



**Española Public Schools**  
**STRIVING FOR EXCELLENCE**

# Facilities Use Handbook

2020-21



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Española Public Schools (EPS) welcomes your interest in the use of the EPS facilities. EPS strives to serve the Española community not only through our comprehensive educational program for students, but also by making our facilities available for public use so long as the use does not conflict with EPS activities and athletic events. Often there is more demand than the district can accommodate given its own uses and scheduled activities or limits to the number of facilities available. EPS will strive to open up facilities usage as much as possible based on the guidelines found in this document. With the cooperation of the community groups who desire to use our facilities, EPS can help support any group with their needs. Through a sharing of EPS facilities we can further promote positive and respectful relationships between the school and the community at large.

**All use of district facilities for non-school activities is at EPS sole and unfettered discretion, and users must comply with the rules outlined in the handbook.**

The following is an overview of EPS rules for use of its facilities, discussed in more detail in other related sections of the handbook.



# EPS has first priority in the use of its facilities.

The school day runs from approximately 7:30am–3:30pm, Monday–Friday during the academic school year. Our Elementary Schools and Carlos F. Vigil Middle School have comprehensive after school programs with the facility in use until about 6:00 p.m. daily. The district also offers summer school and summer programming at many of its sites, and dates, times, locations sometimes change, and current information can be found on the website. School events and athletic events may also occur during evenings or weekends.

During the school day, use of the facilities by outside user groups is not permitted, unless pre-approved by the school principal and superintendent. During school events on evenings and weekends, public use of the event venue is not permitted, nor can public use of the facility by outside user groups occur at the same time. Use of EPS facilities not being used for school activities is at the discretion of the district.

Groups and organizations may seek to reserve time to use specific EPS facilities identified here in by completing a Facility Use Form. The form is posted on our website:

**Departments > Facilities & Maintenance > Facilities Use Form**

At the discretion of the school principals and EPS, outside users may apply for use of the facility, when not being used by the primary users. The steps are listed below for requesting use of a facility

1. Complete the form and submit to the school requested for the principal's review.
2. If the space is available, the principal will sign the form.
3. Submit form and Insurance information (***the user of the facility or the non-profit group must procure and maintain a \$1 million liability policy for coverage of bodily injury and property damage per occurrence***) to the Facilities and Maintenance Department for review and assessment of rental fees. A certificate of Insurance must be presented prior to use, otherwise the use will be denied or cancelled. For more Insurance information, see Section VII below.
4. The Superintendent of Schools or designee must review the form and provide final approval.
5. Any issuance of a key to the facility requires a key deposit of \$250.00.
6. Facilities usage will not be allowed after 9:00 p.m. for any activity. Exceptions to this rule may be made at the discretion of the District.

***Current permit holders on file with EPS must update their certificates of insurance annually. Use of facilities requests will not be considered if insurance coverage is not up-to-date.***

## Section II:

### Acceptable Behavior

All individuals using EPS facilities must be respectful and courteous of other users, audience and EPS District representatives at all times. Given the demand for athletic play and exercise space, sometimes space is at a premium. Users to the facilities without an approved Facilities Use request will be asked to leave, and are subject to the EPS officials notifying law enforcement of trespass by unauthorized user.

Approved Facility Use holders shall be responsible for the conduct and control of both participants and patrons, and must comply with all applicable state and federal laws, as well as district policies. Unauthorized individuals in the facilities must be asked to leave by the sponsor or may be removed by District personnel. The District may conduct spot checks to be sure that the group sponsoring the activity is following all guidelines of the usage agreement. For the health and safety of our students, access to EPS facilities by approved Facility Use holders and their participants and patrons is limited in scope and time and cannot provide unlimited or unscheduled access. **The Board of Education and/or its Superintendent of Schools reserve the right to suspend or prohibit any use of facilities regardless of prior approval or not. The Superintendent may halt all usage of facilities for health and safety reasons. Closure of facilities will be announced and information placed on the District website.**

## Section III:

### Priorities in Allocating Use of Facilities

Subject to the exercise of its unfettered discretion in individual circumstances, EPS allocates reserved use of its facilities in the following order for each numbered user group:

**Tier 1** The requirements of the comprehensive school educational program, school activities, sports and events always have first priority. No fees are assessed.

**Tier 2** School related organizations such as parent, teacher, student, teacher groups, and school advisory groups or committees shall be given second consideration. If directly related to the school, no fees are assessed.

**Tier 3** Use by other governmental agencies such as the federal government, state government county government agencies will be allowed to use the facilities for a minimal cost or free as determined by the Superintendent.

**Tier 4** Other approved youth (girls and boys) groups have third priority if all student participants are exclusively EPS students, currently enrolled in an EPS school. Minimal fees will be assessed if the organization charges students or their parents/guardians, for membership, participation, equipment, uniforms, etc.

**Tier 5** Approved youth organizations, athletic leagues, and other organizations from within or outside EPS desiring the use of school facilities for practices, games, meetings, or gatherings shall be given consideration over adult groups. Fees will be assessed based on space and facilities required for the intended use.

