Community Use of School Facilities

General Guidelines

A. The use of school facilities will be under the general supervision of the Business Manager. There will be no use of school facilities or grounds without a signed agreement.

B. Initial arrangements for the use of school facilities will be conducted by the school principal. The principal shall be responsible for maintaining proper relationships with clients that make application to use the facility. The principal or his/her designee must always be on duty when a school building is being used by outside clients.

C. Any client using school property shall, in writing, indemnify and save harmless the Board of Education, the individual members thereof, and any officials or employees, of and from any loss, damage, liability, or expense that may arise during, or be caused in any way, by such use or occupancy of school property.
   - In the event property loss is incurred as a result of the use of the facility the amount of damages shall be decided by the principal in consultation with the Director of Maintenance and Operations. The client will be billed for the damages. Such agreement shall be signed by an officer of the organization.

D. Any organization using school property shall comply with the sex offender on school property provisions contained in NDCC 12.1-32-15, NDCC 12.1-20, and Administrative Policy 3435/7435.

E. When one of the following conditions exists, the principal shall confer with the Business Manager before making a final decision regarding the use of the facility:
   - The client's purpose and objectives are not clearly identified, or
   - The program or its participants may cause unusual public concern or disturbance, or
   - There is questionable use in terms of the guidelines within this regulation.

F. The principal may refer applications to other schools in the district if his/her facility is unavailable or another facility could better meet the request of the client.

G. Continued use of school facilities is contingent upon the client taking proper steps to protect school property, to ensure complete safety, and to reimburse the Board of Education for expenses. If a principal feels the facility is being misused by any client, it is the duty of the principal to point out the problem to the client so that misuses will be stopped. If problems continue to occur, the principal shall report this to the Business Manager who will review the complaint and determine whether the client should be prohibited from any further use of the schools.

H. Permits for the use of facilities shall be issued only if the client is organized and has responsible officers. When a client requests the use of school facilities, they may be required to submit additional information on the purposes and objectives of the organization and on the purpose of the requested use of facilities. The client shall also file the names, addresses and phone numbers of their officers or leadership personnel with the District.

Rental Charges

A. Facility usage fees are based on the type of client, the facility requested, and time of usage. All clients will pay the District for its out-of-pockets costs for usage including, but not limited to: direct labor, utilities and custodial supplies. No group delinquent in payment for use of a building will be approved for subsequent use of school facilities. Only the Superintendent or Business Manager may negotiate rental contract terms and conditions.

<table>
<tr><th></th><th>Category 1</th><th>Category 2</th><th>Category 3</th></tr>
<tr><td></td><td>School Based and Government*</td><td>Non-Profit and Not-For-Profit**</td><td>For-Profit/ Private/Fundraising</td></tr>
<tr><td colspan="4">Space Rates</td></tr>
<tr><td>Gymnasium (Single)</td><td rowspan="5">Out of Pocket Costs Only</td><td>$25/hour</td><td>$50/hour</td></tr>
<tr><td>Gymnasium (Double)</td><td>$50/hour</td><td>$100/hour</td></tr>
<tr><td>Locker Rooms</td><td>$10/hour</td><td>$25/hour</td></tr>
<tr><td>Multipurpose/Commons</td><td>$25/hour</td><td>$50/hour</td></tr>
<tr><td>Classroom</td><td>$15/hour</td><td>$30/hour</td></tr>
<tr><td>Concession Stand</td><td colspan="3">$100/event (no equipment usage)</td></tr>
<tr><td>Swimming Pools</td><td colspan="3">$200/hour</td></tr>
<tr><td>Stadium</td><td colspan="3">$125/hour or $750/event</td></tr>
<tr><td>Field Lights</td><td colspan="3">$200/event</td></tr>
<tr><td>Kitchen</td><td colspan="3">Contact Director of Nutrition Services</td></tr>
<tr><td>Theatre</td><td colspan="3">Not Available</td></tr>
<tr><td colspan="4">Labor Rates</td></tr>
<tr><td>Custodial/Kitchen Monday-Friday</td><td colspan="3">$35/hour</td></tr>
<tr><td>Custodial/Kitchen Saturday-Sunday</td><td colspan="3">$45/hour</td></tr>
<tr><td>Event Manager Monday-Friday</td><td colspan="3">$40/hour</td></tr>
<tr><td>Event Manager Saturday-Sunday</td><td colspan="3">$50/hour</td></tr>
</table>

