

Table of Contents

	Facility Use Handbook
Outstanding Balances/Overd	due 12
Changes and Corrections to Invoices	12
Cancellation Policy	12
Payments for Facility Rentals	s 11-12
Prohibited Activities	11
Special Events	11
General Conditions	10-11
Facility Use Fees	7-9
User Categories	6-7
Insurance and Indemnification Requirements	on <u>5-6</u>
General Information	4

FACILITIES USE HANDBOOK

I. General Information

The School Board believes that the district's grounds and facilities should be accessible for community purposes, as long as this use does not conflict with the primary educational functions. The use of facilities owned, operated, or maintained by the Board for educational programs must follow Board Policy (po7510) and district procedures.

Reservations cannot be made during student attendance times, including but not limited to arrival, instructional periods, and dismissal. Rental periods must encompass setup, the event/activity itself, and breakdown. Facilities should be used to the greatest extent possible to ensure cost effectiveness and efficiency whenever possible. Rental requests should be provided in writing within seven (7) days of event via email to acpsrentals@gm.sbac.edu. If request is made within less than the required seven (7) day period, the approval for the request will be at the discretion of the site administrator. All rental requests should include date of event, start and end time, site location, facility space for event, purpose of activity, contact person, and any additional information that would be pertinent to the event and rental space. A rental agreement will be considered fully executed when signatures from both parties accompanied by appropriate supplemental documentation in order for the rental space to be secured.

At the end of the event, users must remove all equipment, property, and materials, unless otherwise authorized in writing by the school principal or site administrator. Permanent equipment installation or improvements to school property by users is prohibited.

Users should not allow or permit any use, consumption, storage, or possession of any of the following items on School Board facilities:

- 1. Alcoholic beverages, smoking, illegal or harmful drugs (Board Policy 7510);
- 2. Gambling devices of any kind (Board Policy 7510);
- 3. Any Weapons, firearms, and/or destructive devices (Board Policy 7217);
- 4. Hazardous, flammable, or explosive materials, including but not limited to, flammable materials or liquids, candles, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics (Board Policy 7217);
- 5. Smoke or haze generating devices;
- 6. Animals (except service animals) (Board Policy 8390);
- 7. Amusement rides or attractions, including but not limited to, trampolines of any kind, enclosed or air-supported structures of any kind, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow activities or equipment or devices;
- 8. Any other substance material, or items prohibited by law or the Florida Fire Prevention Code; or
- 9. Any items deemed a safety hazard by the School Principal or Risk Management to present a safety hazard to persons or property.
- 10. Small Unmanned Aircraft Systems (Board Policy 7440.03)

All users bringing equipment or engaging third-party vendors must submit documentation for review and approval by the principal or site administrator and Risk Management. No equipment may be brought in without prior approval. All required documentation regarding services/equipment/third-party vendors should be emailed to acpsrentals@gm.sbac.edu. Failure to disclose or submit this documentation will result in the cancellation of the reservation request.

II. Insurance and Indemnification Requirements

All Category II - VI users, excluding non-curriculum student organizations meeting under equal access or other exceptions, must provide a certificate of insurance seven (7) business days prior to the facility use. Failure to provide this within the specified timeframe may result in cancellation of the facility use. If the renter does not have insurance, SBAC recommends <u>GatherGuard</u> for one-day coverage.