**Tier 6** Approved adult groups from within or outside EPS such as athletic leagues, community organizations, etc. will be given consideration. Fees will be assessed based on space and facilities required for the intended use.

**Tier 7** Approved adult groups from within or outside of EPS desiring the use of school facilities for financial profit (school-related groups) may be considered contingent on the type of activity. Fees will be assessed for such purposes. Restrictions for facility use by adult groups include:

Any event or activity associated with gambling is prohibited. Such activities include 50–50; Calcutta; certain types of raffles, or any other game of chance for money.

Political and partisan activities are typically denied. For example, Democratic/Republican convention type activities; candidate roundtables, etc. On occasion, community political events such as *Meet the Candidates* may be approved with minimal fees assessed and proof of insurance required.

**Tier 8** In certain circumstances, fees for use of the facility may be waived if the athletic activity, event, etc. is to one-time benefit students/families, such as fundraising for an EPS family who lost their home in a fire or other tragedy. Assurance is required that all proceeds made from the event directly benefit its intended purpose. Proof of insurance required.

**Tier 9** A one-time benefit game with all proceeds, less expenses such as pay for officials, scorekeepers, etc. goes to benefit an EPS student/family who is victim of a tragedy; or all proceeds go to support student scholarships, educational opportunities for students, etc. Proof of insurance is required.

Personal family special events such as Birthday parties, family parties, bridal and baby showers, wedding receptions, retirement parties, family dances and fundraisers, etc., will not be allowed or approved.

In rare instances, requests may be considered for funerals to include kitchen use and facilities for a funeral reception in outlying EPS schools. Minimal fees will be assessed and

proof of insurance is required. \*Minimal fees include charging for the cost of the utilities, services, supplies or personnel provided to the lessee pursuant to the terms of the contract.

## Section IV: Available Facilities for Community Use

Facilities available for community use shall include the use of a: classroom, gymnasium, library, cafetorium, auditorium, athletic field, tennis court, or an outside recreational area. Access to restrooms and water fountains will be made available for use by the sponsoring group. Specialized equipment may be rented under special circumstances and the need for the approved event. In all instances, the Superintendent as per **Board Policy K-1650 Community Use of School Facilities** shall establish fees for the use/lease/rental of facilities. The Superintendent or designee will review all requests and make the final decision regarding rental fees and deposits; and/or waiver of fees due to hardships or nature of activity/event that goes directly to the benefit of EPS students in supporting continued education and educational opportunities.

### Facilities Use Fee Schedule

Facility	User Groups (Tiers 2-5)	User Groups (Tiers 6 and 7) Community at Large
*Elementary Gymnasiums	\$25.00 per hour	\$40 per hour
*CFVMS Gymnasium	\$50.00 per hour	\$65.00 per hour
*EVHS Gymnasium	\$100 per hour	\$115.00 per hour
Daily rates for Gyms are available	<i>*Daily Rates are calculated for 10 hours x the hourly fee even if the facility is used beyond 10 hours.</i>	
EVHS & CFVMS Football Field w/out lights	\$25.00 per hour	\$40.00 per hour
EVHS & CFVMS Football Field w/lights	\$50.00 per hour	\$65.00 per hour
Softball/Baseball Fields w/out lights	\$25.00 per hour	\$40.00 per hour
Softball/Baseball Fields w/lights	\$50.00 per hour	\$65.00 per hour
*Kitchen Rental	\$25.00 per hour	\$50.00 per hour
Classrooms	Fees waived with teacher/principal approval	\$20 per hour
ESC Board Room	\$50.00 per hour	\$65.00 per hour

ESC Warehouse Training Room	\$25.00 per hour	\$65.00 per hour
ESC Parking Lot Rental/School parking lot rentals	<i>Daily Rates for all user groups will be negotiated on an individual basis.</i>	
Libraries	Fees waived with Principal Approval	\$25.00 per hour
CFVMS Auditorium	\$25.00 per hour	\$40 per hour
Open/Close Fees	\$38.00	\$50.00
Key Deposit	\$250 (no exception)	

User groups requiring regular use of gymnasiums will be required to pay ½ down by first day of practice, and the remaining ½ to be paid the last day the facility is used.

\*Kitchen rentals must be approved by the Director of Student Nutrition; \$250 cleaning deposit required. Deposit will be returned upon inspection of the kitchen after use.

Failure to pay any fee or provide deposit by any sponsoring group will result in forfeiture for the use of any district facility.

Weight Rooms located in the District will not be open for facility usage by the public.

Approved User Groups **MUST** be in possession of **Approved Facilities Use Agreement** at all times.

## Section V:

### Restrictions for Facilities Rentals/Holidays

- All facilities are closed for use by the public during school hours; unless pre-approved by the principal and superintendent.
- Facilities Use Agreements will not be approved for use on National Holidays if the request involves opening/closing. The same applies to Thanksgiving, Winter Break and Spring Break.
- For youth groups using the facilities; we ask that practices be suspended during the Thanksgiving, Winter Break and Spring Break holidays
- Some of our athletic fields may be closed from use during the year for maintenance, watering, seeding, etc.
- Facilities Use applications may be denied if there has been a problem with the user group in the past.
- Personal training **is not permitted** at our facilities



# Section VI:

## Guidelines for Facilities Use

Española Public Schools asks its user groups to help maintain the useful life of district facilities by observing the following checklists.