*PTA/PTOs, booster clubs, school-based activities, school board, Fargo Public Schools educational associations, government agencies, Fargo Park District

**Organizations sponsoring programming for the benefit of Fargo Public Schools students

B. School Related Activities Camps

District employees who run extra-curricular camps for the benefit of Fargo Public Schools students and require use of a facility, including, but not limited to athletic camps, will be assessed a fee based on the following participation schedule:

Number of Participants	Hourly Rate
1 - 20	$20.00
21 – 50	$25.00
51 – above	$30.00

Registration fees that are charged only for student activity fundraising efforts and are deposited to the appropriate district Fund 61 account, may request the rental fee be waived. Notation of the account code must be made at the time of application.

Limitations of Use

A. Board policy mandates that clients using school facilities will conduct activities that are orderly and lawful, not of a nature to induce others to disorder. The District prohibits any form of harassment based on race, color, religion, sex, sexual orientation, national origin, age, mental or physical disability, gender expression/identity, genetic information, or status with respect to marriage or public assistance, or status in any group protected by federal or state law.

B. No pets, drinking of alcoholic beverages, use of tobacco products or possession of weapons shall be permitted in school buildings or on school grounds.

C. No gambling, unless a permit is secured through the City of Fargo. Copy of such permit must be submitted with application. (*For permit information please contact the Fargo City Auditor's Office at 701-241-1304).*

D. The primary purpose of rentals should be for the benefit of Fargo Public Schools students. School buildings shall not be used for personal events such as parties and celebrations.

E. Clients, other than school PTA and related parent groups using the schools, may place temporary identification signs on the school grounds only during the actual hours the school is used.

F. The use of the building should in no way restrict or limit the normal instructional program carried on during regular school hours. Only school equipment listed in the fee structure may be used during the rental.

G. The hours of use shall be restricted to the period from one hour after the school day ends to midnight on weekdays; Saturdays from 6:00 a.m. to 11:00 p.m.; and Sundays from 12:00 p.m. to 11:00 p.m. In some instances, there may be deviations from these hours permitted by the principals if such deviations will in no way limit or restrict the school instructional program. Buildings must be vacated promptly at specified times.

H. Non-school and summer availability of rentals will be determined in consultation with the Director of Maintenance and Operations to not interfere with facility maintenance.

I. Facilities are not available for usage on the following days, except as expressly approved by the Superintendent:
   - New Year's Day
   - Martin Luther King Jr. Day
   - President's Day
   - Good Friday
   - Memorial Day
   - Juneteenth National Independence Day
   - Independence Day

- Labor Day
- Indigenous People's Day
- Veteran's Day
- Thanksgiving Day
- December 24 (p.m. if a regular workday)
- Christmas Day
- December 31 (p.m. if a regular workday)

J. All permits for use of schools shall be automatically canceled when schools must be closed due to inclement weather or other conditions such as energy curtailment. Payments made will be returned under these circumstances, or renter may reschedule at no charge upon school and Business Office approval.

K. A client may cancel its contract without penalty if written notice is given to the Business Office a minimum of one week in advance of the scheduled rental.

L. Clients must provide adult supervision in each room included in the contract. No students will be allowed in any part of the building without supervision. Client is responsible for controlling access to the building and limiting access to only those persons that are part of the organization and space rented.

M. In no case can a contract be transferred from one client to another.

N. Use of school facilities shall comply with all state and local fire, health, safety and police regulations.

O. The use of school kitchen and/or kitchen equipment must be requested on the Application for Use of Kitchen and approved by the Director or Nutrition Services. A District food services staff member must supervise the use of equipment. Charges may apply for use of the kitchen equipment and/or to have a food service staff member present for the event. Individual schools have the final say in operating a concession stand.

P. Use of swimming pool facilities require a certified lifeguard be in attendance at all times and is the responsibility of the client. (Refer to AP 3512/5512)

Application

A. Clients shall submit application at least five business days before the requested event date to the principal or designee of the school on form provided for that purpose and appropriately filed with the Business Office.

