include the facilities and the property upon which the facilities are

located. As used in this Agreement, "Owner" shall mean the party to this Agreement that owns a particular property and /or facility covered by this Agreement, and "User" shall mean the other party using the Owner's property and /or facility under the terms of this Agreement. BVSD shall mean Boulder Valley school District and COB shall mean the City of Boulder.

#### **4. Permitted Uses**

##### **a. District Property**

###### **i. District Use**

"District Use" shall be defined for this Agreement as the dates and times that schools in the School District are normally in session. (School is typically in session from the second week in August through May.) District Use also includes such times as District Property is being used for District or school-sponsored activities, including activities prescheduled by individual schools, at their own school site or at other sites covered by this Agreement, that take place after school hours, on weekends, and on school holidays and vacations.

###### **ii. City Use**

When not in use by the District and subject to the schedule developed by the District and the City, the City, and third parties authorized by the City will be entitled to use, without charge, District Property, listed in Attachment A-A, for community recreational and educational purposes for the benefit of District students, the District, and the City at large. The City's obligations under this Agreement shall apply to third parties using the District Property. The City shall be responsible for ensuring that third parties comply with all obligations under this Agreement when using District Property. The City shall observe/ensure BVSD Board Policy KR/KR-F (Attachment A-E District rules, regulations, and policies) while coordinating community recreational activities on the District Property. In planning programs and scheduling activities on District Property, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected.

###### **iii. Third-Party Use**

The City and the District agree that in providing access to District Property for use other than by the District or the City, the following priorities for use shall be established:

Category 1: Activities for youth

Category 2: Activities for adults

##### **b. City Property**

###### **i. City Use**

The City shall be entitled to priority use of City Property for the regular conduct of parks, recreation, and community service activities and/or programs.

###### **ii. District Use**

When not in use by the City and subject to the schedule developed by the City and the District, the City will permit the District's own use, without charge- as outlined in Attachment A-C, of the City Property, listed in Attachment A-B for District educational and recreational activities and/or programs, provided such use by the District is in accordance with all City rules, regulations, and policies.

## **5. Compliance with Law**

All use of District and City Property shall be in accordance with state and local law, C. R. S. §29-1-203. In the case of a conflict between the terms of this Agreement and the requirements of state law, state law shall govern. Any actions taken by the District or the City that are required by state law, but are inconsistent with the terms of the Agreement, shall not be construed to be a breach or default of this Agreement.

## **6. Communication**

### **a. Designation of Employees**

The District and the City shall respectively designate an employee with whom the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement.

### **b. Joint Use Interagency Team**

The District and the City shall establish a Joint Use Interagency Team (JUIT), composed of staff representatives of the District and the City, to develop the schedule for use of District and City Property, to recommend rules and regulations for the District and City to adopt, to implement this Agreement, to monitor and evaluate the joint use project and Agreement, and to confer to discuss interim problems during the term of the Agreement.

**i.** The JUIT shall hold conference calls or meetings bi-annually to review the performance of the joint use project and to confer to discuss interim problems during the term of the Agreement. If the JUIT is unable to reach a solution on a particular matter, it will be referred to BVSD Assistant Superintendent of Operations, and COB Parks & Recreation Director, or their designees, for resolution.

**ii.** The JUIT shall review the Agreement once each year to evaluate the joint use project, determine changes to the schedule, and to propose amendments to this Agreement.

**iii.** The hours and time of facility use shall be reviewed and adjusted as needed every six 6 months at the JUIT meeting.

## **7. Scheduling Use of City Property**

### **a. Master Schedule**

The District and the City shall develop a schedule for joint use of District and City Property to allocate property use by the District, City, and third parties. The City will give the District priority scheduling for the facilities outlined in Attachment A-A. The District will give the City priority scheduling for facilities outlined in Attachment A-B.

The JUIT shall discuss the schedule, reviews and evaluate the status and condition of jointly used properties and modify or confirm the upcoming season's schedule at the regular bi-annual meetings or at such other times as mutually agreed upon by the District and City.

**b. Scheduling of City Property**

The City shall have the responsibility of scheduling the use of City Property when the City and the District are not using the Property.

**c. Scheduling of District Property**

The City shall be responsible for scheduling third party use of District Property using the priorities established in section 4 (a) (iii) and shall be entitled to revenues generated through said third party use pursuant to Section 9 (a) below. The use of District facilities shall be in accordance with the most recent regular procedures of the District for granting permits for the use of school facilities, as set forth in the District's policy KG-R, attached hereto as Attachment A-D and incorporated herein by reference, as it may be amended from time to time, or as otherwise provided by the Agreement.

**8. Documentation and Allocation of Operational Costs**

**a. Tracking Use of Facilities**

The District and the City shall each track use of their respective Properties under this Agreement.

**b. Documentation of Costs**

The District and the City shall maintain records of costs associated with the Agreement.

**c. Payment of Overtime**

Each party shall bear the cost of any overtime incurred by their employees in carrying out this Agreement. Each party shall provide to the other party an accounting on an annual basis of all overtime costs incurred as a result of overtime duties carried out by their respective employees.

**d.** The District and the City will firm-up schedules and facility use at the JUIT meeting for the coming 6 months. Adjustments to costs will be determined and applied towards exchange of benefits.

**9. Fees and Charge**

**a. Fees**

According to the agreed upon use schedule, the City may charge reasonable and nondiscriminatory user fees to third-party users. The City and District will established a fee schedule determined by and communicated by both parties at the JUIT meeting. The City fee schedule shall not exceed user fees established by the district.

**b. Documentation of Fees**

The District and City shall maintain records of costs associated with the Agreement.

**c. Annual Review of Benefits**

The District and City’s JUIT shall annually review the exchange of benefits based upon hours of use, costs, fees, and charges, or capital investments; including the review of available Service Expansion Fee (SEF) dollars. It is anticipated that the Parties will work in good faith to reduce exchange of cash compensation over time as new District Properties referenced herein become available for the general public’s use. Scheduled exchange of compensation shall be set forth in Attachment A-C.

No money shall be exchanged as compensation for any single year’s imbalance past 2019. The JUIT shall determine an alternate plan for more than one year, but less than three years of imbalances.