User groups should be familiar with the following emergency drills and procedures.

- Fire drills and evacuation of the building
- Lockdown Drills
- Shelter-in Place
- Inclement or emergency weather drills
- Covid 19 requirements for mask and social distancing as current health orders apply at the time of usage.



### Classrooms, Auditoriums, Multi-purpose Rooms and Gymnasiums

DO:	GUIDELINES
Abide by all fire regulations.	<ul style="list-style-type: none"> <li>• Keep exit doors, exit lights, fire alarm stations, and fire extinguisher locations visible; familiarize yourself with the surroundings you are using</li> <li>• Keep exit ways free and unobstructed</li> <li>• Per state law, smoking is prohibited on school campuses; this includes e-cigarettes</li> </ul>
Observe all parking signs and restricted areas for parking.	<ul style="list-style-type: none"> <li>• For some activities and events, parking at our school sites is limited;</li> <li>• All parking restrictions noted by signage and painted curbs are enforced; vehicles will be towed if parked in fire lines; and violators may receive citations</li> </ul>
Stay in your assigned area for the event.	<ul style="list-style-type: none"> <li>• All children shall be monitored at all times for safety and for security of the facility.</li> <li>• All participants in the event or activity are required to stay in the assigned areas as designated in the facility use agreement.</li> </ul>

Clean-Up after the Event or activity.	<ul style="list-style-type: none"> <li>• Clear/sweep entire facility of debris and thoroughly clean all areas.</li> <li>• Deposit trash in plastic bags in the school’s dumpster</li> <li>• Kitchens should be thoroughly cleaned; requires inspection after use prior to deposit being returned.</li> </ul>
<b>DO NOT:</b>	<b>GUIDELINES</b>
Deface facility walls and surfaces by...	<ul style="list-style-type: none"> <li>• Using scotch tape, masking tape, or adhesives on any surface</li> <li>• Driving nails, hooks or tacks into any surface</li> <li>• Affixing anything to walls, windows, doors, woodwork, curtains, beams, ceiling or furniture</li> <li>• Using acids, dyes, paints, etc. in at any facility</li> </ul>
Create messes and trash facilities with food and/or drinks	<ul style="list-style-type: none"> <li>• Food is restricted for most facilities</li> <li>• Water and sports drinks are allowable in gyms;</li> <li>• When snacks are provided per the acceptable use for the event, the snacks should stay in a contained area.</li> <li>• All papers, wrappers, bottles, and any other form of trash must be disposed of in the proper receptacle.</li> <li>• No food consumption in libraries and CFVMS Auditorium.</li> </ul>
Use improper footwear for gyms and fields	<ul style="list-style-type: none"> <li>• All participants using the gym floors at CFVMS and EVHS must wear appropriate athletic shoes with rubber soles—NO cleats, heels or dress shoes are permitted for activities in Gyms. Shoes that have been worn outside are not permitted on the floor.</li> <li>• Wear proper athletic or running shoes on track and fields</li> <li>• As a safety precaution, participants should wear proper footwear for athletic/recreational activity</li> </ul>
Violate State Law, Federal Law, Local Law and/or District Policies	<ul style="list-style-type: none"> <li>• Bringing on school grounds any weapon such as knives or firearms is prohibited by state law.</li> <li>• Alcohol and Drug usage on school property is prohibited by law.</li> <li>• Any tobacco usage such as, cigarettes, vapes and chewing tobacco on school property is prohibited by state law. Steroid usage on campus is prohibited</li> </ul>

***Failure to abide by the conditions listed above may be cause of revocation of the agreement at the time of use or may be cause to refuse usage in the future to the sponsoring people or groups.***

# Section VII:

## Required Insurance, Indemnification and Hold Harmless

### Insurance Guidelines for use of Facilities

**(The NMAC provisions state below help define expectations. Some of the appendices do not apply to the EPS usage agreement based on available facilities and/or the defined policies that are not required by the EPS District as a condition of usage.)**

#### Use of School Facilities by Outside Parties

All non-EPS users are subject to and required to comply with New Mexico Administrative Code Section 60.50.17 entitled “Use of School Facilities by Private Persons”. The most recent version of NMAC Section 60.50.17 is attached to this handbook as Attachment A, and the requirements therein are incorporated in this handbook and the Facilities Use Agreement by reference.

**Facility Provided As-Is:** EPS does not warrant the suitability of the facility for the intended uses by the User and does not warrant the suitability of the facility’s contents for the uses intended by the User. User assures that activity participants, guests, and spectators may only access those site areas designated for the use or activity.

**Insurance:** A non-EPS user must obtain purchase liability insurance of no less than \$1,000,000 per occurrence for the type of facilities use with the District named as an additional Insured. User shall deliver any Certificates of Insurance along with a copy of the Additional Insured endorsement to EPS no later than 48 hours in advance of the first facility use or this Site Use Agreement shall be cancelled.

