

AR 1330 USE OF SCHOOL FACILITIES

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1.0 FACILITY USE INFORMATION

1.1 General Information

- A. Upon request, district facilities shall be available to non-school as well as school-related activities, in order of priority, and under the terms and conditions specified with regard to individual Facility Use Agreements.
- B. Facility Use Agreements will not be granted for any activity that, in the judgment of the Superintendent of Schools, may in any way be detrimental to the best interest of the facility or the educational system. Facilities will not be made available for any use that might result in undue damage or wear, or is inconsistent with the use for which the space was

designed.

- C. All inquiries regarding application for use of district facilities must be made to the District's Building Rentals Representative. Non-district person(s) or group(s) shall be entitled to use district facilities when a Facility Use Agreement for such use has been issued and signed by both the group and the District's Building Rentals Representative.
- D. The use of district facilities for purposes other than the regular K through 12th grade program, and their specifically related activities, will be scheduled through the District's Building Rentals Representative.
- E. Except for regular school activities, no school shall be occupied by anyone other than the Facility Administrator (Principal), their assistant(s), or office, maintenance, and custodial personnel without a Facility Use Agreement in hand, signed by the District's Building Rentals Representative. District curricular and extra-curricular activities receive scheduling priority.
- F. Scheduling of the regular K through 12th grade school activities, and other activities associated with the regular K through 12th grade program, will be done by the Facility Administrator; e.g., P.T.A., parent groups, school clubs, athletics, and other school-related activities.
- G. A master schedule of use for each school will be kept in the District's Building Rentals Office. Each Facility Administrator will provide a schedule of regular K through 12th-grade activities to the District's Building Rentals Representative in a timely manner.
- H. District keys for building rental use shall be issued or loaned only to district personnel or agents authorized by the Superintendent of Schools. Keys will be checked out through the District's Building Rentals Representative only.

1.2 Summer Use of Indoor Facilities

- A. Indoor use of district facilities is limited, and any long-term usage is subject to cancellation for the purpose of district maintenance or custodial priorities.
- B. Summer custodial hours are 8:00 am – 4:00 pm. Any activities scheduled to be in a building before 8:00 am or after 4:00 pm will be charged monitor fees according to their fee category for all hours before or after the summer custodial hours.
- C. Under normal circumstances, use of district facilities will not be scheduled outside of custodial hours or on weekends or holidays during the summer.

1.3 Playgrounds

- A. School playgrounds cannot be reserved, but may be used at times other than regular school hours in accordance with the following conditions:
 - 1. The use of playgrounds shall not interfere in any way with school activities.
 - 2. The user will remove any waste or litter resulting from an activity.
 - 3. No use will be allowed that subjects the grounds to undue damage or wear.
 - 4. No use of playgrounds will be permitted that creates a hazard or unreasonable restriction of use by others.
 - 5. Playgrounds will be open for casual play at all times under the above conditions.
 - 6. No person or group shall effect physical changes to outside grounds without prior approval and subsequent supervision by the District's Facilities Management Department and the Facility Administrator.
 - 7. Any substance used to mark school grounds for activities such as softball, soccer, or football must be approved by the District.

8. Users must comply with restrictions on tobacco, nicotine, alcohol, unauthorized substances, firearms, and weapons possession and use.
 9. Failure to comply with these conditions may result in consequences for the user.
- B. Signs are posted warning the public that the grounds are not supervised for non-district activities. Groups will be using the grounds at their own risk. For more information, call the District's Facilities Management Department at 907-452-4461.

1.4 Kitchen Use

- A. All groups using a kitchen for an event open to the public must acquire a permit from the Alaska Department of Environmental Conservation (DEC) Division of Environmental Health – Department of Food Safety and Sanitation (DFSS). An application or more information can be obtained online at: <https://dec.alaska.gov/eh/fss/food/establishments/tfs/>, or by calling the Fairbanks DEC DFSS office at 907-451-2120. A copy of the permit must be turned in to the Building Rentals Representative and Nutrition Services prior to use of the facility. All groups using a kitchen must complete a Kitchen Use Agreement with Nutrition Services prior to use of the kitchen facility. Contact the Nutrition Services administration office for assistance at 907-451-1004, ext. 16600. <https://www.k12northstar.org/departments/nutrition-services>, regardless of:
- whether kitchen equipment or storage facilities are used or not,
 - whether the group is affiliated with the District or not,
 - why the kitchen is being used, or
 - to whom food is being served
- B. An approved district Nutrition Services employee must be on duty if major kitchen equipment or storage facilities are used, except for school activities. The Facility Use Agreement Holder/Group will be charged monitor fees as outlined in Section 6.0 Fee Schedules, C. Monitor Fees.
- C. No food or other items are permitted to be stored in the kitchen except during the hours stated on the Facility Use Agreement and the Kitchen Use Agreement. Sportfish or wild game is not permitted to be stored in a school refrigerator or freezer unless it is for educational purposes and properly packaged and labeled according to DEC regulations.
- D. The Facility Administrator will assume responsibility for supervision of the kitchen for school functions not involving the use of major equipment or storage facilities (i.e., when the presence of a Nutrition Services employee is not required). The Facility Administrator will make appropriate arrangements for the use of the kitchen with the District's Nutrition Services Office and the site Kitchen Manager.