**10. Improvements**

**a.** The District shall obtain prior written consent of the City to make any alterations, additions, repairs or improvements to City Property; the City shall obtain prior written consent of the District to make any alterations, additions, repairs or improvements to District Property.

**b.** Any such alterations, additions, repairs or improvements will be at the expense of the requesting party, unless otherwise agreed.

**c.** Each party may, for good cause, require the demolition or removal of any temporary/permanent alterations, additions, repairs or improvements made by the other party at the expense for the Party that made such alteration, addition, repairs or improvement.

**d.** The Owner retains title and possession of all land and facilities covered by the Agreement. Capital improvements become the property of the Owner regardless of which party made and/or paid for the improvements.

**11. Interagency Training**

The District and the City shall operate a joint training and orientation program for key personnel implementing this agreement. Monitors for both parties and supervisors at the District and the City would go over the keys, opening buildings, emergency procedures, etc. This shall be an agenda item at the interagency bi-annual meeting. The District and the City shall be responsible for ensuring their employees attend the training.

**12. Supervision, Security, and Inspections**

**a. Supervision and Enforcement**

The City shall train and provide an adequate number of competent personnel to supervise all activities on District Property. The City shall observe/ensure BVSD Board Policy KR/KR-F (Attachment A-E) is followed while coordinating activities or programs on District property.

The City shall provide a City employee on site for all indoor programs on the District property. Outside programs shall be under the management of the City but may not have an on-site supervisor.

For pool access, the City will provide a City employee to open and close the Recreation Centers if used before or after hours for District Use. City will also supply an appropriate number of lifeguards based on City Policy.

For Scott Carpenter Park access, the City shall provide a City employee to open and close the facility when used by the District.

Neither party shall bill for monitors or supervision of their facilities.

**b. Security**

The District shall provide a City employee only with access to District Property. The District will provide keys, security cards, and training as needed to the City's identified employee(s) responsible for opening and locking District property while supervising activities or programs. District keys and security training will not be allowed to 3rd party users.

**c. Inspections and Notification**

The User shall inspect the Owner's Property after use to ensure these sites are returned in the condition they were received. The User shall ensure the Owner is notified within 48 hours in the event that the owner's Property suffers damage during User's use.

**13. Supplies & Equipment**

The User shall furnish and supply all expendable materials and recreational equipment necessary to carry out its programs while using the Owner's Property. An inventory of existing equipment will be noted by the JUIT and reviewed and updated on an annual basis.

**14. Maintenance, Custodial Services, and Toilet Facilities**

**a. Maintenance**

The User agrees to exercise due care in the use of the Owner's Property. The User shall during the time of its use, keep the Owner's Property in neat order.

The District retains responsibility for maintenance of District property unless otherwise stated in Attachment A-A. The City retains responsibility for maintenance of City Property.

The Owner will be responsible for normal maintenance of all Properties at basic level of service subject to normal wear and tear. The Owner shall notify the User of any known change in condition of these Properties.

**i.** The Parties agree that their respective properties under this Agreement will be maintained as clean, safe and in general good repair throughout the Term or any extension thereof. Unless otherwise stated in this Agreement, each Party shall be solely responsible for the repair, maintenance and reasonable safe operation of

their properties, including and not limited to existing or improved infrastructure on those properties such as sprinkler heads, irrigation lines, turf, fencing, backstops, goal posts, water fountains, lighting, waste receptacles, restrooms, net and flooring.

ii. Maintenance by the City on any District property covered by this Agreement shall be performed during weekday daytime hours as agreed upon by the parties.

iii. Each of the parties is responsible for continued operation of utilities servicing their respective properties under this agreement regardless of use or maintenance herein.

**b. Custodial**

The Owner shall make its trash receptacles available during the User's use of Owner's Property. The User shall encourage community users to dispose of trash in the trash receptacles during its use.

**e. Toilet Facilities**

The City may place temporary, portable, restroom facilities at the District's outdoor Properties at the discretion of the District. It shall be the responsibility of the City to maintain these facilities.

**15. Parking**

Motor vehicle and bicycle parking shall be permitted in adjacent owner parking lots by community users during City use or District use of a site on a first come, first served basis.

**16. Restitution and Repair**

Unless otherwise mutually agreed, the User shall be wholly responsible to fund the repair or replacement of any and all damage or vandalism to the Owner's Property occurring during the User's use of that Property.

**a. Reimbursement Procedure**

The Owner shall send an invoice to the User's designated employee within thirty (30) days of completion of repairs or replacement of damaged Property. The invoice shall itemize all work hours, equipment, and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor's itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. The User shall reimburse the Owner within ninety (90) days from receipt of such invoice.

**b. Disagreements**

The User shall retain the right to disagree with any and all items of damage to buildings or equipment as identified by the Owner, provided this disagreement is made with 10 days after a first notifications.

i. The User shall notify the Owner of any disagreements in writing by letter, or email to the Owner's designated employee. The User shall clearly identify the reasons for refusing responsibility for the damages. Failure to file the

disagreement with the prescribed time period shall be considered as an acceptance of responsibility by the User.

**ii.** After proper notification, members of the JUIT, or other designated employees of the City and District, shall make an on-site investigation and attempt a settlement of the disagreement.

**iii.** In the event an agreement cannot be reached, the matter shall be referred to the City Parks and Recreation Director and BVSD Assistant Superintendent of Operations, or their designees, for resolution.

**iv.** The Owner shall have the right to make immediate emergency repairs or replacements of Property without voiding the User's right to disagree.

### **17. Liability and Indemnification**

It is the intention of the parties to make each site available to the public for recreational purposes without rental or admission charge, and to limit the parties' liability toward persons entering thereon for such purposes, in the event that either or both of the parties would otherwise be liable, pursuant to C. R. S. § 33-41-101. Nothing contained in this Agreement shall constitute any waiver by the City or the District of the provisions of the Colorado Governmental Immunity Act or any other immunity or defense provided by statute or common law.

**a.** To the extent permitted by law, the City shall defend, indemnify, and hold the District, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents, or employees.

**b.** To the extent permitted by law, the District shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees.

### **18. Insurance**

The District and the City agree to provide the following insurance in connection with this Agreement.

**a.** Commercial General Liability for bodily injury and property damage, including Personal Injury and Blanket contractual, with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**b.** Workers' Compensation coverage, as required by Colorado law.