General Liability insurance provided to the School Facility by the Authority shall be excess over any valid and collectible insurance carried by the User. General Liability insurance provided to the School Facility by the Authority is limited to \$1,000,000 per occurrence. The User must carry Workers Compensation insurance if mandated under New Mexico law and Automobile Liability insurance naming the School District and its Board of Education as Additional Insureds, with limits no less than \$1,000,000 per occurrence for all motor vehicles owned or rented by User to be used in connection with the event.

**Damage to User’s Property:** EPS assumes no liability or responsibility for any personal property of the User or of its employees, agents, representatives, guests, volunteers or invitees brought onto the premises during the term of this Agreement.

**Release and Indemnification:** User accepts the Facility’s premises and adjoining areas as-is and releases and discharges the School Facility, the School District, the School Board, and each of their agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorneys’ fees and costs, which may arise from all injuries, deaths and damage to property arising directly or indirectly out of the Site Use Agreement including but not limited to User’s use of the premises and the adjoining areas, including parking areas.

The User holds harmless the School Facility, the School District, the School Board, and each of their agents, employees and representatives and indemnifies same from any and all claims, unless caused by the willful acts or omissions or gross negligence of the School Facility, the School District, the School Board, or of their agents, employees and representatives acting in an official capacity.

The liability of the School Facility, the School District, the School Board, and each of their agents, employees and representatives shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended. Private users, groups and their individual participants shall be required to give waivers of liability and releases for personal injury or property damage on the attached form. User understands that this Site Use Agreement can be cancelled and the event terminated if the User fails to comply with the above terms and conditions or if the User has misrepresented the nature or extent of the proposed use in any material way.



# Española Facility and Schools Locations

## **Educational Services Center**

405 Hunter Street  
Española, NM 87532  
Phone 505-367-3301

## **Los Ninos Kindergarten Center**

323 North Coronado Avenue  
Española, NM 87532  
Phone 505-753-6819  
Fax 505-753-3477

## **Abiquiu Elementary School**

PO Box 727  
Abiquiu, NM 87510  
Phone 505-685-4457  
Fax 505-685-4644

## **Alcalde Elementary School**

St. Rd. 68, County Rd. 138A  
Alcalde, NM 87511  
Phone (505) 852-4253  
Fax (505) 852-2523

## **Chimayo Elementary School**

SR 76 County Rd 93, Building 31  
Chimayo, NM 87522  
Phone 505-351-4207  
Fax 505-351-9962

## **Dixon Elementary School**

220 Highway 75  
Dixon, NM 87527  
Phone 505-579-4325  
Fax 505-579-4049

## **Eutimio "Tim" Salazar III Elementary School**

719 Calle Hacienda  
Española, NM 87532  
Phone 505-753-2391  
Fax 505-753-0510

## **Hernandez Elementary School**

State Road 84/285 #1934B,  
Española, NM 87532  
Phone 505-753-4008  
Fax 505-753-8381

## **James H. Rodriguez Elementary School**

420 North Coronado Ave.,  
Española, NM 87532  
Phone 505-753-2256

## **San Juan Elementary School**

411 State Road 74,  
Ohkay Owingeh, NM 87566  
Phone 505-852-4225  
Fax 505-367-2340

## **Tony E. Quintana Elementary School**

18670 US 84/285,  
Española, NM 87532  
Phone 505-753-3213

## **Velarde Elementary School**

State Road 68, County Road 51, No.14,  
Velarde, NM 87582  
Phone 505-852-4331  
Fax 505-852-2993

## **Carlos F. Vigil Middle School**

1260 Industrial Park Road,  
Española, NM 87532  
Phone 505-753-1348

## **Española Valley High School**

1111 El Llano Road,  
Española, NM 87532  
Phone 505-753-7357  
Fax 505-747-1797

# APPENDIX A

## Use of School Facilities by Private Persons

**TITLE 6            PRIMARY AND SECONDARY EDUCATION**  
**CHAPTER 50      INSURANCE**  
**PART 17            USE OF SCHOOL FACILITIES BY PRIVATE PERSONS**

**6.50.17.1            ISSUING AGENCY:** New Mexico Public School Insurance Authority.

[6.50.17.1 NMAC - Rp, 6.50.17.1 NMAC, 09/01/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

**6.50.17.2            SCOPE:** This part applies to all school districts, charter schools and other educational entities authorized to participate in the authority's risk related coverages.

[6.50.17.2 NMAC - Rp, 6.50.17.2 NMAC, 09/01/2014]

**6.50.17.3            STATUTORY AUTHORITY:** Subsection F of Section 22-29-7 NMSA 1978 directs the authority to establish a policy to be followed by participating members relating to the use of school facilities by private persons provided that the policy relates only to liability and risk issues. This policy shall not affect the rights and responsibilities of local school boards to determine how, when and by whom school district facilities are used. The policy shall be distributed to participating members and posted upon the authority's web site.