1.5 Before- and After-School Child Care Activities

- A. A Before and/or After School Child Care Program operator may apply for on-site placement in a district facility.
- B. The program may not compete with existing childcare providers in the area immediately surrounding the facility requested.
- C. Each facility site will be evaluated individually and approved by the Facility Administrator and the District's Building Rentals Representative.
- D. Programs will be approved on a yearly basis, for a specific school year, if appropriate space is available at that site.

- E. Application for space for an on-site Before and/or After School Child Care Program will be made in writing to the District's Building Rentals Representative and the Facility Administrator. A meeting will then be scheduled to evaluate the request.
- F. Childcare program providers requesting use of district facilities shall meet the following criteria when making application for such use:
 - 1. Meet all the criteria set forth in the State of Alaska Administrative Code [7 AAC 10](#) and [7 AAC 57](#).
 - 2. Prior to use of the facility, the child care program provider shall furnish the District's Building Rental Representative with a certificate of insurance evidencing all required coverage in a form acceptable to the Fairbanks North Star Borough and the Fairbanks North Star Borough School District. The child care program operator shall obtain and maintain in force, during the term of this Agreement, the insurance coverage specified in this section with an insurance company rated "Excellent" or "Superior" by A.M. Best Company or specifically approved by the Fairbanks North Star Borough's Risk Manager.
 - a. Commercial General Liability protecting against liability for both bodily injury and property damage, for limits not less than \$1,000,000 for each occurrence for bodily injury or property damage sustained by one or more persons as the result of any one occurrence.
 - I. The policy shall include a provision that for the term of this Agreement, the policy shall not be canceled, allowed to lapse, or materially altered unless at least thirty (30) days' written notice thereof has been given to the Fairbanks North Star Borough and the District.
 - II. The Fairbanks North Star Borough and the District shall be added and maintained during the agreement term as additional insured and certificate holders in the commercial general liability policy.
 - b. Workers' Compensation Insurance at not less than the required statutory limits unless the Facility Use Agreement holder provides:
 - I. A certificate of waiver approved by the Department of Labor; or
 - II. Other sufficient written proof and/or affidavit that establishes to the satisfaction of the Fairbanks North Star Borough and Fairbanks North Star Borough School District, the Facility Use Agreement holder does not have any employees covered by Alaska Workers' Compensation.
 - 3. File with the District's Building Rentals Representative copies of:
 - a. child care license
 - b. non-profit certificate
 - c. parent manual
 - d. any other licenses or certificates required to license the program by the State of Alaska
 - 4. Show proof that the request for child care services in the requested district facility will not compete with existing child care providers in that area.
- G. A commitment by the District to provide space exists only after all of the appropriate certificates, licenses, agreements, permits, etc., as outlined, have been received and approved by the District's Building Rentals Representative, and the Facility Use Agreement is issued.
- H. Upon acceptance of the application for a specific district facility, the applicant will meet with the District's Building Rentals Representative and the Facility Administrator to outline the following needs:
 - 1. space requirements, what area(s) of the facility will be utilized

- 2. hours of the program, before and/or after school
- 3. kitchen use, if applicable
- 4. any other needs as requested
- I. The program will pay regular rental fees per Section 6.0, Fee Schedules, and any additional costs incurred by the District that are created by the program at each site, i.e., custodial, maintenance, nutrition services.
- J. The District will not be held liable or financially responsible for anything resulting from the program.
- K. If, during the school year, the space used by the program is required for district educational use, then the program's Facility Use Agreement will be revoked at the end of the next school quarter.
- L. The Facility Administrator will report problems with the program in writing to the District's Building Rentals Representative. The District's Building Rentals Representative will verbally contact the program's director to inform him or her of the problems and formally give five (5) school days' notice of possible revocation of the Facility Use Agreement. The Building Rentals Representative shall send written notice stating the same information on the same day as the verbal contact. If the problem is not adequately resolved, the District will revoke the Facility Use Agreement after providing five (5) school days' written notice.
- M. After the program's director, Facility Administrator, and the District's Building Rentals Representative reach an agreement, a signed Facility Use Agreement will be issued.

1.6 Weekend or Holiday Use

- A. Short-term weekend rental activities may be scheduled. "Short-term" will be a period not to exceed three months. This is subject to periodic review and possible revocation according to the general needs of the District, as well as whether the group concerned has made a good faith effort to obtain suitable alternative facilities. A three-month extension may be re-negotiated.
- B. Generally, Facility Use Agreements will not be issued for activities on long weekends and holidays. Exceptions will be approved on a case-by-case basis.