- A. Nongovernmental Category II VI users and subcontractors must provide a certificate of insurance showing general liability coverage under an occurrence basis policy. The minimum limits are \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit, covering bodily injury, property damage, personal injury, premises, operations, products, completed operations, independent contractors, and contractual liability. There must be no exclusions for contracted liability. Coverage must be by a carrier with a rating of "A" or better and a financial size category of "VII" or better according to A.M. Best Company. The Board must be named as an additional insured for claims arising from any facility use under this policy. Proof of workers' compensation coverage at state statutory limits must be provided for all contractor or subcontractor employees. A state-issued exemption certificate may be considered in lieu of workers' compensation insurance as deemed appropriate by risk management.
- B. Governmental users must provide evidence of insurance or self-insurance to the limits set forth in F.S. 768.28.
- C. Except as permitted by F.S. 768.28(18), all Category II VI users must agree to defend, indemnify, and hold harmless the Board and its employees for any expense, cost, loss, damage, claim, judgment, or claims bill incurred or rendered against them, including attorneys' fees and investigation expenses (pre-suit, suit, trial, appeal, and post-appeal proceedings) due to any intentional or negligent acts or omissions of the user or its employees, agents, or servants, or any intentional or negligent acts or omissions of the Board or its employees, agents, or servants, or the Superintendent arising from the use of any facility under this agreement.
- D. The certificate of insurance must indicate coverage for all requested facility use dates. If the dates extend beyond the current certificate of insurance coverage period, a separate facility use request must be submitted with an updated certificate of insurance.

The School Board of Alachua County, Florida must be named as the Certificate Holder, and where permitted by law (for all nongovernmental category users), be named as an Additional Insured as follows:

Certificate Holder:

School Board of Alachua County, Florida 620 East University Avenue Gainesville, FL 32601

Description of Operations/Additionally Insured Language:

The School Board of Alachua County, Florida, its members, officers, agents, and employees are named as Additional Insured on the General Liability policy as required by written contract.

Unless the certificate holder and additionally insured language match the above, the certificate will be denied. Current proof of insurance (certificate of insurance - COI) must be emailed and verified within seven (7) business days before the facility is used. Failure to provide the required insurance within the specified timeframe may result in the cancellation of the facility use.

III. User Categories

Facilities owned, operated, or maintained by the Board for educational programs shall be used according to the following category definitions. The Use Category determines the fees charged to the facility user.

A. Category I

The primary purpose of District facilities is to provide spaces for delivering educational services and programs to students. Therefore, activities related to academic programs, student extracurricular activities, School District programs (including staff development and the District extended day care program), and uses defined by the Board/employee union's collective bargaining agreements take precedence over all other uses. Exceptions include community disaster shelter use and student funeral services, for which rental fees will be waived.

All Category I users shall not pay any Facility Use, Utility, Personnel Services, or Other Fees.

Examples of Category I Users:

Any school related function such as school play, choir performance, Alachua County Emergency Management, American Red Cross.

B. Category II

District facilities are also available for non-curriculum related student groups and organizations under the Equal Access Act (20 U.S.C. 4071) as well as various organizations that support school programs without charging a fee for student participation. This includes athletic booster groups, parent/teacher organizations, the Education Foundation for Alachua County.

All Category II users shall pay Personnel Services fees and Other fees (if requested), but no Facility Use or Utility Fees.

Examples of Category II Users:

Athletic Boosters, PTO's, Alachua County Scholastic Chess Association, Good News, School Carnival, Education Foundation for Alachua County

C. Category III

District facilities can be used by other governmental agencies, primarily Alachua County and its various municipal corporations, for programs that do not conflict with Board-operated programs and do not charge a fee for participation.

All Category III users shall pay Personnel Services fees and Other fees (if requested), but no Facility Use or Utility Fees.

Examples of Category III Users:

Alachua County Property Appraiser, Alachua County Supervisor of Elections, Alachua County Municipal Departments.

D. Category IV

Any Governmental agency and <u>non-profit organization</u> that <u>do not charge</u> <u>participants a fee</u>.

**If Category IV users are renting outdoor field space, Facility Use fees will be charged using Category VII fees.

All Category IV users shall pay Utility fees, Personnel Services fees, and Other fees (if requested), but no Facility Use fees.

<u>Examples of Category IV Users (if not charging participants a fee):</u>
Big Sisters Little Sisters, Big Brothers, Gainesville Sports Commission,
Girl's Place

E. Category V

Any Governmental agency and <u>non-profit organization</u> that <u>do charge</u> participants a fee.