[6.50.17.3 NMAC - Rp, 6.50.17.3 NMAC, 09/01/2014]

**6.50.17.4            DURATION:** Permanent.

[6.50.17.4 NMAC - Rp, 6.50.17.4 NMAC, 09/01/2014]

**6.50.17.5            EFFECTIVE DATE:** September 1, 2014 unless a later date is cited at the end of a section.

[6.50.17.5 NMAC - Rp, 6.50.17.5 NMAC, 09/01/2014]

**6.50.17.6            OBJECTIVE:** To establish a policy to be followed by participating members relating to the use of school facilities by private persons. This policy relates only to liability and risk issues.

[6.50.17.6 NMAC - Rp, 6.50.17.6 NMAC, 09/01/2014]

**6.50.17.7            DEFINITIONS:** [RESERVED]

**6.50.17.8            POLICY ON USE OF SCHOOL FACILITIES BY PRIVATE PERSONS:**

- A. The representative of the requesting group shall contact the facilities manager or other designated school official of the desired site regarding the proposed usage within a time frame required by the site manager or official. The school or school district shall provide the requesting group with a site use agreement which sets forth the terms and conditions of use of the premises. Site use agreements shall at minimum include a copy of the school's safety rules or safety rules provided by the authority's risk management provider. The requesting group shall agree to follow the safety rules included with the site use agreement and also agree to follow the liability and risk related rules

contained in Subsection G of 6.50.17.8 NMAC prior to use of the school facilities. The school facility use shall be conducted in compliance with all federal, state and municipal statutes, ordinances, rules and regulations including those with regard to discrimination. School facilities shall not be used for any unlawful purpose.

- B. All groups shall also agree that the schools will not be liable for injury to the property of the group itself or participants in the group's activities resulting from their participation in the group's activities. Groups and their individual participants shall be required to give waivers of liability and releases for personal injury or property damage on forms provided by the school or the authority.
- C. Liability insurance provided through the authority shall be excess over any valid and collectible insurance carried by any group permitted to use school facilities. Liability insurance provided by the authority for use of school facilities by private persons is limited to \$1,000,000 per occurrence. Schools or school districts shall not warrant the suitability of the facility or of the facility's contents for the uses intended by the requesting group.
- D. Commercial groups shall provide a copy of a current business license. Commercial groups shall inform participants that the activity is not sponsored by the school whose facilities are being used.
- E. All districts shall include within their site use agreement a statement clearly indicating that the approved activity sponsor must assure that activity participants, guests and spectators only access those site areas designated for the activity. District superintendents shall also designate in the site use agreement an individual who shall verify that all the areas utilized were properly checked and secured upon departure from the facility.
- F. Schools and school districts shall make their own arrangements regarding any payments required for use of the facilities, for reimbursement for special services such as setting up tables and chairs, use of school equipment such as projectors or video equipment or abnormal wear and tear on the facilities. All fees shall be made by check or money order and shall be made payable to the school or school board. It is inappropriate for users of school facilities to pay school employees directly for services in kind or in cash.
- G. In addition to the safety rules included in the site use agreement, any user of school or school district facilities must agree to the following liability and risk related rules.
  - (1) The use of alcohol, illegal drugs and tobacco are prohibited on all school property at all times.
  - (2) Guns are not permitted on school property except for those in the possession of authorized law enforcement personnel.
  - (3) Users of the facility shall be responsible for providing security as required by the member school or school district for the type of function they have planned.
  - (4) Users of swimming pool facilities must have a certified life guard on duty at all times.
  - (5) For events that involve animals, including dogs, all must be leashed, penned, caged or otherwise properly contained, constrained or under supervision and control at all times. Animals or pets not properly contained, constrained or under supervision and control at all times are prohibited.
  - (6) Open fires including candles, torches, and bonfires shall not be allowed except pursuant to prior approval and permit by the appropriate authorities.
  - (7) Building exits shall never be blocked for any reason.
  - (8) Parking shall be in designated areas only.
  - (9) Every effort shall be made to provide vehicle and pedestrian traffic management in order to insure safe and orderly movement of vehicles and people.
  - (10) All care shall be taken in the design, placement and construction of booths, displays, viewing stands, platforms, theater sets, temporary stages or any other structures to safeguard the safety of those building, using and disassembling such structures.