1.7 Computer Lab Use

- A. Non-profit groups may only rent computer labs providing direct instructional programs to district staff or students.
- B. A computer lab monitor must be on duty and may assist in the instructional program. The computer lab monitor fee will be added to the rental cost and may vary according to the actual personnel costs of each individual monitor. These monitors must:
 - 1. be typically employed at that school with duties that include running the computer lab;
 - 2. be approved by the Facility Administrator;
 - 3. be on the District's payroll while performing monitoring duties;
 - 4. sign for the keys, open and secure the building and lab daily; and
 - 5. be present in the lab continuously during the entire rental period.

2.0 PROCEDURAL INFORMATION

2.1 Application Procedures

- A. Anyone applying for the use of district facilities, except for scheduled school activities, must make an advance request to the District's Building Rentals Representative not less

than five (5) working days prior to the time it is needed (refer to Section 2.2, Scheduling Procedures, for additional information). The time frame for submitting requests for a commercial activity or an auditorium is an exception (refer to Section 4.0, Commercial and Auditorium Activities).

- B. Application for use of district facilities is made by completing an online application form and submitting it to the District's Building Rentals Representative.
- C. Arrangements for space to teach classes for which tuition is charged or a university or college is issuing credit must be made with the university or college concerned. The use of a facility must be requested by the university or college or the District's Teaching and Learning Department when applicable.
- D. Application for use of a district facility shall constitute acceptance by the applicant of the responsibilities stated and the willingness to comply with all rules and regulations outlined regarding the use of facilities.
- E. An application may be rejected for lack of appropriate space, or as not appropriate per Section 1.1. B., or if a previous activity sponsored by the applicant/group violated this regulation, or for other specific conditions of a Facility Use Agreement.

2.2 Scheduling Procedures

- A. The District's Building Rentals Representative will send a notice around July 1 to the previous school year's Facility Use Agreement Holders/Groups.
- B. Completed applications received by the District's Building Rentals Representative by August 1 will be included in the initial scheduling effort for the upcoming school year. Applications received after August 1 will be processed after the initial scheduling effort is complete.
- C. The District's Building Rentals Representative will review the applications received by August 1. These applications will be sorted, conflicting requests resolved, and space assigned according to Section 5.0, Assignment of Group Priorities. A proposed schedule of these activities will be submitted to each Facility Administrator two weeks prior to the first day of school.
- D. The Facility Administrator will notify the District's Building Rentals Representative of known conflicts and concerns about the proposed schedule by the end of the week after the first day of school.
- E. Facility Use Agreements will be issued after the initial schedule is approved.
- F. The first use dates will be in the third week after the beginning of the school year. The last use dates will be two weeks prior to the end of the school year.
- G. Applications received after August 1 and throughout the school year will be scheduled according to Section 5.0, Assignment of Group Priorities. This scheduling process will begin during the second week of the school year.

2.3 Facility Use Agreement Procedures

- A. Upon receipt of a completed application form, the District's Building Rentals Representative will confirm space availability through the appropriate Facility Administrator and the Facilities Management Department, and issue a Facility Use Agreement for the activity if the request can be approved.
- B. Facility Use Agreements will be issued in order of priority according to Section 5.0, Assignment of Group Priorities. Facilities will be reserved only for available dates according to the District's school calendar, which is in effect.
- C. A Facility Use Agreement Processing Fee of \$30.00 will be paid to the District's Building

Rentals Representative for each Facility Use Agreement issued.

- D. A Facility Use Agreement may be denied if a previous activity sponsored by an applicant or their group has violated the conditions of the Facility Use Agreement or caused damage to district property. Additionally, a Facility Use Agreement may be denied if agreement violations have previously occurred in connection with the type of activity for which the Agreement is requested.
- E. Any financial or other commitment given by an applicant to another person, group, or other concern prior to the receipt in hand by such applicant of a Facility Use Agreement shall be at the applicant's own risk and shall have no bearing on the District's Building Rentals Representative issuance or denial of such an Agreement or imposition of conditions on such an Agreement.