**c.** Documentation of Insurance. The District and the City shall provide to each other a certificate of insurance each year this Agreement is in effect showing proof of the above

coverage. In the event the District or the City is self-insured for the property and general liability coverage, the entity hereby certifies that it shall maintain coverage adequate to meet its liabilities and up to the limits set forth in the Colorado Governmental Immunity Act.

## **19. Termination**

This Agreement may be terminated at any time by either party with 90 days written notice.

## **20. General Provisions**

**a.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter and nothing in this Agreement shall affect any other agreement between the City and the District now in effect. This Agreement shall replace, void, and supersede any - and all existing or former joint use or lease agreements for the use of District sites which are the subject of this Agreement shall come under the governance for this Agreement.

**b.** Neither party shall extend the faith or credit of the other to any third person or entity.

**c.** This Agreement shall be binding upon the parties and their successors in interest.

**d.** Any notice required by this Agreement shall be in writing, made by hand-delivery or certified mail, return receipt requested, and addressed to the following:

Assistant Superintendent of Operations

Boulder Valley School District  
P. O. Box 9011  
Boulder, Colorado 80301

Parks and Recreation Director

City of Boulder Parks and Recreation Director  
3198 Broadway-IRIS Center  
Boulder, CO 80304-2644

**e.** Notice given by hand-delivery shall be effective immediately and notice by airmail shall be effective three (3) days after it is deposited in the United States mail depository correctly addressed with sufficient postage for delivery.

**f.** The rights and obligations of the parties under this Agreement shall be interpreted and construed in accordance with Colorado law.

**g.** The parties represent that the individuals signing this Agreement on their behalf possess full power and authority from their respective governing boards in compliance with Colorado law.

**h.** Waiver of any right under this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Agreement.

i. No provision of this Agreement shall be assigned by either party without prior written consent of the non-assigning party.

j. Each party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out and purposes of this Agreement.

k. Each provision of this Agreement shall be severable. If any provision is held invalid, contrary to, or in conflict with any law or regulation by a tribunal with competent jurisdiction, the remainder of this Agreement shall remain in effect.

**21. Amendments**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**22. Any Additional Provisions Required by Colorado State or Local Law.**

**23. Fund Availability**

Financial obligations of the District or the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**24. No Third Party Rights**

This Agreement is for the benefit of the District and the City and creates no rights in third parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

THE CITY OF BOULDER, COLORADO

\_\_\_\_\_  
City Manager  
1777 Broadway  
Boulder, CO 80302

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
City and County Clerk

BOULDER VALLEY SCHOOL DISTRICT

\_\_\_\_\_  
Sam Fuqua  
President, Board of Education

\_\_\_\_\_  
Legal Counsel for Boulder Valley School District

ATTEST:

\_\_\_\_\_  
Board Secretary, Boulder Valley School District

**ATTACHMENT A-A  
District Facilities**

**City Use:**

Facilities not listed in this agreement will be rented by BVSD.

**Centennial Middle School - Track and Artificial Rectangular Field**

- Anticipated build/use – August 2016
  - School year (August – May)
  - Monday - Friday, 6:00 – 8:00 p.m. (90 days)
  - Saturday & Sunday, 10:00 a.m. – 4:00 p.m. (50 days)

**Centennial Middle School - Gymnasium**

- Anticipated build/use – August 2018
  - August – May usage/access (60 days)
  - Tue/Wed, 6:30 – 11:00 p.m.

**Centennial Middle School - Tennis Courts**

- Year-round
  - Open access
  - Scheduled/Programmed/Maintained by COB
  - BHS Tennis scheduling has priority

**Manhattan Middle School - Track and Artificial Rectangular Field**

- Anticipated build/use – August 2016
  - School year (August – May)
  - Monday - Friday, 6:00 – 8:00 p.m. (90 days)
  - Saturday & Sunday, 8:00 a.m. – 8:00 p.m. (50 days)

**Manhattan Middle School - Gymnasium**

- Anticipated build/use – August 2018
  - August – May usage/access (120 days)
  - Mon-Thurs, 6:30 – 11:00 p.m.

**Eisenhower Elementary School - Arapahoe Ridge Park Diamond Fields and Tennis Courts**

- March – November usage/access
  - Monday – Friday, 4:00 – 8:00 p.m.
  - Scheduled/Programmed/Maintained by COB

**District Bussing Services – Summer Camp**

- June to August
  - 1 staffed 70-passenger school buss
  - 1 day/week for 12 weeks
  - 10:00 a.m. – 4:00 p.m.

**ATTACHMENT A-B**  
**District Use of City Facilities**

Facilities not listed in this agreement will be rented by COB.

**BVSD USE:**

**South Boulder Recreation Center Lap Pool**

- Practice (24 weeks)
  - 60 hours/week between the hours of 3:45-5:45 p.m. (6 lanes)
  - 15 hours/week between the hours of 7:00-9:00 a.m. (4 lanes)
- Meets (up to 4 meets)
  - 12 hours (6 lanes)

**North Boulder Recreation Center Lap Pool**

- Practice (24 weeks)
  - 34 hours/week between the hours of 3:45-5:45 p.m. (5 Lanes)
- Meets (up to 4 meets)
  - 12 hours (8 lanes)

**Scott Carpenter Field**

- Spring (March-June)
  - 32 hours/week for practice and games
- Summer (June-August)
  - 10 hours/week in 2016
  - 15 hours/week in 2017
  - 24 hours /week 2018 and beyond
- Fall (August-November)
  - 24 hours/week

## ATTACHEMENT A-C

### Payment Schedule for Anticipated Joint and Reciprocal Use\*

Year	City Usage	BVSD Usage	Difference	Payment to City
2016	\$27,980	\$83,236	(\$55,256)	\$50,000
2017	\$52,460	\$88,356	(\$35,896)	\$35,000
2018	67,460	\$97,536	(\$30,076)	\$30,000
2019	\$82,460	\$97,536	(\$15,076)	\$0
2020	\$82,460	\$97,536	(\$15,076)	\$0

(\* ) **Subject to amendment based on availability of District Property**-New builds are projected to be complete by 8/18. In the case of delayed construction the City and the District shall re-negotiate this payment scheduled for 2019 and beyond.