**If Category V users are renting outdoor field space, Facility Use fees will be charged using Category VII fees.

All Category V users shall pay Facility Use fees, Utility fees, Personnel Services fees, and Other fees (if requested).

<u>Examples of Category V Users (if charging participants a fee):</u>
Big Sisters Little Sisters, Big Brothers, Gainesville Sports Commission,
Girl's Place

F. Category VI

District facilities are available for non-governmental community users and organizations that charge students to participate in their programs, provided they do not conflict with Category I-V users. This includes **for-profit organizations**, charter schools, church rentals, indoor athletic league use, and programs open to limited public attendance or the general public.

All Category VI users shall pay Facility Use fees, Utility fees, Personnel Services fees, and Other fees (if requested).

Examples of Category VI Users:

Churches, KONA Ice, Funeral Home, Christmas Tree Sales

G. Category VII

This category is for outdoor facilities such as practice or playing fields, basketball courts, tennis courts, and softball or baseball fields. Competition stadiums/fields may have a modified fee. Users generally include organizations like i9 Sports, Gatorball, and Pop Warner football. These users must not conflict with Category I-III users.

**Category IV and V users will be charged using Category VII fee rates if using outdoor facilities.

All Category VII users shall pay Facility Use fees, Utility fees, Personnel Services fees, and Other fees (if requested).

<u>Examples of Category VII Users:</u> i9 Sports, Gatorball, Pop Warner

H. Category VIII

A principal may authorize the use of a school facility by an alumni group for a reunion or by a local community student scholarship group for a fundraising activity for scholarship awards without charging the facility use fee.

All Category VIII users shall pay Utility Use fees, Personnel and Other fees (if requested), but no Facility Use fees.

<u>Examples of Category VIII Users:</u> Any School Alumni Group, Rotary Club

IV. Facility Use Fees

A. Fees are categorized as follows:

- 1. <u>Facility Use Fees</u>: These fees compensate for renting the facility, including normal wear and tear.
- 2. <u>Utility Fees</u>: These fees cover utility costs (electricity, water, sewer, waste disposal) associated with facility use.
- 3. Other Fees: These fees cover additional equipment used and set up fees.
- 4. <u>Personnel Services Fees</u>: These fees compensate school and district personnel costs, such as custodial and site administration services. Additional school board personnel may be needed depending on the nature of the event and will be evaluated on a case by case basis by the administrator.

Collective Bargaining Agreement Article X, Section 2B, states when the administration requires an employee to return to work on other than their regularly assigned shift, the employee shall receive a minimum of two (2) hours' pay at one and one-half $(1 \frac{1}{2})$ times their regular hourly rate.

- B. Fees shall conform to a published schedule approved by the Superintendent and reflect rates charged by comparable governmental entities for similar facilities.
- C. A minimum fee equivalent to one hour of use shall apply (rounding up from minute increments). Multiple uses of a facility on the same day shall incur a minimum of three hours per use.
- D. All Facility Use fees, Utility fees, Other fees and Personnel fees must be paid to the Finance Department of the School Board of Alachua County, Florida, no later than seven (7) calendar days before the scheduled facility use. Failure to make timely payment will result in cancellation of the facility use.
- E. Payment for rental and custodial fees should be deposited into the school's internal account. Once the check is deposited, the school will issue two separate checks, one will be for custodial fees and the other check will be for all rental, utility and other fees. Both checks will be sent to the Finance department along with the Transmittal of Facilities Rental Receipts form (FIN-2425.006) and Internal Accounts Payroll Form (FIN-122-001) to Payroll for custodial hours worked. Finance will bill for reimbursement of the custodial fees through the Internal Accounts (INT) process.
- F. Schools will receive 80% and the District will receive 20% of the facility rental fees, utility fees and other fees. These fees cover the basic usage of utilities and general maintenance wear and tear of the facility.
- G. Rental requests should be submitted through our FMX software system. Requestors should register as a user by going to https://gmsbac.gofmx.com/register-community-member. Once registered as a user, a request may be submitted. All rental requests are reviewed by the school Site Approver, Risk Management and the Building Administrator. If the rental request is approved, an estimate of fees will be emailed to the requestor. The estimate must be approved by the requestor in order to officially book the rental space. All monthly rental fees should be sent to Finance.