- (11) Decorations shall be fire resistant whenever possible, cover no more than 20 percent of the wall area and never be placed within close proximity to incendiary sources.
  - (12) Care shall be taken at all times to avoid the creation of tripping hazards or if unavoidable to warn participants of obstacles.
  - (13) No hazardous materials, including pyrotechnic devices, fireworks, explosives flammable materials or liquids, poisonous materials or plants, strong acids or caustics shall be brought onto the premises or used in any way while occupying the premises except with the approval prior to use by the fire marshal or other authority having jurisdiction.
  - (14) No amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, bow and arrow shooting activity or equipment or devices related thereto shall be brought onto the premises or used in any way while occupying the premises except with the express permission of school authorities and on proof of insurance by the user of the facility of at least \$1,000,000 per occurrence naming the school or school district and the authority as additional insureds. All such activities shall be operated and overseen by persons experienced and, if possible, certified to do so.
  - (15) All users of school facilities shall give written notice to the school of any accident resulting in bodily injury or property damage to property of the school occurring on school premises or in any way connected with the use of the school premises within 24 hours of the accident. The notice shall include details of the time, place and circumstances of the accident and the names and addresses and phone numbers of any persons witnessing the accident.
  - (16) If playground equipment is to be used, the user of the facility shall provide at least one adult supervisor for every 15 children.
  - (17) The user of the facility shall provide the appropriate signage to inform participants of the safety rules. A list of emergency agencies and phone numbers shall also be posted.
  - (18) Access to school facilities by the users of the facility shall be limited to those areas specified in the site use agreement.
- H. All users of school facilities shall agree to provide prompt and thorough clean-up and removal or storage of all special structures within no more than 24 hours after the end of the event, but in no case later than the beginning of the next school day or if school is out no later than prior to use of the area by school personnel. Users shall ensure that any furniture and equipment moved during the use of the facilities is replaced.

[6.50.17.8 NMAC - Rp, 6.50.17.8 NMAC, 09/01/2014]

**HISTORY of 6.50.17 NMAC:**

**History of Repealed Material:**

6.50.17 NMAC, Use of School Facilities by Private Persons, filed 2/9/2010 - Repealed effective 09/01/2014.





# Española Public Schools

Striving for Excellence

## FACILITY AND PROPERTY USE APPLICATION

Application Date: \_\_\_\_\_

Name of Organization/Group: \_\_\_\_\_

For Profit  Non-Profit (Non-Profits **must** attach up-to-date non-profit certification issued by a governmental agency.)

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Have you purchased Liability Insurance?  YES  NO

What is the name of your Liability Insurance Company? \_\_\_\_\_

Type of Event: \_\_\_\_\_

Building/Property Requested: \_\_\_\_\_

Please complete section A **OR** B, NOT both:

A. One-Time Use

Date: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Number of Hours: \_\_\_\_\_

B. Multi-Time Use

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Date	Day of Week	Time From	Time To	Total Hours

Do you require a key to the facility/property?  YES  NO

Do you prefer an EPS employee open the locks, rather than provide you with a key?  YES  NO

Admission Fee, if any, for observers: \_\_\_\_\_

Number of persons expected to attend: \_\_\_\_\_

*Application Continued. . .*

Office Use Only

Principal Approval: \_\_\_\_\_ Date: \_\_\_\_\_

AD Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Security Recommended?  YES  NO Director Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Total Cost \$ \_\_\_\_\_ Superintendent Initial: \_\_\_\_\_

Number of expected participants: \_\_\_\_\_

Participation Fee, if any, for event participants: \_\_\_\_\_

Does request include the use of the Cafetorium? YES  NO

Do you require the use of district equipment, other than that available in the facility? YES  NO

If yes what equipment: \_\_\_\_\_

Request for waiver of fees based on hardship or approved partnership with the District:

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If permission is granted, I (we) hereby certify that the above information is true and correct and that I (we) hereby agree to strictly adhere to the rules and regulations of the Española Public School Board of Education governing the Use of the Public Schools' Buildings as set forth on the conditions attached.

Signature of Applicant: \_\_\_\_\_



# Española Public Schools

Striving for Excellence

## SITE USE AGREEMENT

You have been ( ) Granted ( ) Not Granted approval for use of the school building for the purpose of \_\_\_\_\_ on \_\_\_\_\_ between the hours of \_\_\_\_\_ to \_\_\_\_\_. Capacity is restricted to \_\_\_\_\_ participants. Additional authorizations, restrictions or requirement may be attached to this document.

In accordance with specific conditions understood and signed by you, the following applies:  
Cash Fee \$ \_\_\_\_\_ Cash Deposit \$ \_\_\_\_\_ If applicable, waiver of Fees: ( )

Deposits may be refundable after inspection by school officials and determination made of; No damage or claim against the User(s) – Otherwise, claim will be charged or negotiated. Additional Instructions:

- Cash Fee and/or Deposit shall include actual fees for supplies and cleanup expenses provided by the District, including but not limited to actual custodial expenses, paper towels, tissue, soap, etc.
- All athletic competitions must be refereed by at least one certified referee, with documentation provided to the District.
- All athletic competitions must have at least one certified security guard, with documentation provided to the District.

### Insurance:

User must obtain purchase liability insurance of no less than \$1,000,000 per occurrence for the event with the District named as an additional Insured. User shall deliver any Certificates of Insurance along with a copy of the Additional Insured endorsement to the School Facility no later than 48 hours in advance of the first facility use or this Site Use Agreement shall be cancelled. General Liability insurance provided to the School Facility by the Authority shall be excess over any valid and collectible insurance carried by the User. General Liability insurance provided to the School Facility by the Authority is limited to \$1,000,000 per occurrence. The User must carry Workers Compensation insurance if mandated under New Mexico law and Automobile Liability insurance naming the School District and its Board of Education as additional insureds, with limits no less than \$1,000,000 per occurrence for all motor vehicles owned or rented by user to be used in connection with the event.