**ATTACHMENT D**  
Explanation of Benefits

**ATTACHMENT E**  
BVSD Board Policy KR-R  
BVSD Board Policy KR

**ATTACHMENT F**  
Site Maps and Ownership

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ATTACHMENT D							
Explanation of Benefits							
Name of School	Facility used	Days used	Hours of Use	Hourly cost	Total Cost	Year/Date-Open	
<b>COB use of BVSD Property</b>							
Centennial Middle School	Track/Field	Aug-May (M-F)= 90 days	6-8 PM 2 hours X 90 days=180 hours	\$51.00	180X51 = \$9,180	Fall 2016	
	Track/Field	Aug-May(Sat/Sun)= 50 days	10 am-4pmX 50 days= 300 hours	\$51.00	300X51 = \$15,300	Fall 2016	
	New Gym	Aug-May 2 days a week =60 days	6:30 pm-11pm X 60 days= 279 hours	\$37.00	270X37 = \$10,000	Fall 2018	
<b>Total:</b>					<b>\$34,480</b>		
Manhattan Middle School	Track/Field	Aug-May (M-F)= 90 days	6-8 PM 2 hours X 90 days=180 hrs	\$51.00	180X51 = \$9,180	Fall 2016	
	Track/Field	Aug-May(Sat/Sun)= 50 days	10 am-4pmX 50 days= 300 hours	\$51.00	300X51 = \$15,300	Fall 2016	
	New Gym	Aug-May(M-T)=120 days	6:30-11pmX120 days=540 hours	\$37	540X37 = \$19,980	Fall 2018	
<b>Total:</b>					<b>\$44,460</b>		
Busses	1 Staffed 70 person	1 day/week for 12 weeks	10:00 am-4:00 pm		\$3,500	Summer 2016	
<b>Grand Total:</b>					<b>\$82,440</b>		
<b>BVSD use of COB Property</b>							
Scott Carpenter	Practice	Aug-April 3hrs day/5days week- 32 weeks	After school/weekends	\$51	\$24,480		
	Games	6.5 hrs- 32 games (Aug-April)	Afer School/weekends	\$51	\$10,608		
	Summer 2016	June-Aug* 10 hrs/week- 20 weeks/200hrs	Tue-Sun	\$51	\$10,200		
	Summer 2017	June-Aug* 15 hrs/week- 20 weeks/300hrs	Tue-Sun	\$51	\$15,300		
	Summer 2018 on beyond	June-Aug* 24 hrs/week- 20 weeks/480hrs	Tue-Sun	\$51	\$24,480		
					<b>2016</b>	<b>2017</b>	<b>2018 &amp; beyond</b>
<b>Totals:</b>					<b>\$45,288</b>	<b>\$50,388</b>	<b>\$59,568</b>
Pools	NBRC	24 wks/34hrswk/5 lanes	Between 3:45-5:45pm	\$14	\$11,424		
	SBRC	24 wks/60hrswk/6 lanes	Between 3:45-5:45pm	\$14	\$20,160		
		24 wks/15hrswk/3 lanes	Between 7-9am	\$14	\$5,040		
	Meets NBRC	4 meets/12 hrs each meet	M-Sat	\$14	\$672		
	Meets SBRC	4 meets/12 hrs each meet	M-Sat	\$14	\$672		
<b>Totals:</b>					<b>\$37,968</b>		
					<b>2016</b>	<b>2017</b>	<b>2018 &amp; beyond</b>
<b>Grand Total:</b>					<b>\$83,256</b>	<b>\$88,356</b>	<b>\$97,536</b>

**ATTACHMENT E**  
**BVSD Board Policy KR-R & KR**



**Boulder Valley School**  
**District File: KF-R**  
**Adopted: July 1, 1997**  
**Revised: June 26, 2001; May 18, 2005, September 28, 2005, August 14, 2012; January 15, 2014**

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## **Community Use of School Facilities**

### INTRODUCTION

It is the policy of the Board of Education to make school facilities available to the community when not in use for school programs or activities. These administrative regulations and procedures for providing community use are intended to promote safe, lawful, and fair use and enjoyment of District facilities consistent with the need to establish priorities that recognize the educational purpose of the facilities and the need to be financially responsible for the expenses associated with such use.

These regulations and procedures shall govern the use of school facilities for purposes not directly related to the School District's implementation of its educational programs and shall apply to all buildings and grounds owned and/or operated by the District.

### RESPONSIBILITY

The Community School Program is responsible for the administration of this policy and regulation as it relates to the specific building and for implementation of the Board policy to encourage community use of school facilities.

The Community School Program will facilitate the administration of this policy and regulation in collaboration with building administration, and will provide technical assistance when appropriate, including the responsibility to negotiate facility use permits with community users.

### SCHEDULING

All schools are required to maintain a daily current master schedule of activities on the Event Management System (EMS). After all school activities have been scheduled, space will be available outside the regular school day to the community with attention to broad and equitable use of facilities. The regular school day is generally one-half hour before classes commence in the morning to one hour after all classes have ended in the afternoon. The Community School Program will have the responsibility and authority for facility scheduling, subject to final approval by the building administration. Alternate locations will be offered when feasible if a particular building cannot accommodate all

requests. All use is subject to the availability of Boulder Valley School District custodial and/or building monitoring staff. The Community School Program will inform each school about all facility use permits issued.

### FIELD USE

Fields may be made available to rent for limited and approved community use. This use is subject to cancellation or adjustment, due to weather, field conditions, maintenance, or other circumstances deemed necessary and in the best interests of the District.

### APPLICATION FOR USE

The Community School Program will be responsible for the facility use permit process. A facility use request form must be signed and submitted, along with a certificate of liability insurance, to start the permit process. If a request for use is approved, the activity will be added to BVSD's scheduling software and a Facility Use Permit will be completed and distributed as follows: (One copy each)

### School contact Renter Community School Program/Facility Use CANCELLATION, REVOCATION, AND MODIFICATION

The Community School Program will notify the appropriate building staff person if the scheduled facility use is canceled or adjusted. Building use can be denied or a Facility Use Permit may be revoked for: repeated or material violation of the regulations or Permit, repeated short notification of cancellations, failure to pay rental fees, inappropriate behavior, and other good cause as determined by the Community School Program. The Community School Program will notify all involved parties of the cancellation or change of the permit.