2.4 Cancellation Procedures

- A. The Facility Use Agreement Holder shall not consider an approved Facility Use Agreement as a lease, and the District reserves the right to cancel an Agreement with or without cause. In the event of such cancellation, there shall be no claim or right to compensation due to any loss, damage, or expense whatsoever. Cancellation of an Agreement covering commercial or auditorium activities would result in the District refunding any advance payment.
- B. Regular K through 12th-grade activities will have priority over all other uses. However, Facility Administrators will exercise discretion and give a minimum of three (3) working days' notice prior to changing or canceling a scheduled Building Rental activity.
- C. When a conflict between scheduled school and building rental activities has been identified with less than three (3) working days to give proper notice, and it cannot be resolved satisfactorily, the Facility Administrator shall contact the District's Facilities Management Department Executive Director for resolution. This decision may be appealed to the Superintendent.
- D. The Facility Use Agreement Holder must notify the District's Building Rentals Representative not less than three (3) working days, during regular scheduled office hours, of their plans to cancel a scheduled activity prior to the date of intended use.
- E. The Facility Use Agreement Holder will be invoiced for Building Rental Fees when notification of cancellation is not received as described in the previous paragraph. When activities are scheduled for Saturdays, Sundays, or holidays, custodial/monitor "show-up" time of 2 hours will also be invoiced.
- F. The Facility Use Agreement Holder will be invoiced for Building Rental Fees at the next highest Fee Category after three (3) cancellations without notice, for any future cancellations without notice. The District reserves the right to cancel a Facility Use Agreement for repeated cancellations without notice.

2.5 Invoice Payment

- A. All invoices must be paid in full 30 days after the invoice date. If the District's Business Office has not received payment within 30 days, a final invoice will be sent, and a late fee of \$25.00 will be added. Ongoing activities will be canceled if the final invoice is not paid within 30 days. Any unpaid invoices will be turned over to a collection agency, and a collection fee of \$50.00 will be added to the balance due.
- B. Facility Use Agreement Holder/Group(s) with outstanding invoice(s) will be denied further use of district facilities until full payment has been received as stated above. Facility Use Agreement Holder/Group(s) will then be required to make advance payment of the scheduled fee (equal to one month's estimated charges) plus a deposit of equal value to

the advance payment. Deposits will be refunded at the end of the District's fiscal year (June 30 of each year).

3.0 RULES AND REGULATIONS

- A. No person shall be entitled to the use of district facilities, except for scheduled school activities, unless a Facility Use Agreement for such use has been issued and signed by the District's Building Rentals Representative. A custodial staff/monitor member must be present for all activities.
- B. No sub-leasing of facilities shall be permitted.
- C. The Facility Use Agreement Holder shall be responsible for the conduct and control of patrons, spectators, and participants, and must comply with all applicable state and federal laws, city and borough ordinances, district policies, regulations, guidelines, and by-laws, and the agreement conditions. All measures necessary to ensure the safe, healthy, and lawful conduct of agreement activities shall be undertaken and financed by the Facility Use Agreement Holder. These measures may include, but are not limited to, security, crowd control, and fire protection.
- D. Any permits required from police, fire, health, and other governmental agencies must be obtained and copies presented to the District's Building Rentals Representative prior to the issuance of any Facility Use Agreement. When requested, the user shall provide a certificate of insurance.
- E. Facility Use Agreement Holder/Group will be responsible for the cost of and providing any auxiliary aids and services (i.e., qualified interpreters, readers, or equipment) that are required to comply with the Americans With Disabilities Act of 1990, Chapter 126 - Equal Opportunity For Individuals With Disabilities, Subchapter III - Public Accommodations And Services Operated By Private Entities.
- F. In the event of damage to the facility or equipment beyond normal wear and tear, the Facility Use Agreement Holder shall accept the District's estimate of the amount of damage and shall pay all appropriate costs. Any damage to district facilities, equipment, or property resulting from Facility Use Agreement activities will be charged to the Facility Use Agreement Holder. A cash bond in the amount of \$10,000 will be required from sponsors who have previously sponsored activities that caused damage or when damage has previously occurred in connection with the type of activity for which a Facility Use Agreement is requested.
- G. All organizations using district facilities shall provide adequate adult supervision by responsible adult(s), who shall remain with the group during all activities and shall be responsible for the group's conformance with all appropriate rules and regulations.
- H. In accepting a Facility Use Agreement, the Agreement Holder agrees to hold the District "Save Harmless" from any damage or claims arising from the action of the Facility Use Agreement Holder, their employees, or patrons while the facility is in use.
- I. In accordance with Alaska's smoking law, the right to clean, smoke-free air supersedes the rights of smokers. In accordance with the District's comprehensive tobacco and nicotine policy, it is a violation for students, staff, visitors, contractors, and others to use, distribute, or sell tobacco or nicotine, including any smoking, electronic cigarette, or vapor device, on district property (including grounds, buildings, and parking areas), at district-sponsored activities on or off campus, and in district vehicles, whether owned, rented, or leased. This policy is in effect at all times, 24 hours per day, seven days a week, 365 days per year.

(cf. 3513.3 - Tobacco, Vape/E-cigarette, Alcohol and Drug-Free Campus)

- J. Possession or use of firearms, deadly weapons, or weapons is prohibited on district property or within any district facility. Board policy addresses limited exceptions.

(cf. 3515.1 - Prohibition of Weapons on School Property)

Possession or use of, or the advertising/promoting of, alcohol, marijuana or marijuana products (CBD, user paraphernalia, etc.), illegal drugs, fighting, betting, or other forms of illegal activities, are prohibited on district property or within any district facility.

