

## CHAPTER SIX BUSINESS AFFAIRS

### PART FIVE SCHOOL FACILITIES

#### USE OF SCHOOL PROPERTY

6.501

School property, facilities and equipment are intended primarily for educational purposes and for the benefit of students. No other use shall interfere with these purposes. The Principal may approve the use of school property, facilities and equipment for any group or organization ("Lessee") as herein provided. The Principal shall be responsible for safeguarding of such property, facilities and equipment. In addition, the Principal shall see that the rules of the School Board are observed, and that proper lease forms are executed, risks are assessed and mitigated, user liability insurance is in place, the school calendar is accurate and up to date, lease documentation files are maintained, and that required lease payments are made.

School leasing files shall be subject to periodic audit for compliance with this Board Policy and with procedures as approved by the Superintendent in respect to consistent and orderly administration of this Board Policy. Lease forms shall be executed at least ten (10) days in advance of the use or event.

Use of School Property Without Charge. The Principal may authorize the use of school facilities without charging school fees and the Superintendent's designee may waive district fees, except labor costs as may be required for supervision or clean-up, under the following conditions. The Superintendent shall be notified, in writing, of each authorization for the use of school facilities without charge. If there is any doubt as to the eligibility of an organization to use facilities without charge, the matter shall be referred to the Superintendent or designee for resolution.

School facilities and equipment may be made available for any District educational purpose, or for use by employees in accordance with provisions of a collective bargaining agreement.

School facilities may be made available to national youth groups operating under the sponsorship of a county organization provided that the group is properly supervised. District use agreements may be executed with the community organization for all schools or for an individual school.

School facilities and equipment shall be made available for civil defense use as directed by the Superintendent who shall notify the Principal of the school affected.

School facilities may be made available to the Board of County Commissioners for voting places in any election, provided that the Principal can make such arrangements to prevent the election from interfering with the operation of the school.

School facilities may be made available to any governmental, community agency or other organization when specifically approved by the School Board as being in the public interest or for the benefit of the school system or its employees.

Use of Facilities With a Charge Being Made. The Principal, or other designated administrator, may permit the use of school facilities for non-school activities under the following conditions:

School facilities may be made available for specific, temporary, or short-term purposes to organizations which are civic, religious or community connected, upon the payment of the fee established herein.

If the use is to be repetitious for a period of more than six (6) months, approval must be given by the School Board, upon recommendation of the Principal.

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The Principal shall be responsible for seeing that the facilities are under sufficient supervision and that adequate custodial service is provided. School kitchens and food service facilities shall not be accessed or used by any outside organizations. Organizations using stadiums and sports fields (or indoor facilities for large crowd events) shall be required to have at the organization's expense, at least one (1) uniformed security officer for the entire time of use. The Principal may require use of and payment for other specialized school or district employees or other personnel to properly operate facility lighting systems, sound systems, curtains and set rigging systems, scoreboard, and other specialized equipment. The Principal shall approve of the labor plan for supporting the use or event.

Payment for labor for custodial, supervisory, security, or special technician employees shall be made by the organization using the facility directly to the personnel providing services for the event, not to the school or district. Labor rates shall be as agreed between the user organization and the personnel performing the event support services. Lessee shall provide written documentation to the Principal for labor payments actually made in support of Lessee's use or event. Such labor payments for required services shall be in addition to the space fees charged for usage. Charges shall also be assessed for any damage to the facility, furnishings, or equipment, and reimbursement for such charges shall be made by the organization using the facility.

Booking Deposit. At the time of booking the event in the school calendar, a non-refundable deposit must be paid to the school to reserve the space. The booking deposit shall be the greater of \$250 or 20% of the total lease fee, unless the total lease fee is less than \$250 in which case the total lease fee is due at the time of booking. The booking deposit will be credited toward the total fees to be paid to the school. Booking deposits are specific to one calendar time frame and cannot be applied to multiple bookings.

Fees. The fees in Exhibit A shall be set out in a signed lease agreement and charged for each use of school facilities for any event in which an admission fee is charged or financial profit is expected, or for any other use deemed appropriate for charges by the Principal. The purpose of the district fees and charges is to recover district costs for energy, field paint, supplies, pool chemicals, etc.

If the use of the facility is for a profit-making activity, the organization shall be assessed a fee equal to ten percent (10%) of the gross proceeds or the fees set forth in Exhibit A, whichever is greater.

Payment of Required Fees and Reimbursements. Lease fees shall be paid, by check made payable to the Bay District Schools, ten (10) days in advance of the use of the facilities. Reimbursement for additional expenses, gate share, or any damage costs shall be made within ten (10) days of date of billing and shall be paid by check made payable to the Bay District Schools.

Liability and Insurance Coverage. Each organization proposing to utilize school facilities, whether without or with charge, shall agree in writing to hold the School Board harmless from any liability which might accrue to the Board as a result of such use. In addition, the organization, except school booster clubs and parent-teacher groups, shall provide public liability insurance coverage in the amount of at least \$100,000 per person and \$300,000 per occurrence ten (10) days prior to the use of the facility. Without a certificate in hand proving this insurance coverage is in effect, the facility use shall not be permitted.

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Prohibited Uses of School 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) Private teaching, unless specifically approved in advance by the School Board. Supplemental educational services under Florida Statutes §1008.331 shall not require special School Board approval. This does not prohibit student development activities such as clinics, camps, or workshops for sports, academics, theater, cheer, band, choir or other student club or booster club activities that are approved by the Principal.
- (c) Programs which would be in violation of any law or School Board Rule.
- (d) Use by political groups for the purpose of fund raising activities or rallies.

Special Provisions. The following special provisions shall apply to all organizations using school facilities. It is the responsibility of the Principal to see that these provisions are enforced or observed.

- (a) Restrooms will be made available for organizations renting school facilities.
- (b) No alcoholic beverages or controlled substances shall be allowed on school property.
- (c) No smoking or the use of tobacco products or electronic cigarettes shall be permitted at any location.

Appeal to School Board. When any organization feels that the use of school facilities has been improperly denied, or that an improper charge or fee has been applied, a written appeal may be made to the School Board for resolution.

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**Exhibit A – Schedule of Space Fees**

Space Fees	School \$ Per Hour	District \$ Per Hour
Classroom	\$22	\$4
Cafeteria / Multi-Purpose Room	\$32	\$12
Small Multi-Purpose Room / Band Room	\$22	\$9
Media Center	\$42	\$12
Gymnasium (Middle School)	\$31	\$60
Gymnasium (High School)	\$103	\$60
Locker Room High School or Middle School)	\$30	\$18
Auditorium - Arnold HS	\$200	\$60
Auditorium – St. Andrew School	\$125	\$30
Fine Arts Center - Mosley HS	\$200	\$60
Grand Piano - Mosley HS FAC	\$250	
Fine Arts Center - Bay HS	\$200	\$60
Auditorium - Rutherford HS	\$160	\$60
Football / Soccer Field / Track (no lights)	\$100	
Football / Soccer Field / Track (with lights)	\$100	\$70
Baseball / Softball Field (no lights)	\$100	
Baseball / Softball Field (with lights)	\$100	\$70
Practice Field	\$75	
School Board Room - Nelson Building		\$80
Staff Development / Training Room – Nelson Building		\$50
Tommy Oliver Stadium		\$250
Gavlak Stadium		\$200
Bozeman Stadium		\$200
Swimming Pool - Mosley HS		\$75

*Authority: § 1001.41, Fla. Stat.*

*Law Implemented: §§ 1013.02, 1001.42, Fla. Stat.*

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