B. Reservation requests will be reviewed and subject to approval based on criteria which includes:
   - availability of facility and personnel;
   - amount and type of space needed;
   - priority and nature of the activity; and
   - client's commitment to providing payment of fees and/or proof of liability insurance

C. General usage applications may be submitted any time throughout the year and will be reviewed on a first-come, first-serve basis as they are received by the principal.

D. Applications for continual usage during the fiscal year (July 1 through June 30) will be acted upon on a first-come, first serve basis beginning June 1 for the following year and require Business Office approval.

E. Once the application has been approved by all appropriate parties within the district, a rental contract will be issued through the Business Office and the event will be added to the appropriate district calendar(s).

F. In the event the use of a school involves the receipt and/or storage of supplies and equipment, this factor must be included as a part of the application.

G. The rental contract must be electronically signed by the client at least 48 hours in advance of the desired use date in order to avoid cancellation of reservations and/or the rental contract. Use of District space will not be permitted without a signed contract.

H. The permission extended to any client to use buildings and/or grounds shall expire automatically at the end of the fiscal year in which such permission is granted.

I. Equal rights and privileges will be afforded to all clients seeking to utilize space. No one client will be allowed to monopolize the use of space.

J. An event manager is required to be present at every reservation, whether for ongoing practices, or for a large event. The event manager is responsible for enforcing all district policies and expectations related to facility rentals, as well as being the point of contact for potential district questions and concerns. Event manager information will be collected, in addition to the client's information, on all facility rental applications and will be shared with district event staff as appropriate. Additional charges may be required.

Payments

A. Client shall make its check payable to Fargo Public Schools and submit to the Business Office at 700 7th Street South, Fargo, ND 58103. All payments will be made in advance except for payments from other governmental units. Governmental units will be invoiced immediately following usage.

B. Clients wishing to pay via credit card will be charged an additional per transaction fee of $2.00 and 3.99% in order to cover processing fees.

C. Clients submitting applications for regular meetings throughout the year shall arrange to make payment prior to each meeting or may make arrangements for payment with the Business Office that are acceptable to both parties.

10/07/68
10/18/77
05/09/78
03/10/81
03/13/90

09/14/93
11/14/95
03/15/96
9/5/03
2/08
8/08
12/22/11
8/2013
7/2014
11/2018
07/01/2019
9/2019
1/2020
10/2021
Revised 7/2023
Revised 11/2024
Revised 9/2026

APPLICATION FOR USE OF BUILDING

_____ of _____ herewith seeks permission to use _____ school building on _____ between the hours of _____ and _____ ____.M.

# of Participants/Spectators: _____ # of Tables/Chairs Needed: _____ Who will setup? Client FPS

Concessions: Y N Non-Profit 501(c)3: Y N Admission Charged: Y N Fee Charged for Participation? Y N

Fund 61 Account (if applicable):

Purpose of Rental including Group Participants:_____

If such permission is granted, we agree to the following conditions:

1. Use shall be limited to the following areas:_____
2. We shall assume and pay to the Fargo Public Schools the cost of replacing or repairing any damage to school property or equipment occasioned by our use of the building.
3. We agree to hold harmless and indemnify the Fargo Public Schools, its members, officers and employees, from and against any and all claims, loss, damage, expense and liability for injuries to persons and property, claimed or alleged to be caused for any reason while the above premises are used and occupied by us. The execution of this application by an officer of our organization shall be effective to bind this organization to all the terms and conditions thereof.
4. Any organization using school property shall comply with the sex offender on school property provisions contained in NDCC 12.1-32-15, NDCC 12.1-20, and AP 3435/7435. Use of weapons, tobacco and liquor shall be strictly prohibited.
5. Adult supervision must be provided during entire time of contracted use and, upon request, our organization will provide the school district a certificate of insurance documenting liability coverage with limits of no less than $500,000.
6. Kitchen use: Complete and include the Application for Use of Kitchen.
7. Swimming pool use: We agree to have a certified lifeguard in attendance at all times at the swimming pool during the time we are using the pool in compliance with AP 3512.5512. Fargo Public Schools does not furnish towels.
8. We agree to make full payment prior to usage unless other arrangements are made.
9. We shall comply with all terms and conditions of Board of Education Policy #3510 – Community Use of School Facilities.