- K. Facility Use Agreements include the use of normal furniture, which is usually assigned to a particular area of the facility (i.e., tables and chairs). The Facility Use Agreement Holder will be expected to furnish their own expendable supplies or equipment (basketballs, volleyballs, etc.). There will be no space provided for the storage of supplies or equipment.
- L. The Facility Use Agreement does not authorize the use or operation of any district equipment other than that stipulated in the Agreement.
- M. Facility use is limited to the specified room/area(s) during the specified hours and dates. The Facility Use Agreement Holder/Group shall ensure that the remainder of the facility is not entered. Facilities will be opened at the time scheduled for the activity to begin and closed at the time scheduled for it to end. No activity shall continue beyond the time listed on the Facility Use Agreement. Strict adherence to the scheduled times is mandatory.
- N. Users are responsible for their own setup and take down, and must leave the facility in an acceptable, clean condition. Failure to do so will result in additional custodial charges to the group. However, Facility Use Agreement Holders can make advance arrangements for district setup, take-down, and cleaning services. The Facility Use Agreement Holder will pay for these services at the additional custodial rate.
- O. Extra costs, including labor costs for special services performed by district employees, will be charged to the Facility Use Agreement Holder when they have requested such services on their application form.
- P. If the facility is not used in accordance with specified hours or additional personnel are required, a revised invoice will be issued.
- Q. The District's Building Rentals Representative may revoke a Facility Use Agreement for violation of these rules and regulations that occur or come to the District's Building Rentals Representative's attention after issuance of a Facility Use Agreement.
- R. A Facility Use Agreement may be canceled if a facility is required for district use. An Agreement may also be canceled due to fires, labor disputes, or acts of God, such as epidemics, earthquakes, floods, or abnormal weather conditions (i.e., when the Superintendent of Schools cancels the regular school day).
- S. The District will not be responsible for loss of personal property by individuals or groups when facilities are being used for activities under a Facility Use Agreement.
- T. The District's Building Rentals Representative shall have the authority to impose reasonable conditions in addition to those specified in this section when necessary.
- U. Footwear: Person/group(s) using the school gym or multipurpose area(s) must comply with the following policy restrictions:
 - 1. For sports activities, only non-marking gym shoes will be worn.
 - 2. For bazaars, concerts, or meetings, street and high-heeled shoes may be worn, provided the event only entails people walking on the floor area.
- V. General types of non-school activities prohibited:
 - 1. Any activity not listed in the Building Rental Schedule, including such use by district employees, is prohibited.
 - 2. Public dances are prohibited. All dances must be school-sponsored and limited to the listed membership and guests of the sponsoring organization.
 - 3. The use of district facilities and/or equipment that directly conflicts with private enterprises

in the area is prohibited.

4. Training and exhibition of animals, except in approved areas or when the course of instruction requires the presence of an animal, is prohibited. This does not apply to the use of service animals.
 5. Any physical change, at any time, to the facility (electrical wiring, telephone installation, etc.), or grounds (temporary structures, outbuildings, etc.) without the prior review and written approval of the District's Facilities Management Department Executive Director. It will be the responsibility of the Facility Use Agreement Holder to forward a copy of the approval and arrangements made with the District's Facilities Management Department Executive Director to accomplish the change to the District's Building Rentals Representative no later than five (5) working days prior to the intended use. Decorations or application of materials to walls, ceilings, and floors will not be permitted without prior approval from the Facility Administrator.
 6. No equipment or goods may be removed or transferred from district property for anything other than district functions.
 7. Furniture and/or equipment should not be moved from room to room unless such instructions appear on the Facility Use Agreement and have been approved by the Facility Administrator.
 8. Sleeping overnight in district facilities is prohibited unless the event is district-sponsored and chaperoned by a district-designated monitor.
- W. Non-district-generated pamphlets or other printed material shall not be left on classroom bulletin boards or other school areas.