These procedures will be subject to annual review and adjustments as directed by the Superintendent.

SBAC FEE SCHEDULES

FACILITY USE FEE SCHEDULE

Per Hour

Facility	Use Rate
Classroom/Portable	\$25/hour
Computer Lab	\$50/hour
Conference Room	\$15/hour
Multipurpose Room	\$50/hour
Auditorium	\$150/hour
Gymnasium	\$100/hour
Athletic Stadium	\$140/hour
Cafeteria	\$50/hour
Kitchen	\$50/hour
Restroom/locker room	\$30/hour
Sports Fields w/o lighting **	\$100/hour
Sports Fields with lighting **	\$150/hour
Parking Lot	\$25/hour

UTILITIES FEE SCHEDULE

Per Hour

Facility	Utilities Rate
Classroom/Portable	\$5/hour
Computer Lab	\$10/hour
Conference Room	\$10/hour
Multipurpose Room	\$15/hour
Auditorium	\$15/hour
Gymnasium	\$30/hour
Athletic Stadium	\$20/hour
Cafeteria	\$20/hour
Kitchen	\$15/hour
Restroom/locker room	\$5/hour
Sports Fields with lighting **	\$15/hour
Parking Lot	\$15/hour

 $[\]hbox{**Rental of the restroom/locker room is optional for these facilities resulting in additional rental costs.}$

OTHER FEE SCHEDULE

Per Hour

Other	Rate
Audio/Visual Equipment	\$25/hour
Piano	\$25/hour
Scoreboard	\$50/hour
Set Up Fees (classroom)	\$25/hour
Set Up Fees (Other)	\$30/hour

PERSONNEL FEE SCHEDULE

Per Hour

Other	Rate
Custodial - Regular Rate	\$25/hour
Custodial - Overtime Rate	\$37.50/hour

All other personnel fee rates are calculated based on the individual providing service, such as Food & Nutrition Services.

Collective Bargaining Agreement Article X, Section 2B, states when the administration requires an employee to return to work on other than their regularly assigned shift, the employee shall receive a minimum of two (2) hours' pay at one and one-half (1 ½) times their regular hourly rate.

V. General Conditions

- A. The Board does not assume responsibility for the security of any property brought onto Board facilities or property by users, their agents, invitees, or participants in activities. Users are responsible for securing their own property and that of their agents, invitees, or participants. The Board disclaims liability for any loss or damage to user property, agents' or invitees' property, or participants' property. Storage of user equipment or property onsite requires prior approval from the school principal or site administrator and Risk Management.
- B. The determination of adequate security, supervision, and custodial services for school facilities rests with the principal or facility supervisor. Users are responsible for compensating personnel services.
- C. Use of school food service facilities requires supervision by a food service employee, as determined by the Director of Food & Nutrition Services or their designee.
- D. Sponsors or vendors of school or community events involving outside food or beverages must notify the local Public Health Department at least three (3) days before the scheduled event.
- E. Users will be invoiced for custodial, food service supervision, administrative supervision, or other necessary personnel services. Under no circumstances will the personnel fees be paid directly to the individual providing these services. Users will be responsible for providing law enforcement, if required for the event.
- F. All agreements for school facility use must be reviewed and approved by the school principal and appropriate authorities, including Risk Management. Agreements for non-school facilities require approval from the Assistant Superintendent of Operations and/or Risk Management. Initial agreements are limited to six (6) months, with requests not exceeding one (1) year.
- G. The Board may approve facility use agreements exceeding one (1) year upon recommendation of the Superintendent and consideration of the District's mission and community benefits. Such agreements, drafted by the General Counsel, require user agreement to reasonable terms and conditions, including facility use fees, utility fees, facility protection, and use restrictions.
- H. Restroom facilities are available to all organizations using school facilities. Locker facilities may be available to Category V users if they meet insurance and indemnification requirements and general conditions.
- I. Participation in user activities is open to all persons without discrimination based on criteria outlined in F.S. 1000.05, Florida Educational Equity Act, or any other legally prohibited basis.
- J. Drones may not be used at school or district events without express written consent from Superintendent (<u>Board Policy 7440.03</u>).

