Rental of School Facilities

School buildings and grounds may be made available for educational, cultural, civic, religious, recreational, governmental, and patriotic groups as defined in 20 USC § 7905 of the Boy Scouts of America Equal Access Act and general political activities which are sponsored by responsible, recognized organizations, agencies or institutions, provided that the activity does not interfere with the programs and best interests of the district. The superintendent or designee is authorized to make all approvals and set all conditions for community use of buildings and grounds under the directions contained in this policy. The board reserves the right to hear appeals on any decision made by the superintendent.

A rental fee schedule shall be prepared by the superintendent or designee for review and approval by the board on an annual basis.

The superintendent or designee is authorized to set aside or reduce any scheduled or normal fees when a mutually beneficial relationship is established between the school district and a proposed user of school facilities. The superintendent or designee shall report to the board the status of facility uses and waivers on an annual basis. The superintendent is authorized to act on any rental proposal not covered in this policy. When this occurs, the superintendent shall report the action to the board and advise the board of any needed change in the policy.

It is the intent of the board that parent-teacher groups, scouting groups, booster clubs, and any other school-related organizations should have the use of school facilities for their regular meetings without charge. When such groups hold special events, any charge for facilities will be calculated on a cost-to-the-district basis.

It shall be the responsibility of the superintendent to assure that adequate supervision of school facilities is provided during periods of community use of facilities.

Official representatives of all groups using school facilities must sign a liability waiver "hold-harmless" agreement. Any non-school-related user group must also provide in advance of use of the facility a certificate of liability insurance, which names the district as an additional insured. Representatives of all groups must also sign a form, which indicates acceptance of responsibility for the care and supervision of the facilities and for payment of the rental charges, if any.

The user of facilities is required to obtain the required original “Certificate of Insurance” or other acceptable evidence of insurance in a form satisfactory to the superintendent and in an amount not less than the coverage limits stated in the New Mexico Tort Claims Act, NMSA 1978, § 41-4-19.
The superintendent may, when it is deemed to be in the best interest of the district, require a cash deposit above the rent to be charged to cover damage to rental property. The deposit, less payment for damage done beyond wear and tear on the property, shall be refunded within thirty (30) days. Keys to school facilities shall not be issued to, nor loaned to, persons not employed by the board of education.

Rental charges in this policy are for the facilities only and any normally required furniture. Other charges shall normally be added when special equipment, custodial, technician, or security support is to be provided to the facility user.

All agreements for use of school facilities terminate as of June 30 each school year.

Rio Rancho Public Schools
Adopted: August 22, 1994
Reviewed: September 20, 1999
Revised: November 24, 2003
Revised: March 08, 2010