4.0 COMMERCIAL AND AUDITORIUM ACTIVITIES

- A. In making space available to the public, the District does not wish to compete with private enterprise, the City of Fairbanks, or the Fairbanks North Star Borough. The School Board reserves the right to reject any application for use of a district facility when it believes a commercial City of Fairbanks and/or Fairbanks North Star Borough facility could be utilized.
- B. When an appropriate alternative space is not available for commercial activity, the application will be processed as outlined below:
 1. Completed application form should be received by the District's Building Rentals Representative at least four (4) weeks prior to the activity.
 2. For Fee Category 4 (Commercial) Facility Use Agreement applicants, an estimated invoice for rental fees and other charges will be issued and shall be paid when the Facility Use Agreement is granted. If the District incurs additional costs because of time overrun for scheduled use, additional unexpected custodial service, or property damage, additional invoice(s) will be issued.
 3. A damage deposit in the form of a cashier's check of up to \$10,000 may be required. Required damage deposits shall be due and payable no later than two (2) weeks prior to the event. Damage deposits are refundable to the Facility Use Agreement Holder if the Facility Use Agreement is canceled. A damage deposit will also be refunded within thirty (30) days of a completed event if damage did not occur during the event.
 4. Before using the facility, the Facility Use Agreement holder shall furnish the District's Building Rental Representative with a certificate of insurance evidencing all required coverage in a form acceptable to the Fairbanks North Star Borough and the District. The Facility Use Agreement holder shall obtain and maintain in force, during the term of this Agreement, the insurance coverage specified in this section with an insurance company rated "Excellent" or "Superior" by A.M. Best Company or specifically approved by the Fairbanks North Star Borough's Risk Manager.

- a. Commercial General Liability protecting against liability for both bodily injury and property damage, for limits not less than \$1,000,000 for each occurrence for bodily injury or property damage sustained by one or more persons as the result of any one occurrence.
 - I. The policy shall include a provision that for the term of this Agreement, the policy shall not be canceled, allowed to lapse, or materially altered unless at least thirty (30) days' written notice thereof has been given to the Fairbanks North Star Borough and the District.
 - II. The Fairbanks North Star Borough and the District shall be added and maintained during the agreement term as additional insured and certificate holders in the commercial general liability policy.
- b. Workers' Compensation Insurance at not less than the required statutory limits unless the Facility Use Agreement holder provides:
 - I. a certificate of waiver approved by the Department of Labor; or
 - II. other sufficient written proof and/or affidavit that establishes to the satisfaction of the Fairbanks North Star Borough and the District that the Facility Use Agreement Holder does not have any employees covered by Alaska Workers' Compensation.
5. Applicants for Facility Use Agreements must show that an effort has been made to secure other appropriate facilities before requesting district facilities.
6. The District reserves the right to deny a Facility Use Agreement to a sponsor if the sponsor has previously failed to comply with district policies, rules, or regulations, or cannot demonstrate adequate experience or ability to promote and produce a public performance in district facilities successfully.
7. The District reserves the right to cancel a Facility Use Agreement in the event of fire, labor disputes, or acts of God, such as epidemics, earthquakes, floods, abnormal weather conditions, or for such other reasons if such action is deemed to be necessary and in the best interest of the District. All events will be canceled if the normal school day has been canceled that day, or weekend events will be canceled if the normal school day has been canceled on that Friday. In the event of such revocation or cancellation, the District will refund any advance payment made, and there shall be no claim or right to damages or expenses on the part of the Facility Use Agreement Holder.
- C. If the application is approved, the permittee and the District shall sign a Facility Use Agreement. The Facility Use Agreement will define the terms and conditions of the facility rental. The District may cancel the Agreement at any time if the permittee fails to comply with any of the terms or conditions of the Agreement.
- D. A commitment by the District to provide space exists only after the following items have been received and approved by the District's Building Rentals Representative (refer to Paragraph B. of this Section for additional information):
 1. signed Facility Use Agreement, which includes acceptance of the District's administrative regulations and policies relating to the use of district facilities,
 2. estimated Invoice Payment and/or Damage Deposit(s) if required,
 3. Certificate of Insurance, and
 4. a signed letter stating an effort has been made to secure other appropriate facilities. The letter shall indicate the other facilities, list the name of the person contacted at each facility, and the reason each facility was not utilized.

All required documents have to be signed by the person designated as the Facilities Use Applicant (the person authorized to make the request who is liable for any and all financial

obligations and/or liabilities resulting from this specific activity).

E. Fee Schedule: Refer to Section 6.0, Fee Schedules.

5.0 ASSIGNMENT OF GROUP PRIORITIES

A. Application forms will be processed and Facility Use Agreements will be granted according to the following Priorities:

1. Priority 1 - District Educational Use

The first use of district facilities shall be for district student educational programs and related extracurricular activities. This priority group shall include district-related activities such as PTA-sponsored activities.

2. Priority 2 - Youth Related Use

Public, non-profit groups and organizations open to all school-age children qualify for this priority number. This priority group shall include youth activities by organizations established for school-age youth or events in which school-age youths are the primary beneficiaries. Activities must conclude prior to 9:30 pm.

3. Priority 3 - Local Non-Profit Organizations

Volunteers addressing a public interest through or for a public non-profit organization supported by local, state, or federal government (as compared to nonprofit/special interest groups). Priority 3 encompasses local non-profit organizations. This category shall also include employee bargaining units and all activities sponsored by the federal, state, city, or other governmental entities, as well as adult organizations subject to the exception of activities falling into Priority 6. If admission is charged, all proceeds must be used for cultural, educational, or charitable purposes.

