

COMMUNITY USE OF SCHOOL FACILITIES

The School Board recognizes that use of the district's facilities by outside organizations can benefit the general public of Volusia County. The School Board believes that the school district facilities should be made available for community purposes, provided that such use does not detract from the original and necessary purpose of the property or interfere with the educational program of the schools. The Superintendent may authorize the use of school district facilities by outside organizations, in accordance with the terms of this policy. The participation by outside organizations in events that take place during school hours as part of a school's educational operation shall not constitute the use of a school district facility under the terms of this policy. School district facilities shall not be considered public forums, unless so designated by the district.

## I. Definitions

- A. School-based organizations - those volunteer organizations generated by the existence of the school, such as booster clubs, parent-teacher organizations or associations, which are providing a service to the school. All school-based organizations must comply with the requirements for "outside support organizations" set out in School Board Policy 719, Internal Accounts.
- B. Outside organizations - those organizations not generated by the existence of the school or the district, including for-profit users (including individuals), community groups, governments, and non-profit users. This includes employees conducting their own activity as an independent contractor or agent, where the activity is not required as part of the employee's employment with the school district.
- C. Superintendent - Superintendent or designee
- D. School district facility – any facility and the grounds of such facilities (1) owned or leased by the school board; and (2) operated by the school board.

## II. Fee Structure, Payments, and Use of the Income

- A. All outside organizations using school district facilities shall reimburse the school board in accordance with the fee schedule developed by the Superintendent pursuant to this policy. The Superintendent will determine the fee schedule based on a review of operational and maintenance costs. Prevailing rates may also be considered. A ten percent (10%) discount shall be given to organizations using a facility for twenty (20) or more hours per week, with a "week" being Sunday through Saturday.
- B. All users will be charged for any additional services provided as a result of their usage. Additional services may include custodial, school nutrition, security, technical support, etc.
- C. If an outside organization's check was rejected due to insufficient funds, then any future checks from that outside organization cannot exceed \$250.

- D. Twenty-five percent (25%) of the listed rental fee will be transmitted to the finance department of the district to cover operational and maintenance costs. As of July 1, 2009, that amount shall be increased to forty percent (40%). This increase shall not impact any pre-existing agreements with local governments.
- E. Consideration may be given by the school principal, with approval of the superintendent, to accept use of outside facilities, services, repairs, or purchase of equipment in lieu of the school's share of the rental fee or a portion thereof. A use agreement will be executed outlining the terms of such an agreement.
- F. Florida sales tax, when required, will be collected at the school.
- G. Income from leased facilities may be used on upkeep or repair of the leased facility, campus beautification, supplies, authorized salary supplements, student recognition programs and activities, staff recognition programs and activities or general internal account expenditures which would benefit the student body as a whole.

III. Fee and Insurance Waivers

- A. School-based organizations may be permitted to use school district facilities without providing liability insurance or completing a facility usage agreement in accordance with School Board Policy 719 Internal Accounts. This waiver applies only to activities on campus and does not extend off-campus or to transportation. This waiver applies only to activities whose proceeds directly benefit a school or the district, and cannot be assigned through a partnership or other agreement.
- B. Any existing agreements between the School Board, a booster or volunteer group, or governmental agency shall govern facility usage as stated in the agreement and can only be terminated as provided within the agreement. The use of a school district facility by the County of Volusia as an emergency shelter shall not require a fee.
- C. With the approval of the Superintendent, a school based organization may be permitted to use school facilities during mandatory close dates, but may be required to reimburse the school board in accordance with the fee schedule developed by the Superintendent pursuant to this policy. Outside organizations may also be permitted to use school facilities during mandatory close dates, but shall be required to reimburse the school board in accordance with the fee schedule developed by the Superintendent pursuant to this policy.

IV. Terms and Conditions for Facility Use

- A. Requests for use shall be presented to the principal to recommend approval or denial. The principal shall ensure compliance with procedures developed by the superintendent. Use of a school district facility by school-based organizations and outside organizations shall not interfere with regular school programs, school activities, or school functions. In addition, the principal shall have the authority to deny use of a facility when he or she determines that the school district's

interest in maintaining a safe and secure environment for the students is best served by denying the request.