The Community School Program reserves the right to cancel building Facility Use Permits should the space be needed for school, ~~or~~ school-related activities, or district activities. This action will be used only when necessary due to unavoidable circumstances, and attempts will be made to offer alternative space.

Notwithstanding the above, the School District may cancel or revoke a permit at any time when, in the judgment of the building administration or the Community School Program, it is in the best interests of the School District to do so. When this occurs, appropriate financial adjustments will be made.

### CANCELLATION/CHANGE FEES

When a user requests to cancel or modify a signed permit, the following fees will be assessed:

1. rental fees of less than \$25.00 - no refund;
2. rental fees of less than \$100.00 - \$25.00 cancellation/change fee;

3. rental fees of \$100.00 or more - cancellation/change fee of 25 percent of fee charged.

#### AUTHORIZED USE OF SCHOOL-OWNED EQUIPMENT

Areas are rented as furnished. School equipment is usually not loaned or leased to community groups. If a request for use of school equipment is approved by the building administration, additional fees will be charged. Examples of equipment for which extra fees may be charged are:

Stage scenery and flats

Projectors and stage lighting equipment, sound systems Music stands and pianos

Gym equipment: e.g., score boards, mats

Stage lighting equipment and projectors must be operated by school (or school-approved) personnel. School operators shall be paid by the School District, and reimbursed by the user, at a rate or at a flat fee established by the District.

#### GENERAL REGULATIONS

1. Permit. A written permit shall be required for use of a school building or grounds by any group that is not a part of the District. Such permits may be granted for a single use, or a limited, recurring use, not to exceed one year.
2. Supervision. Permits shall be issued upon satisfactory assurance that the use of the school facility will be under the direct supervision of an adult who is responsible and competent to supervise the proposed program or activity. The supervision provided by each renting group must be adequate to ensure that the members of the group remain in the assigned portion of the facility. If necessary, in the judgment of the Community School Program, a monitor may be hired to supervise the group with the cost incurred by the user. If required by school officials, guards or uniformed police must also be provided at the expense of the user.
3. Processing. Should it be difficult to define or process a request for the use of school facilities within the scope of this regulation, the Community School Program Director will evaluate the situation and will consult the appropriate central administrator if necessary before issuing or refusing to issue a Facility Use Permit.
4. Interpretations. All permits will be reviewed and signed by the Community School Program Director or designee for the purpose of determining uniformity with interpretation and application of fees and policy.
5. No Assignment. No permit shall be transferred or assigned to any person or group.

6. Safety. All applicable fire and safety laws/regulations governing use of school facilities must be observed at all times, including without limitation:
  - a. Auditorium exit lights must be used.
  - b. Open flame (including candles) is prohibited.
  - c. Room capacity is not to be exceeded.
  - d. Use of tobacco products is prohibited in all areas of the building and grounds.
  - e. Temporary electrical or mechanical modifications are prohibited.
  - f. Flammable holiday or other decorations are prohibited.
  - g. Stairways, corridors, and entrances/exits must be kept free of obstruction at all times.
  - h. No equipment, scenery, or decorations of any type shall be used within the building or on the premises except as specifically provided in the permit. Such equipment, scenery, or decorations shall be of a slow burning nature and shall conform to all local and state regulations governing such equipment and shall not be attached to the walls, floors, or ceilings (except to anchors presently provided).
  - i. No possession or use of weapons or participation in any other dangerous activities except as specifically provided in the permit, covered by a Certificate of Insurance and with proper waivers approved by the District.
7. Alcohol and Drugs. Use or possession of alcohol and controlled substances is prohibited in buildings and on grounds. Controlled substances are drugs specifically identified and regulated under Federal law and include, but are not limited to, opiates, narcotics, cocaine, amphetamine, and other stimulants, depressants, hallucinogenic substances, and marijuana. Failure to comply will be dealt with by local law enforcement agencies and may result in revocation of the Facility Use Permit.
8. Illegal Activities. All disruptive or illegal activity in buildings and on grounds is prohibited and may result in revocation of the Facility Use Permit.
9. Gambling. Unlicensed gambling is prohibited on any school property.
10. Indemnification. The holder of a permit shall be responsible to the Board of Education of the Boulder Valley School District for any and all damages and losses whatsoever to the building and/or the contents, and shall indemnify and hold harmless the Board and its employees from any claim resulting from or arising out of the use of the school facilities named in the permit or any part of the facilities covered in the permit.
11. Personal Property. The Board of Education shall not be held responsible for any damage or loss that may occur to non-school property brought on the premises.

Such property (as well as rubbish) must be removed from the facility immediately after the use or before such time as the materials will interfere with school activities.

12. Insurance. School District insurance coverage does not extend to community or other groups using school facilities. The District may require a certificate of insurance from the user, naming the District as an additional insured, covering injury to persons or damage to property. Entities which can establish coverage under the Colorado Governmental Immunity Act must provide certification of proof of insurance at least to the limitations provided in the Act. All other entities must provide a certificate of insurance in the amount of at least \$500,000.
13. Locations. All permits will be issued for specific rooms or fields. It shall be the responsibility of the permit holder to restrict the activities of the group to that specific area except for necessary hallways and restrooms. Noncompliance could result in revocation of the permit. The approved party is responsible for not allowing unauthorized individuals into the approved area or activity.
14. Times. Facility use times will be specified in the permit. All groups are expected to vacate the premises by the time specified in the permit. An additional hour rental may be charged for early arrival or late exit. All Facility Use Permits will terminate by 9:00 p.m. Exceptions to this requirement may be approved by the building administration.
15. Days. Facilities may be rented Mondays through Fridays as space is available and as such rental does not interrupt or disturb regular school activities. Saturday and Sunday use of school facilities may be permitted and will be subject to staff availability where applicable.
16. Equipment Storage. Users may make arrangements with the building principal to temporarily store regularly used equipment, if space is available, and may be charged on a monthly basis. The School District assumes no liability for damage or theft of such equipment.
17. Promotional Materials. The posting or distribution of advertising and promotional materials of building users are subject to Board policy.

#### GUIDELINES FOR DENIAL OF USE

The School District reserves the right to deny a permit for any reason. Approval will be denied if, in the judgment of the Community School Program:

1. No appropriate District employees are available to be on the premises during the intended use.
2. Insufficient time is available between the request and the intended use.