4. Priority 4 - Adult Educational Institutions

Public, non-profit educational organizations providing formal adult education qualify. Priority 4 shall include not-for-profit educational organizations such as colleges, universities, community education programs, or religious education programs where tuition and/or registration fees are required.

5. Priority 5 – Basic

All groups that do not meet the criteria for Priorities 1, 2, 3, 4, or 6 as listed will be placed in Priority 5.

6. Priority 6 - Commercial Use

Private, for-profit group/business(es) requesting a facility for their own group/business. Priority 6 includes activities where:

- a. an individual or a profit-oriented organization earns the profits. The organization of record does not directly contract for the activity.
- b. the individual organization hires, contracts, or gives a percentage reimbursement to an individual or an organization for the promotion of the activity unless sponsored by a school-associated organization.
- c. gate receipts or donations are to be used for partisan or non-partisan political

activities, including political education.

- d. activities from which the sponsor receives a percentage of the gross or net profits.
- e. any net profit is to be used for anything other than a cultural, educational, or charitable activity.
- f. district facilities used for private teaching for which a tuition charge is made, either by a staff member employed by the District or any other outside agency or person. Such activities must have the specific approval of the Superintendent of Schools.

A REGISTRATION FEE for the class shall be considered a tuition charge.

- g. any political candidate conducting a public meeting or campaign activity. This does not apply to current office holders sponsoring community hearings or meetings of an official and deliberative nature in the conduct of their office (such use would be considered as Priority 3).

B. The Building Rentals Representative will make final scheduling decisions.

6.0 FEE SCHEDULES

A. SCHOOL RENTAL FEE SCHEDULE (Per Hour Rates)

Fee Category	Gym Secondary	Gym Elementary	Special Rooms	Regular Classroom	Weekday Service Charge	Weekend Service Charge
1	N/C	N/C	N/C	N/C	N/C	N/C
2	\$15.00/hr	\$6.50/hr	\$6.50/hr	\$5.00/hr	\$5.00/hr	\$50.00/hr
3	\$25.00/hr	\$20.00/hr	\$20.00/hr	\$20.00/hr	\$5.00/hr	\$55.00/hr
4	\$200.00/hr	\$150.00/hr	\$150.00/hr	\$50.00/hr	\$25.00/hr	\$55.00/hr

Ryan Commons	Nonprofit Youth	Nonprofit Adult	Commercial/ Other
Rental Rate	\$6.50/hr	\$20.00/hr	\$150.00/hr
Weekday Service Charges	\$5.00/hr	\$5.00/hr	\$55.00/hr
Weekend Service Charges	\$50.00/hr	\$55.00/hr	\$55.00/hr

Kitchen use may require a district Nutrition Services employee on duty, paid by the user group.(except school-sponsored activities). (See Kitchen Use Section 1.4.B.)

DEFINITIONS

FEE CATEGORY 1:

- School-related activities (in-service, staff meetings, school bazaars, PTA, etc.)

FEE CATEGORY 2:

- Youth Groups (Public, nonprofit groups/organizations open to all school-age children that provide youth activities in which school-age children are the primary beneficiaries.)

FEE CATEGORY 3:

- Adult Education (Public, nonprofit educational organizations providing formal adult education.)
- State, Local, and Federal Government Groups
- Local Non-Profit Organizations
- Basic Groups (All groups that do not meet criteria for Categories 1, 2 & 4.)

FEE CATEGORY 4:

- Private, for-profit commercial Groups (Private, for-profit groups/businesses)

Facility Use Agreement Processing Fee of \$30.00 for each Facility Use Agreement issued (not applicable to Fee Category 1).

New Fees Effective Date: July 1, 2025

B. AUDITORIUM FEE SCHEDULE

An event is defined as one activity in an 8-hour block of time (calculated from when the group begins using the facility until the group leaves). An additional “over hours” charge will be assessed for every hour of use beyond an initial 8-hour block of time per required staff member.

Location	Non-Profit Organizations		Commercial/Other Organizations	
	1st Event	2nd Event	1st Event	2nd Event
North Pole High Oehring Memorial Auditorium	\$330	\$220	\$990	\$660
Event Preparation Day(s)	\$110/ day		\$330/ day	
+ 8-Hour Operational Fees	\$100/hr before July 1, 2026		\$100/hr before July 1, 2026	
Friday/Saturday/Sunday	\$200/hr after July 1, 2026		\$200/hr after July 1, 2026	
North Pole Middle	\$110	\$85	\$330	\$250