- K. Third-party renters (Category II, III, IV, V, and VI) will not be provided with keys or codes to any School Board of Alachua County, Florida/ACPS facilities.
- L. Schools/sites must enter a work order for internal events at least three (3) business days prior to the event to allow adequate time for HVAC scheduling.

VI. Special Events

Special Events encompass activities organized by the school, PTA/PTSA, PTO, Booster Club, Foundation, and others, aimed at promoting or benefiting SBAC, its students, and the community. These events must be registered with Risk Management for approval, as they must meet specific criteria to occur on school property. In some cases, onsite inspections by the SBAC Fire Officer and/or Fire Safety Inspector may be required.

Examples of Special Events include carnivals, festivals, movie nights, dances, fundraisers, reward parties, presentations, parades, food trucks on SBAC property, interactive rentals, performances, inflatables, homecoming events, and marathons.

To host a Special Event, organizers must contact the Risk Management Department at least thirty (30) days before the event date.

VII. Prohibited Activities

Users are prohibited from allowing or permitting the use, consumption, storage, or possession of the following items on School Board Facilities by the user, its agents, employees, attendees, volunteers, invitees, guests, or participants:

- A. Possession or use of alcoholic beverages;
- B. Possession or use of controlled substances;
- C. Gambling;
- D. Smoking or other tobacco product use as per Board policy;
- E. Possession or use of firearms, except by law enforcement officers;
- F. Dangerous animals;
- G. Programs in violation of Florida statutes or Board policies.

VIII. Payments and Facility Rentals

Payments for facility rentals must be made using a check, credit card or ACH/echeck and are due no later than ten (10) business days before the event to ensure clearance before use. Additionally, payments can be submitted online through a payment link provided by the SBAC Facility Use Contact.

A damage deposit may be required (Board Policy 7510).

IX. Cancellation Policy

If the cancellation of a booking is prompt, the School District has the opportunity to lease the space to other organizations. Facility use and utility fees are fully refunded if notice is given more than seventy-two (72) hours in advance. If notice is provided within seventy-two (72) hours, the following refund schedule applies:

- A. Seventy-two (72) hours notice or more: Full refund of fees paid.
- B. Forty-eight (48) hours notice but less than seventy-two (72) hours: Fifty percent (50%) refund of fees paid.
- C. Twenty-four (24) hours notice but less than forty-eight (48) hours: Twenty-five percent (25%) refund of fees paid.
- D. Twenty-four (24) hours notice or less: No refund.

X. Changes and Corrections to Invoices

- 1. Users are required to submit a written request to the school's site administrator for any changes to a previously approved reservation at least three (3) business days before the event. Changes must be approved by the school in writing.
- 2. Corrections, cancellations, and changes to facility rental invoices must be confirmed in writing by the school. No revisions will be made to any invoice more than 30 days after the scheduled facility rental.
 - C. If a facility rental event concludes earlier than the time specified in the rental reservation, the user is not entitled to a refund of any rental costs, Facility Use fees, Utility Use fees, Personnel Services fees, or equipment rental fees that were obligated, agreed upon, and/or paid.

XI. Outstanding Balances/Overdue Accounts

Facility users who have unpaid balances or overdue accounts will not be allowed to use SBAC facilities until the outstanding balance is settled.



Contact Information

- +352-955-7300
- □ acpsrentals@gm.sbac.edu
- 🏠 620 East University Avenue Gainesville, FL
- www.sbac.edu