3. The proposed activities would:
  - Jeopardize the equipment and/or facilities of the building.
  - Conflict with school activities.
  - Be incompatible with the school neighborhood.
  - Violate any District policy or local, state, or federal law.
4. The user's past history of rental has been negative.
5. The program and/or activities are not age appropriate for students who would ordinarily attend that school.
6. It is in the best interest of the School District to deny the use.

### GUIDELINES FOR APPEAL

The applicant may file a written appeal to the appropriate central administrator if a Facility Use Permit has been denied, cancelled, or revoked by the Community School Program. Further appeal, if necessary, may be made to the Superintendent and then to the Board of Education.

### GUIDELINES FOR RELIGIOUS USE

Facilities may be used for religious activities under the following conditions:

1. Church services and religious activities must be conducted at times when school is not in session.
2. Religious objects and symbols must be removed after each use.

### NONDISCRIMINATION

All users shall comply with federal, state, and local laws and regulations applicable to their activities, including those related to discrimination.

### USE CATEGORIES

#### Category 1:

No use fee will be charged at any time to the following:

1. Users who are considered to be a part of the regular school curriculum or curriculum- related groups.
2. Users who are participants in school-sponsored student activities, such as athletic and music groups, curriculum-related student clubs, plays, student council activities, or social events.
3. School-affiliated users such as parent-teacher organizations, school-related parent and community groups, or recognized employee associations of the Boulder Valley School District.
4. Governmental entities using facilities as a polling place.
5. Precinct caucuses.

6. Forums for candidates for the Board of Education, where such forums are open to the public without charge, and all candidates are invited to participate.

Category 1 users may be charged for any personnel overtime when applicable. Category 1 status shall not be extended to any group other than these stated. All Category 1 activities must be recorded on the Event Management System.

Category 2:

A nominal hourly fee for facility use during the week will be charged to youth community groups that do not charge a fee, or charge only a nominal fee, for participation. The hourly fee will cover only small meetings in classrooms. Non- classroom use will be charged the Category 3 youth rate fees. For purposes of this regulation, youth are to be defined as students attending grade 12 or below.

Category 3:

A fee will be charged to youth community groups using facilities not otherwise covered by Categories 1 and 2. When multiple small groups (qualified for the Category 2 status) convene for functions, these will be charged at the Category 3 youth rate fees.

A nonrefundable permit fee will be assessed for each Facility Use Permit. In addition to use fees, fees for custodial, monitor, and cafeteria personnel will apply if such are required.

Category 4:

A fee will be charged to adult community groups using facilities not otherwise covered by Category 1.

A nonrefundable permit fee will be assessed for each Facility Use Permit. In addition to use fees, fees for custodial, monitor, and cafeteria personnel overtime will apply if such are required.

Category 5:

Other for profit users (youth and adult) may fall under commercial rates when applicable as determined by the Community Schools program.

A nonrefundable permit fee will be assessed for each Facility Use Permit. In addition to use fees, fees for custodial, monitor, and cafeteria personnel overtime will apply if such are required.

FEES

1. Custodial/Monitor

Any organization or individual, regardless of classification, will be required to pay the cost of custodial/monitoring services if its use of the facility would result in direct costs to the School District.

## 2. Kitchen

A school cafeteria manager or other designated cafeteria employee(s) must be present for general supervision of the kitchen, and all persons working in the kitchen (preparing food and/or handling kitchen equipment) must meet state and county requirements for school food handlers. The user shall pay the District in accordance with the fee schedule for all cafeteria personnel.

## 3. Payment of Fees

All users will be expected to pay permit fees in advance unless prior arrangements have been made with the Community School Program. Failure to pay as per agreement may result in denial of access to the facility and denial of future requests.

Checks should be made out to Boulder Valley School District/Facility Use and submitted to the Community School Program/Facility Use Department. The Community School Program is responsible for depositing all fees and forwarding the appropriate information to the respective departments.

## 4. Fee Revision

Fees are listed in Exhibit E-1 and are designed to reflect the guidelines of this regulation. These fees are subject to review and revision by the Superintendent.

**End of File: KF-R**



**Boulder Valley School**

**District File: KF**

**Adopted:**

**Revised: September 26, 1991; June 26, 2001; January 14, 2014**

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## **COMMUNITY USE OF SCHOOL FACILITIES**

The Boulder Valley School District is an integral part of each community it serves. School buildings are centrally located in most neighborhoods and are a logical focal point for community activities. The Boulder Valley School District desires to nurture community involvement in the schools and encourage the use of the schools as community centers.

The fee structure for community use ensures that the School District will spend its money directly on the education of youth while at the same time promoting community use of the buildings and community involvement in the schools.

The Board of Education delegates to the Superintendent the authority to develop regulations and guidelines for regulating the use of school facilities and to set fees for that use and for other related costs.

Board of Education policies and regulations that govern school use of facilities shall, when applicable, also govern community use of school facilities.

The applicant, by signing the building use request form, agrees to indemnify the District and any person whose property may be within the building for loss or damage to property caused by any person or persons attending any activity of the applicant or any damage or injury arising by reason of the applicant's use of the building. The District reserves the right to require a performance bond, proof of satisfactory liability insurance protection, or a deposit for protection of the building facility and equipment, and to guarantee the payment of rent or expenses.

The School District reserves the right to refuse approval or to cancel any and all permits issued for the use of a school building or District facilities when it is deemed by the Superintendent or designee that such action is necessary for the best interests of the District.

Permission for use of District facilities does not constitute District endorsement of any organization, the beliefs of an organization or group, nor the expression of any opinion regarding the nomination, retention, election, or defeat of any candidate, nor the expression of any opinion as to the passage or defeat of any ballot issue.