- B. All outside organizations seeking to use a school district facility shall be required to complete a facilities usage agreement prepared by the superintendent. The agreement must be completed and the original returned to the school no less than twenty-one (21) calendar days prior to the initial use of the school district facility by the organization under the agreement. All fees must be paid in accordance with the terms set out in the facilities usage agreement. Organizations which fail to comply with the terms of that agreement will be denied further use of school district facilities.
- C. Any facilities usage agreement shall not go beyond the expiration of the fiscal year in which the agreement is executed unless approved by the school board, or where the agreement is pursuant to an interlocal agreement approved by the school board.
- D. All users shall comply with the school district's Code of Conduct set forth in Section VI. Failure to comply may result in termination of the use agreement.
- E. The use of the school's kitchen equipment for the preparation of food shall require the operation by a student nutrition service employee.
- F. The use of technical equipment, such as the equipment in auditoriums and theaters, shall only be operated under the supervision of a school district employee.
- G. The school board reserves to itself and the superintendent the right to require provision of and payment for additional security, crowd control, custodial services, or other additional conditions as needed to ensure that use of school facilities for other purposes not detract from their primary educational use.
- H. All outside organizations using school district facilities must make known that neither the school board nor the administration has endorsed the users' activities. Any advertisement or circular must contain specific language to that effect. The suggested disclaimer is: "Volusia County Schools does not specifically endorse or support the program or individuals involved in "\_\_\_\_\_."
- I. A school district employee approved by the principal is required to be on the premises during the period of use, and, where applicable, will be paid in accordance with the relevant collective bargaining agreement. Any additional cost(s) for supervision and/or security services will be reimbursed by the facility user. This requirement shall not apply to pre-existing agreements with local governments.
- J. All facility use agreements for one year or less must be approved by the superintendent. Lease agreements for more than one year must be approved by the school board. All active use agreements will remain in effect until the expiration date or a breach of contract by the lessee.

- K. Organizations and individuals using school district facilities must take proper and ordinary care of the facility, and shall be held responsible for any damage or vandalism incurred, including but not limited to damage to the building, fixtures, furniture or equipment, as a direct result of their use.
- L. Cancellations not made within two (2) business days of the initial event may be subject to a cancellation fee. The cancellation fee will be equal to the minimum usage fee in accordance with the fee schedule. Excessive schedule changes may result in an administrative fee being assessed by the school district. Non-payment, absent the existence of extenuating circumstances, will result in denial of future use of any facility.

V. Insurance, Indemnification and Liability

- A. Prior to use of school district facilities, the identified user must provide a current certificate of liability (copy of insurance) which clearly states the organization's liability coverage, naming the School Board as an additional named insured and certificate holder. Government agencies may comply with this requirement by providing a certificate of self-insurance, and are not required to have the school board named as an additional insured.
- B. The liability insurance carried by the user must have limits of at least one million dollars (\$1,000,000) for injury to any one person and two million dollars (\$2,000,000) aggregate.
- C. As an alternative to requiring evidence of liability insurance, the superintendent may authorize the purchase of a Tenant Users Liability Insurance Policy, and then require users to purchase the insurance from the district.
- D. The principal must submit the original indemnification/hold harmless agreement and insurance certificate to the superintendent prior to the use of the facility.
- E. Activities with a high potential for accidents or liability will not be permitted.
- F. All outside organizations using school district facilities shall execute an indemnification and hold-harmless agreement which shall hold the school board, its members, employees and representatives harmless from any claims, injuries or damage occurring while the organization is on the premises. Indemnification agreements shall only be required from governmental agencies to the extent allowed by the state's sovereign immunity laws.

VI. Code of Conduct on School Board Property

The organization using the school district facility shall enforce compliance with the following standards:

- A. The use of tobacco, alcohol or other drugs is not permitted on school board owned property.
- B. Parking shall only be in clearly marked parking spaces.

- C. The area shall be left clean and ready for student's. Trash or debris shall be picked up and disposed of properly.
- D. The organization shall check to see if the property is secure when departing, leaving it the same as they found it.
- E. The organization shall be sure to conduct play activities in a sportsman-like manner. No fighting or roughhousing will be allowed.
- F. The organization shall report any unsafe conditions to the school-based administrator as soon as noted.
- G. No firearms or weapons of any kind shall be brought onto the premises.
- H. The Code of Student Conduct will apply to students participating in the activity.

VII. Uses of School District Facilities

No school facilities, equipment or grounds shall be permitted for any of the following purposes:

- A. programs involving any form of gambling or other illegal activity;
- B. programs which would be in violation of any law or School Board-Policy;
- C. adult entertainment which is sexually explicit or suggestive in nature, or which involves excessive profanity;
- D. programs which promote activities which violate the law.

Legal Authority:

Sections 1001.41, 1001.42, Florida Statutes

Laws Implemented:

Section 1003.01, Florida Statutes

History:

(Adopted -- December 17, 1974)

(Revised -- June 10, 1980; March 11, 1986; August 25, 2009)

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