West Valley - DeWild				
Event Preparation Day(s)	\$45/ day		\$135/ day	
+ 8-Hour Operational Fees	\$50/hr before July 1, 2026		\$50/hr before July 1, 2026	
Friday/Saturday/Sunday	\$100/hr after July 1, 2026		\$100/hr after July 1, 2026	
Lathrop High School	\$825	\$600	\$3,025	\$2,475
Hering Auditorium				
Event Preparation Day(s)	\$275/ day		\$825/ day	
+ 8-Hour Operational Fees	\$100/hr before July 1, 2026		\$100/hr before July 1, 2026	
Friday/Saturday/Sunday	\$200/hr after July 1, 20266		\$200/hr after July 1, 2026	
West Valley High	\$495	\$330	\$1,650	\$1,210
Performing Arts Center				
Event Preparation Day(s)	\$175/ day		\$660/ day	
+ 8-Hour Operational Fees	\$100/hr before July 1, 2026		\$100/hr before July 1, 2026	
Friday/Saturday/Sunday	\$200/hr after July 1, 2026		\$200/hr after July 1, 2026	

New Fees Effective Date: July 1, 2025

The use of Hering Auditorium, West Valley Performing Arts Center, or North Pole High Oehring Memorial Auditorium requires the employment of the Theater Tech, plus at least one monitor/custodial person. The use of DeWilde and North Pole Middle requires the employment of a monitor/custodial person. All associated personnel fees are costs to be paid by the rental group. (See Section C. on the next page.)

Additional costs for monitor, custodial, and nutrition services personnel will be charged to the rental group as required.

School-sponsored activities (involving students) will be at no charge.

C. PERSONNEL AND SPECIAL SERVICES FEE SCHEDULE

Theater Tech	Nonprofit	Nonprofit	Commercial/Other
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	Youth \$50.00/ hr	Adult \$55.00/hr	\$55.00/hr.
Monitor/Service Charges (includes Custodial and Nutrition Services Personnel)	Nonprofit Youth Weekday: \$5.00/hr Weekend: \$50.00/hr	Nonprofit Adult Weekday: \$5.00/hr Weekend: \$55.00/hr	Commercial/Other \$55.00/hr.
Shipping & Receiving Equipment Delivery	\$95.00/ trip		

New Fees Effective Date: July 1, 2025

6.1 Waiver for Placement Change

- A. A user group seeking a change in fee category placement, or a waiver of, or reduction of, a rental fee, must submit a petition in writing to the District's Building Rentals Representative a minimum two (2) weeks prior to the event. The Superintendent of Schools shall make the final decision and notify the group within one (1) week after receipt of the petition. Waivers will be valid for the period of time specified on the Facility Use Agreement and will not carry over from one year to the following year.
- B. School district employees may not request waivers on behalf of user groups. Waivers are typically granted for those events that benefit Fairbanks North Star Borough School District school-age children and for the rental fees for room charges only; personnel fees will not be waived.

7.0 FISCAL CONSIDERATIONS

- A. The following factors are utilized in computing facility use costs and charges:
 1. Operational costs include utilities, staffing, and custodial services.
 2. Special service costs will be charged if an applicant requests special support services such as Shipping and Receiving services for deliveries of furniture not normally located in the facility, custodial/monitor time for furniture or equipment set up/ relocation, special clean up, etc. Such services will be outlined on the application form at the time the application is submitted. Building Monitor costs will be charged for activities scheduled when building staff are not scheduled in the buildings, such as weekends and holidays (not applicable to Fee Category 1).
 3. Facility Use Agreement Processing Fee assessed for all Facility Use Agreements issued (not applicable to Fee Category 1).

8.0 BASIS FOR FEE REQUIREMENTS

- A. Fee Category 1
 1. District Educational Use and School-Sponsored Activities:
 - a. No charge
- B. Fee Category 2

1. School-Age Youth-Related Organizations:
 - a. Facility Use Agreement Processing Fee
 - b. Rental charge to include operational costs as outlined in Section 7.0 Fiscal Considerations A.1
 - c. Any charges for special services incurred as outlined in Section 7.0, Fiscal Considerations, A.2
 - d. Regular fees for Auditorium usage

C. Fee Category 3

1. Adult Educational Institutions, State, Local, and Federal Government Groups, Local Non-Profit Organizations, and Basic Groups:
 - a. Facility Use Agreement Processing Fee
 - b. Rental charge to include operational costs as outlined in Section 7.0, Fiscal Considerations, A.1
 - c. Any charges for special services incurred as outlined in Section 7.0, Fiscal Considerations, A.2
 - d. Regular fees for auditorium usage

D. Fee Category 4

1. Commercial Use:
 - a. Facility Use Agreement Processing Fee
 - b. Rental charge to include operational costs as outlined in Section 7.0, Fiscal Considerations, A.1
 - c. Any charges for special services incurred as outlined in Section 7.0, Fiscal Considerations, A.2
 - d. For-profit fees for auditorium usage

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Revised: January 2006 - Effective: July 1, 2006

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Revised: December 8, 2014

Revised: April 22, 2015 - Effective: July 1, 2015

Revised: March 15, 2016 - Effective: July 1, 2016

Revised/Effective: July 1, 2025

Adopted: July 1, 2000

Fairbanks North Star Borough School District