LEGAL REF.:

C.R.S. 22-32-110(1)(f)

CROSS REFS.:

EDC, Authorized Use of School-Owned Materials

KFA, Public Conduct on District Property

KFB, Use of School Buildings as Child-Care Centers

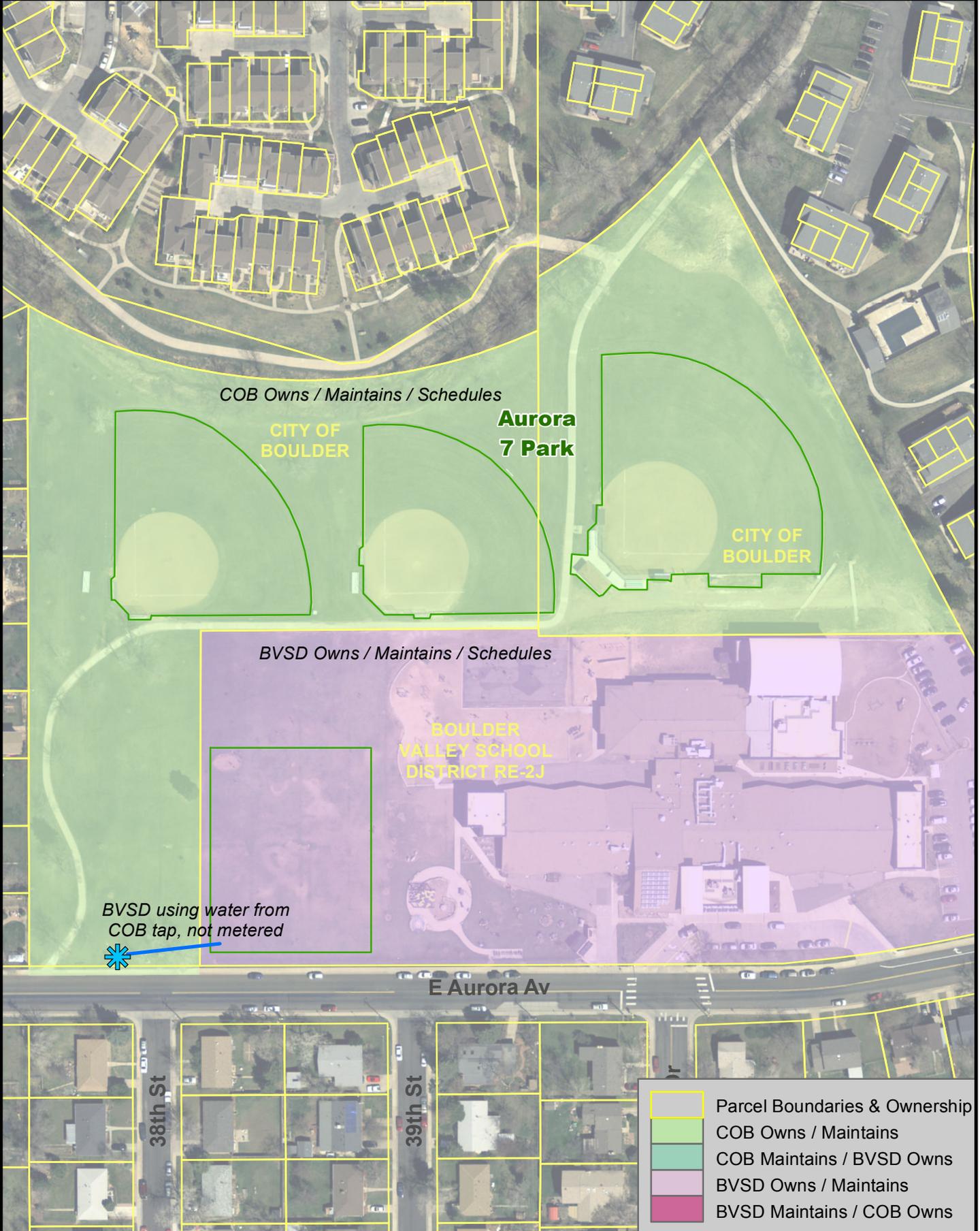
**End of File: KF**

# 1: Aurora 7 / BCSIS



0 40 80 Yards

12/7/2015, by Christina Spielman, Boulder Parks & Recreation

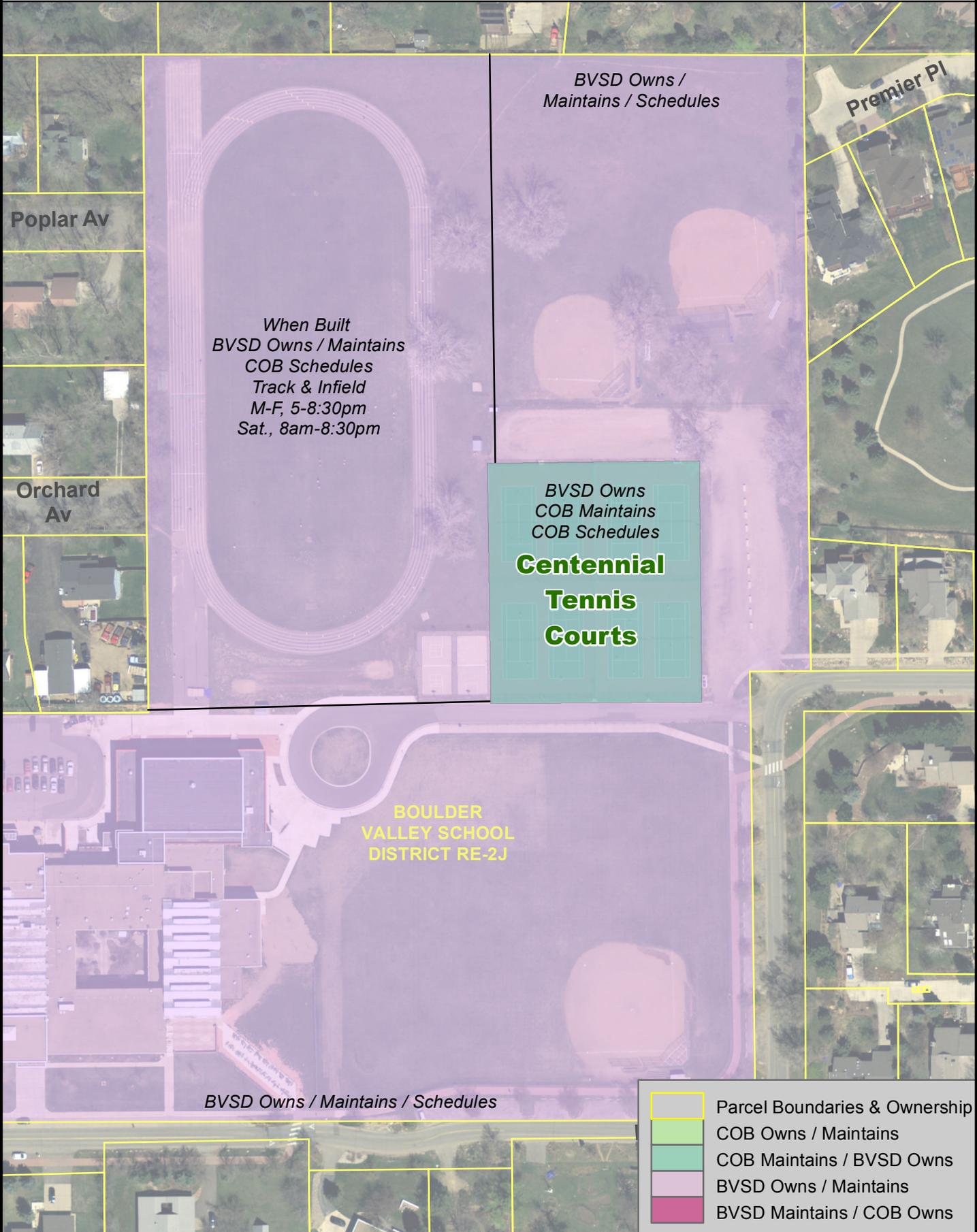


# 2: Centennial Courts / School



0 40 80 Yards

12/7/2015, by Christina Spielman, Boulder Parks & Recreation



# 3: Columbine Park / School



0 40 80 Yards

12/7/2015, by Christina Spielman, Boulder Parks & Recreation