### Damage to User’s Property:

The School Facility assumes no liability or responsibility for any personal property of the User or of its employees, agents, representatives, guests, volunteers or invitees brought onto the premises during the term of this Agreement. Release and Indemnification: User accepts School Facility’s’ premises and adjoining areas as is and releases and discharges the School Facility, the School District, the School Board, and each of their agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorneys’ fees and costs, which may arise from all injuries, deaths and damage to property arising directly or indirectly out of this Site Use Agreement including but not limited to User’s use of the premises and the adjoining areas, including parking areas.

The User holds harmless the School Facility, the School District, the School Board, and each of their agents, employees and representatives and indemnifies same from all claims, unless caused by the willful acts or omissions or gross negligence of the School Facility, the School District, the School Board, and each of their agents, employees and representatives. The liability of the School Facility, the School District, the School Board, and each of their agents, employees and representatives shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

Users, groups and their individual participants shall be required to give waivers of liability and releases for personal injury or property damage on the attached form. User understands that this Site Use Agreement can be cancelled and the event terminated if the User fails to comply with the above terms and conditions or if the User has misrepresented the nature or extent of the proposed use in any material way.

User's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

# APPENDIX C

## Intergovernmental Agreement for Facilities Use

Intergovernmental Agreement (IGA) between Española Public Schools and

\_\_\_\_\_ [Name of Governmental User] for Governmental Use of Facilities

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between Española Public Schools (Owner), a school district of the State of New Mexico, and \_\_\_\_\_ (Governmental User), a governmental entity organized under and existing by virtue of the laws of the State of New Mexico or of the laws of the United States of America (collectively, “the Parties.”)

**WHEREAS**, Owner is a public-school district and a political subdivision of the State of New Mexico that owns and operates multiple school sites and facilities for the primary use of supporting the education of students enrolled in Española Public Schools;

**WHEREAS**, the Governmental User is a political subdivision of the State of New Mexico or a federally recognized governmental entity needing temporary use of Owner’s facilities to support governmental programming that is not inconsistent with the educational purposes of the Española Public Schools;

**WHEREAS**, the New Mexico Anti-Donation clause does not apply to government to government transactions, allowing Owner and the Governmental User to negotiate the terms of this Agreement to reflect the relationship between two governmental entities and the best options for their respective students and constituencies;

**WHEREAS**, the Governmental User seeks to use the [facility name] at the Owner’s school site, [name of school site], for the benefit of Governmental User’s students and/or programs for the following stated purpose: [state purpose here];

**WHEREAS**, the Governmental User will complete a Facility Use Request form, attach it to this Agreement, and pay all agreed upon user fees, deposits, and costs;

**WHEREAS**, the Governmental User will notify its insurance carrier of the use of the facility and name Española Public Schools as an additional insured during the specified period of time;

**WHEREAS**, the Governmental User will strictly adhere to the use of the facility only on the dates and times specified in the Facilities Use Agreement and only for the purposes stated;

**WHEREAS**, the Governmental User understands any events or uses other than the purposes stated is strictly prohibited;

**WHEREAS**, the Governmental User understands they must sweep and clean-up after each use, dispose of any trash and, if necessary, provide their own maintenance supplies; and

**WHEREAS**, the Governmental User shall immediately report the Owner’s director of facilities and maintenance any damage to the facility that occurred during the Governmental User’s use.

**NOW THEREFORE**, in consideration of the contents and obligations herein expressed in this Agreement, it is agreed by and between the parties as follows:

**Owner will:**

1. Assist the Governmental User with identifying suitable space to meet the needs of the Governmental Entity and the specified use. However, Owner is not obligated to prioritize the Governmental User's use above the needs of the school site or school district uses.
2. Provide the Governmental User with reasonable keyed access to the requested facility and, unless otherwise agreed in writing
3. Collect any applicable fees and any applicable key deposits and other deposits prior to use by the Governmental Entity and hold such deposits for the entire term of use of the facility. If unused, deposits will be returned upon completion of use by the Governmental Entity and completion of inspection by the Owner.

**Governmental User will:**

1. Use the Owner's facility only for those purposes and those dates and times stated in this Agreement and in the Facilities Use Request form.
2. Pay the key fees, deposits and costs identified in the Facilities Use Request form.
3. Only those persons identified in the Facilities Use Request form as authorized key users may open and close the facility; keys cannot be used by another individual except in the event of an emergency. If such an emergency occurs, the Governmental Entity shall immediately notify the Owner's Facilities Manager.
4. Sweep the facility used by the Governmental Entity and empty trash after each use.
5. Be responsible for all damage caused by the Governmental Entity, its agents and its guests.
6. Name Española Public Schools as an additional insured and provide written proof of the designation prior to initial use.

**Additional Terms:****I. INDEMNIFICATION**

As governmental entities, neither party is permitted to indemnify the other under this Agreement. Each party shall be liable for its own actions as described in Section II. Liability, below

**II. LIABILITY**

The Owner shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the Agreement. The Owner shall only be responsible for liability incurred as a result of the negligent acts or omissions of its officers, employees, agents, invitees or guests in connection with this Agreement. Any liability incurred by the Owner in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, et seq., NMSA 1978, as amended.

