

## CHAPTER 9.00 – SCHOOL-COMMUNITY RELATIONS AND INTERLOCAL AGREEMENTS

9.30\*+

### **USE OF FACILITIES**

#### **POLICY:**

As a matter of policy, the Board intends to make facilities available to groups of citizens, where it makes sense to do so and where the use of facilities does not interfere with school operations or events. The principal may approve the use of school property, facilities, and equipment for any group provided herein adhering to the approved rental fee schedule. The use of school property, facilities and equipment shall not interfere with the educational program of the school. The principal shall be responsible for safeguarding the school property, facilities, and equipment, enforcing and informing groups of School Board rules, executing proper forms, and collecting payments.

- A. Use of School Property Without Charge. The Superintendent may authorize the use of school facilities without charge, except as may be required for supervision or clean-up. School facilities may be made available to:
1. National youth groups (e.g., scout groups) operating under the sponsorship of a county organization provided the group is properly supervised. District use agreements may be executed with the community organization for all schools or for an individual school;
  2. The Supervisor of Elections for voting precincts in any election provided the election does not interfere with the school's operation; and,
  3. Any governmental or community agency when specifically approved by the School Board as being in the public interest.
  4. Any non profit agency which rents a facility during the hours in which the School District is operating the building systems for normal school day use and the rental does not increase the cost of operation of that building.
- B. Use of Facilities with a Charge. The principal may permit the use of school facilities by a civic, religious, Supplemental Education Service Provider, or other organizations for non-school sponsored activities on a specific, temporary, or short-term basis. The following conditions shall apply:
1. The payment of the fee shall be in accordance with subsection (C) herein;
  2. Approval by the Superintendent upon the principal's recommendations, shall be required for repetitious use for a period of more than six (6) months;
  3. Sufficient supervision and adequate custodial service of the school facility shall be determined by the principal in conjunction with the Director of Facilities; and,

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4. The use of the cafeteria shall require permission from the principal. The use of school food service facilities (kitchens and or equipment) shall require permission from of the Food Service Director and require that the kitchen be operated by a food service employee(s).
  5. Before and after school activities provided by a school district employee operating as a private business shall be required to pay, at a minimum, a fee equal to the facilities costs of providing utilities and custodial services. Exceptions to this rule must be approved by Superintendent or designee.
- C. Additional equipment or materials:
1. Any group bringing in additional equipment (e.g., sound systems, additional lighting) and/or material must submit items for approval at time of rental agreement.
  2. Use of additional equipment that increases utility costs may increase rental price.
- D. Repetitive Use of Educational Facilities by a Vendor
1. Use of facilities shall not be granted for more than a period of six months except for groups listed in section I.
  2. Use of facilities shall not be granted for repetitive use beyond six consecutive months unless satisfactory evidence is presented that real property has been secured for a permanent facility, or an extension has been approved by the superintendent of their designee.
- E. Fees. The Superintendent will annually set fees for facility, equipment, and furniture use. Such fees will be set to recoup, at a minimum, costs associated with energy and custodial services.
- F. Payment of Required Fees. Fees as specified in subsection (3) herein shall be paid in advance for use of facilities, equipment or furnishings to include utilities, custodial, supervisory, and other required services or damages.
- G. Liability and Insurance Coverage. Each organization utilizing school facilities shall:
- 1 Agree to hold the School Board harmless from any liability which may accrue the School Board as a result of use;

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- 2 Provide general liability insurance coverage in the amount of at least one million dollars (\$1,000,000.00) naming the School Board as an additional insured; and,
  - 3 Execute a form of indemnity agreement as prescribed by the Superintendent.
- H. Prohibited Uses of School Facilities. School property, facilities, and equipment shall not be used for the following purposes:
- 1 Commercial or personal gain except as part of a school related fund raising activity approved by the principal and appropriate director;
  - 2 Programs involving any form of gambling or other illegal activity;
  - 3 Private teaching for personal gain, unless specifically approved in advance by the School Board; and,
  - 4 Programs in violation of Florida Statutes or School Board rules.
- I. Special Provisions. The following special provisions shall apply:
- 1 Restrooms shall be made available for all organizations using the school facilities;
  - 2 Any community event sponsor or vendor who uses school facilities shall notify the local public health unit not less than three (3) days prior to a scheduled school carnival, fair, or other celebration involving the sale or preparation of food or beverages; and,
  - 3 If a principal has a request from a group which they feel may be controversial, they may require this group to present a request to the appropriate Executive Director for approval/denial.
- I. Appeals to the Superintendent. A person who feels his / her organization was improperly denied use of school facilities or an improper charge or fee was assessed may file a written appeal with the Superintendent for resolution.
- J. This document will be reviewed annually in the spring of each year.
- K. Outside Facility Use.

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L. Playgrounds. Where practical, playgrounds on the campuses of elementary schools will be open to the public during daylight, non-school hours, as long as the opening does not interfere with a school sanctioned event.

M. ~~Harcourts~~ Hardcourts (Tennis and Basketball). Where practical, hardcourts at all schools will be open to the public during daylight, non-school hours, as long as the opening does not interfere with a school sanctioned event.

N. In all cases, the Board reserves the right to close any facility to public use following acts of vandalism or similar activity.

**STATUTORY AUTHORITY: 1001.42; F.S.**

**LAWS IMPLEMENTED: 106.15; 509.032; 509.232; 1001.33; 1001.43; 1001.51; 1013.10, F.S.**

**HISTORY:**

**Adopted: 8/21/01**

**Revision Date(s): 12/11/07, 7/22/08**

**Formerly: 6.501**

**NOTES:**

**No Procedure Necessary**