Policy:1330 AR

Section: 1000 - Community Relations

Use of School Facilities

USE OF SCHOOL FACILITIES

Individuals and/or organizations requesting use of the Mat-Su Borough School District's facilities for events outside bell-to-bell hours and occurring in common areas (including large / small gyms, library, theater, commons, labs, kitchen, fields, or classrooms for one purpose) agree to the following terms and conditions. Facility use may be denied by the District when necessary to facilitate cleaning, repairs, and/or maintenance. Use of facilities during professional development days, teacher conference days, and teacher workdays is not permitted, but may be approved on a case-by-case basis, dependent on available resources. Due to lack of staffing, indoor use of the facilities is not permitted on any holiday, or during the winter, spring, and summer breaks unless approved by the school district's Facilities department. The District has the right to revoke a facility use agreement for violation of these terms and conditions after issuance of the agreement.

Conditions of Use

1. No person shall be entitled to the use of a District facility except for scheduled school activities, unless a Facility Use Agreement for such has been issued. A District employee must be present (i.e., teacher, principal, custodian, etc.) for any event inside a building and must remain throughout the duration of the event. The designated District employee maintains the responsibility for securing the building and/or grounds upon the completion of the event.

2. All school and/or school district rules shall be followed.

3. Individuals/organizations must meet the following insurance requirements and sign an indemnity agreement to hold the school district harmless from any injuries or property damage that may occur while using district facilities:

    a. A Certificate of Insurance listing the Mat-Su Borough School District as "Additional Insured" shall be provided to MSBSD with general liability limit in the amount of $500,000 per occurrence, $1 million aggregate unless the District waives this requirement in writing for a Sponsoring Individual/Organization using the facilities for not-for-profit activities not considered risky or hazardous.

    b. The sponsoring individuals/organizations shall sign an indemnity agreement which shall read, "To the fullest extent permitted by law, Sponsoring Individual/Organization shall indemnify, defend, and hold the MSBSD harmless from any claims, lawsuits, or liability, including costs and attorney's fees, for losses, damages, death, or injuries to persons or property, which arise out of or result from the Sponsoring Individual's/Organization's use of MSBSD facilities."

4. Sponsoring individuals and organizations shall provide adequate and competent adult supervision for all events. Chaperones shall stay with the group throughout the duration of the event. No person is allowed in any other area of the school except for the area that has been reserved for facility use.

5. The sub-leasing for a District facility is prohibited.

6. Use or possession of alcoholic beverages and/or illegal drugs, including tobacco and marijuana, is prohibited.

7. Possession or use of firearms or deadly weapons is prohibited on District property or within any District facility unless otherwise exempted in writing by the District in advance of the event.

8. Sponsoring individuals/organizations representing partisan or religious groups must walk through the area used to ensure that partisan or religious information, literature, or documents are removed.

9. Commercial use of schools is prohibited unless authorized, in writing, by the District.

10. Fire and safety regulations must be followed.

11. Installation of equipment or alteration of the facilities is prohibited. The use of materials, furniture, or equipment that affect the condition of the floor, walls, or other building parts is prohibited.

12. The District is not responsible for loss of or damage to personal property.

13. Kitchen use requires the approval of the Nutrition Services Supervisor and the presence of Nutrition Services support personnel. Fees may be applied. The sponsoring individual/organization is responsible for leaving the kitchen in a clean and acceptable condition.

14. Sale of concessions during non-school activities is limited to the approved outdoor booth and approved indoor kitchen/serving areas. Health permits are the responsibility of the applicant. Any food preparation or service for the public requires a permit from the Dept. of Environmental Conservation.

15. Sponsoring individuals and organizations are responsible for their own set-up and take- down, and must leave the facility in an acceptable, clean condition. Failure to do so may result in additional custodial charges.

16. The District has the right to charge a facilities fee if the event is for-profit during the weekday.

17. The District has the right to require a custodian if an event is over 15 people and/or food is involved during the event.

18. **Please Note:** This reservation is only for the room(s) and/or space(s) listed. Only permanently mounted equipment is available for use. All other equipment on location

may be available upon request if approved in writing by school administration. Charges may be assessed for such use. The District reserves the right to require custodial staff and/or supplies for events. A determination about what facility support is required will be made by the Facilities Department as part of the facility use request process, this includes turf fields.

19. Snow and ice removal may not be conducted on weekends. It is the event organizer's responsibility to assess the safety conditions of the grounds prior to the scheduled event.

20. Animals are prohibited in school facilities and outside on school grounds, except for the use of service animals and/or their presence is preauthorized by the district (i.e., police K-9 training).

21. Cancellation must be made 48 hours in advance or facility use charge will incur.

22. Cancellations for events scheduled for weekends must be submitted in writing by 12:00 PM on the Wednesday prior to the event.

23. A "no-show" fee of $120 will be charged after the second "no-show", regardless of if the facility use is at an elementary or a secondary school.

24. Failure to use a scheduled facility for two consecutive dates may result in automatic cancellation of the facility use request.

25. A late fee of $30 for non-payment of an invoice will occur 30 days after it is past due.

26. After 60 days of an invoice being past due; all future requests will be denied, and any upcoming approved events will be cancelled.

Procedures for Requesting Facility Use:

Facility use requests must be submitted via the Community Use portal or Arbiter at least two weeks prior to the date the facilities are to be used. This provides adequate time for the Facility Use Coordinator to find custodial support and have the building lights and fans scheduled to support the event. Events may not be scheduled earlier than 180 days prior to the event date, on a first come, first serve basis.

The Facilities Department or authorized designee is responsible for collecting all fees. Please refer to BP 1330 Use of School Facilities for the facility use fee schedule.

The Facilities Department or authorized designee will coordinate schedules with the principal to ensure curricular and co-curricular activities have first priority. When a curricular or co-curricular event supersedes an already scheduled event, the principal must obtain permission from the Office of Teaching and Learning if the cancellation is within two weeks of the previously scheduled event.

NOTE: To qualify as a non-profit organization, the following documentation must be updated annually and filed in the Facilities Department:

- A current letter from the IRS indicating exemption from federal taxes or appropriate documentation.
- The name, address, and contact number(s) for the current Board of Directors.
- Mat-Su Non-Profit Youth: Any organization that works solely with youth groups below the age of 18 and holds a 501(c)3 status and documentation.
- Non-Profit Adult: Any organization that works with a mixture of youth and adults and holds a 501(c)3 status and documentation.

Matanuska-Susitna Borough School District

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