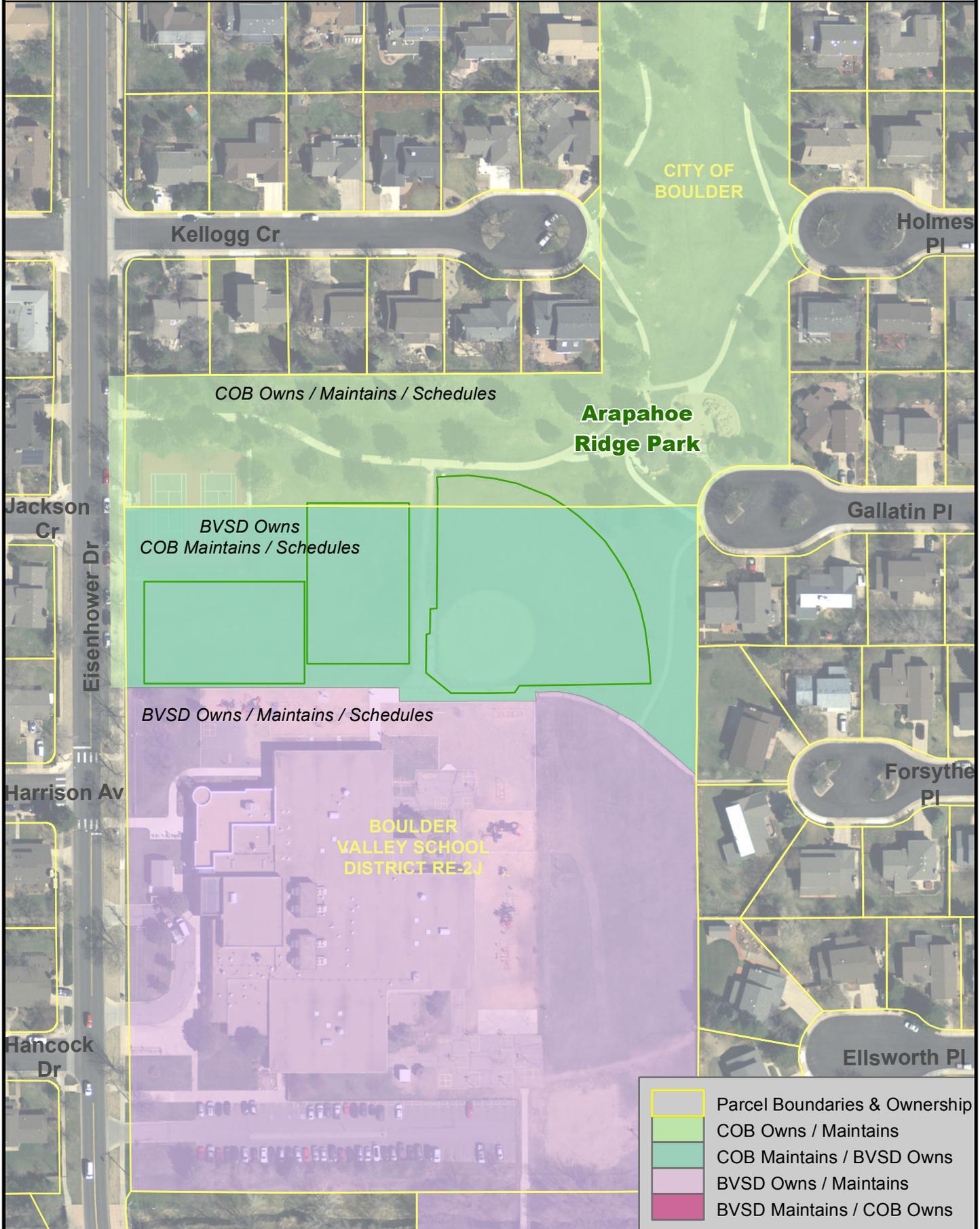


# 4: Arapahoe Ridge / Eisenhower



0 40 80 Yards

12/7/2015, by Christina Spielman, Boulder Parks & Recreation



Kellogg Cr

CITY OF BOULDER

Holmes Pl

Arapahoe Ridge Park

COB Owns / Maintains / Schedules

BVSD Owns  
COB Maintains / Schedules

Gallatin Pl

BVSD Owns / Maintains / Schedules

BOULDER VALLEY SCHOOL DISTRICT RE-1J

Forsythe Pl

Jackson Cr  
Eisenhower Dr

Harrison Av

Hancock Dr

Ellsworth Pl

# 5: Scott Carpenter Park



0 40 80 Yards

4/19/2016, by Christina Spielman, Boulder Parks & Recreation