The Governmental User shall only be responsible for liability incurred as a result of the negligent acts or omissions of its officers, employees, agents, invitees or guests in connection with this Agreement. Any liability incurred by the Owner in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, et seq., NMSA 1978, as amended, or, if applicable, the immunities and limitations of Tribal/Pueblo law and the Federal Tort Claims Act.

**III. APPROPRIATIONS AND AUTHORIZATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico, the New Mexico Public Education Department, and/or the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made in this or future fiscal years, this Agreement shall terminate upon written notice being given by the Owner to the Governmental User and the Owner shall have no duty to reimburse the Governmental User for expenditures made in the performance of this Agreement incurred after written notice to the Governmental User is provided by the Owner pursuant to this paragraph. The Owner is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the Owner. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Governmental User and shall be final and not subject to challenge by the Governmental User.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Governmental User and, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the Governmental User to the Owner. Such termination shall be without penalty to the Governmental User, and the Governmental User shall have no duty to reimburse the Owner for expenditures made in the performance of this Agreement incurred after written notice to the Owner is provided by the Governmental User pursuant to this paragraph.

User is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the Governmental User. The Governmental User's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Owner.

**IV. TERM, TERMINATION AND APPLICABILITY**

The term of this Agreement shall expire upon the conclusion of the last use described in the attached Facilities Use Agreement. This Agreement may be terminated at will, by either party, with or without cause, upon five (5) calendar day's written notice to the other party, or by mutual written agreement. Termination shall not relieve the obligations of either party hereunder that were incurred prior to termination. If any conditions of this Agreement conflict with conditions contained in the Facilities Use Agreement, the conditions of this Agreement shall supersede and govern.

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ESPAÑOLA PUBLIC SCHOOLS

NAME OF GOVERNMENTAL USER:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_  
Superintendent of Schools

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_  
Director of Operations

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_  
Facilities and Maintenance Director

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# APPENDIX D

## Community Use of School Facilities

### Leasing (renting)

The mission of the District is to provide comprehensive, success-oriented learning activities for young people in our schools.

These opportunities must be designed to develop the person's potential in the areas of academic ability and vocational awareness, cultural appreciation, physical well-being, social development, and community contribution.

School facilities and property may be leased to a group or organization for any lawful purpose in the interest of the community. The purposes include but are not limited to success-oriented activities, designed to develop a student's potential but may include other purposes such as:

- recreational
- educational
- political
- economic
- artistic
- moral
- scientific
- social
- religious
- other civic
- or governmental

A reasonable use fee shall be charged for the lease of school facilities and property for all of those that meet the above criterion and this fee may be offset by goods contributed or services rendered by the lessee. "Reasonable use fee" means an amount that is at least equal to the cost for utilities, services, supplies or personnel provided to the lessee pursuant to the terms of the lease.

### Uncompensated Use

The Superintendent may permit the uncompensated use of facilities and property by any school related group, including student political organizations, or by any organization whose membership is open to the public and whose activities promote the educational function of the District. "Education function" means uses that are directly related to the educational mission of the District as adopted by the Board and includes the educational mission related uses of parent – teacher organizations, youth organizations and school employee organizations. Use of facilities or property by organizations indicated above that will require a substantial District cost for utilities, services, supplies and/or personnel may be permitted only if goods contributed, services rendered or payments are made to reimburse these costs to the District.

The Superintendent shall require the person requesting the use of school property for a nonscholastic youth activity to sign a certification that the non-scholastic youth athletic activity will follow the brain injury protocols established pursuant to 22-13-31.1 NMSA 1978 in practice or preparation for an organized athletic game or competition against another team, club or entity before approval of use of the school property.

The mission statement found at the beginning of this policy and the group's or organization's promotion of the educational function through the activity, as



interpreted by the Superintendent in good faith, will be the basis upon which uncompensated use of District facilities and property shall be approved or denied.

## Generally

The Superintendent shall recommend a fee schedule to the Board for the lease of school property and such schedule shall include a procedure for determining the value of goods and services being provided as compensation for the use of school property. The schedule shall include a designation of those groups whose activities promote the educational function of the School District as determined in good faith by the Superintendent and presented for Board review.

Property not associated with the use of facilities is covered in section E of the policy manual (see cross referenced policies below). The District will use its best efforts to avoid conflicts with approved use of the facilities and property but no lease or use provision shall be effective if the administrator of the facility finds that it would cause delay, cancellation, or rescheduling of a school-sponsored activity.

The Superintendent shall establish such rules and regulations as are needed to implement this policy as well as to assure the preservation of District property.

Adopted: August 16, 2017

LEGAL REF.: 22-5-4 (D) NMSA (1978)

22-13-31.1 NMSA (1978)

6.50.17 NMAC

CROSS REF.: A - Board Member Qualifications

AC - Non - Discrimination / Equal Opportunity

EDC - Authorized Use of School-Owned Materials and Equipment