Requested by: _____
(Authorized Officer, Title)

Organization: _____

Address: _____

City: _____ **State:** _____ **ZIP:**_____

Phone: _____

E-mail: _____

Signature: _____

Date: _____

Return this form to Fargo Public Schools District Office 700 7th Street South, Fargo, ND 58103
fax to 701-446-1200 or email to rentals@fargo.k12.nd.us

APPLICATION FOR USE OF KITCHEN

(to be submitted with Application for use of Building)

State and federal regulations require the District to maintain kitchen facilities in conformance with all sanitation and health standards as stated in regulations established by the U.S. Food and Drug Administration, Fargo Cass Public Health, and the USDA School Lunch Program. These standards must always be met, including when kitchen facilities are used for functions other than school meal preparation.

Groups requesting use of the kitchen facilities for the purposes of preparing and selling food for personal profit will first need to obtain a Temporary Food Event Permit with the Fargo Cass Public Health Department. Approval of use of school kitchen facilities or equipment will be made by the Nutrition Services Director's assessment of availability and level of risk to the public or equipment.

When approved, the following guidelines apply:

School Administration will assume responsibility for supervision of the use of the kitchen or equipment there within when the use is limited to accessing water for preparing beverages, sinks for water and washing, and countertops and refrigeration for temporary storage.

A nutrition services staff person will be required to be present for supervision when the use of the kitchen involves the handling of food, other than prepackaged ready to eat, in any manner. The staff person retains authority to direct actions of the group to ensure the safety of the public and equipment.

The time incurred by the staff person will be charged to all types of groups at the associated hourly rate. Groups may request exemption from the required staff and associated fee if they have their own trained individual present at all times. An acceptable trained individual must have documentation of receiving training in food safety and sanitation within the last five years. Training in ServSafe or a comparable program meets this requirement.

Type of Use (please mark X):

_____ Kitchen facility use is limited to access to water for the purpose of preparing beverages, to sinks for water and washing, to countertops and refrigeration for temporary storage.

_____ Kitchen facility use for the purpose of handling food with the exception prepackaged ready to eat food items. A nutrition services staff person will be scheduled to be present and supervise during use for a fee.

_____ The client will always have an individual present who has received training in food safety and sanitation and documentation of training will be provided upon request. The individual's name and phone number are _____

Return this form to Fargo Public Schools District Office 700 7th Street South, Fargo, ND 58103
fax to 701-446-1200 or email to rentals@fargo.k12.nd.us

LIST OF GYM SIZES

School	No. of Gyms	Available Courts	Surface
McKinley	1	1	Poured
Madison	1	1	Poured
Longfellow	1	Main court, 2 cross courts	Poured
Washington	1	Main court, 2 cross courts	Poured
Roosevelt	1	1	Poured
Horace Mann	1	1	VCT
Ed Clapp	1	1	Poured
Jefferson	1	1	Poured
Eagles	1	1	Poured
Hawthorne	1	1	VCT
Clara Barton	1	Main court, 2 cross courts	Poured
Lewis and Clark	1	1	VCT
Lincoln	1	1	VCT
Centennial	2	Old gym, 1 court	VCT
		New gym, main court (2 cross crts)	Poured
Bennett	1	1	Wood
Kennedy	1	1	Poured
Ben Franklin	2	Upper gym, main court (2 cross crts)	Wood
		Lower gym, main court (2 cross crts)	Wood
Carl Ben Eielson	2	North gym, main court	Wood
		South gym, main court (2 cross crts)	Poured
Discovery	2	North gym, main court (2 cross crts)	Wood
		South gym, main court (2 cross crts)	Wood
North High	2	Dome, main court (2 cross crts)	Wood
		Fitness center, (2 cross crts)	Wood
South High	2	Dome, main court (3 cross crts)	Wood
		Auxiliary gym, (2 cross crts)	Wood
Davies High	2	Gym 1, main court (2 cross crts)	Wood
		Gym 2, 2 cross courts	Wood
Agassiz	2	East gym, main court	Wood
		West gym, main court	Wood

****In gyms where there is the main court and cross courts, they cannot be used at the same time. It is an either/or use.****