

I. Procedure Name: Use of School Facilities Agreement

II. Basic Procedure:

Purpose of this procedure is to standardize the process for requests for non-district use of school facilities as set forth in SBR Chapter 5.06.

- A. All requests for non-district related use of facilities shall be approved by the Office of the Deputy Superintendent.
- B. Requests shall be submitted at least thirty (30) days in advance of the event using the Use of School Facilities Agreement (Attachment A) and signed by the principal/facility administrator.
- C. All terms, conditions and fee structures, where applicable, for the use of school facilities are set forth in SBR Chapter 5.06 (Attachment B).
- D. Office of the Deputy Superintendent shall retain at least one (1) copy of the Use of Facilities Agreement on file.

III. Contingencies/Variations:

- A. None.

USE OF SCHOOL FACILITIES AGREEMENT

THIS AGREEMENT by and between **THE SCHOOL BOARD OF ESCAMBIA**

COUNTY, FLORIDA (hereinafter "SCHOOL BOARD") and _____
(Name of Organization/Group/Person)

_____ of _____
(Street or Post Office Address)

_____ (City) _____ (State) _____ (Zip Code)

Whose telephone number is _____ (hereinafter "USER").

WITNESSETH:

1. THE SCHOOL BOARD SHALL:

A. Not discriminate against any eligible non-school group in permitting use of educational facilities and grounds.

B. Permit the USER to use the following facility(ies) designated as

_____ at _____
(Class Room #/Cafeteria/Gym/Auditorium/Other) (School)

to be used on _____
(Date(s) and Time(s))

for the purpose of _____

_____.

C. Furnish electricity/light/water/restrooms for ordinary purposes but for no other purpose; interruptions, delays or failure in furnishing any of these shall not give USER any right to or claim for damages resulting thereof.

D. Charge USER a fee for the use of the designated facility(ies) unless waived or adjusted by the Superintendent. This fee shall be _____ for each time the facility(ies) is(are) used.

- E. Provide USER with District employee(s) and charge USER for District employee(s) to serve as event system/facility resource expert, or other functions as determined by the principal.

<u>Designated Employee</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Benefits (FICA/Retirement)</u>

2. **THE USER SHALL:**

- A. Abide by all Conditions, Restrictions, and Activities Prohibited requirements of attached School Board Rule 6Gx17-5.06.
- B. Indemnify, defend and hold the SCHOOL BOARD, its agents and employees harmless from and against any claim or liability for damage or injury to property or persons, including death, which may arise or accrue by reason of USER'S, its agents, servants, employees, guests or invitees use of the facility(ies) or property of the SCHOOL BOARD and, further, assume full responsibility for the character, acts and conducts of all persons admitted to the facility(ies) or property of the SCHOOL BOARD by the consent or knowledge of the USER, its agents, servants, employees, guests, and invitees.
- C. A Certificate of Insurance, naming the School District of Escambia County as additional insured, shall be provided to the District for liability protection as specifically identified in the Risk Management Addendum attached and made part of the Agreement. The certificates of insurance must be on file with the School District of Escambia County five (5) days prior to the date of use.

- D. Comply with all applicable provisions of law and SCHOOL BOARD rules, as amended.
 - E. Pay all fees and costs by check or money order to the above-named school no later than forty-eight hours prior to the scheduled event.
 - F. Any USER not paying charges when due shall not be permitted to use SCHOOL BOARD facility(ies) in the future until all delinquent charges are paid.
3. As the activities of the above-named School and SCHOOL BOARD have first priority of use of the designated facility(ies), the SCHOOL BOARD reserves the right to alter USER'S scheduled use of the designated facility(ies) and will attempt to reasonably notify the USER in advance.
4. When schools are closed due to inclement weather, all scheduled building activities and outdoor facility use will be cancelled.

WITNESSETH:

The SCHOOL BOARD and USER grant to the other and reserve unto themselves the right to terminate this Agreement, with or without cause, by giving not less than thirty (30) days written notice to the other, at any time notwithstanding anything to the contrary herein. The USER may terminate its right to occupy the facility(ies) without terminating the USER'S obligation to indemnify the SCHOOL BOARD in accordance with paragraph 2(B) above.

Principal/Facility Administrator's Signature

Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____ 20____.

SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: _____
Superintendent, as Secretary to the School Board

USER

By: _____

Title: _____

Attachment B



Book	Policy Manual
Section	Chapter 5 - Business Services
Title	Non-School Use Of Educational Facilities
Code	5.06
Status	Active
Adopted	September 24, 1991
Last Revised	February 21, 2023
Prior Revised Dates	4/30/1992; 5/16/2000; 11/20/2001; 05/20/2003; 12/16/2003; 08/15/2006; 01/20/2009; 03/16/2010; 05/19/2011; 08/20/2019;

1. USE OF EDUCATIONAL FACILITIES AND GROUNDS

- A. Pursuant to the terms and conditions of this rule, the Board permits the use of educational facilities (including grounds) excluding District Administrative Centers by eligible non-school groups during nonschool hours for any legal assembly, for community use centers, and, at other times for polling places in any general, primary, or special election. Such non school use of educational facilities and grounds shall only take place after the execution and delivery of the then most current edition of the standardized Board Use of School Facilities Agreement. Rules set forth in this section shall not apply to longterm facilities use established under other provisions such as a tenant lease agreement.
- B. "Use Of School Facilities Agreements" are obtained at the building Principal's office and must be filed at least thirty (30) days before the proposed date of use. Facility use may also be requested through the Superintendent's Office by calling 4696131. A facility use agreement must be completed and approved for each event scheduled during or after the normal school day, weekends, days when school is not in session, holidays, and during the summer months. When schools are closed due to inclement weather, all scheduled building activities and outdoor facility use are cancelled. Consult a radio, TV, or the District website for notification of cancellation.
- C. The principal will recommend approval or denial in writing to the Superintendent, who will review the principal's recommendation and issue a notice of approval or denial to the applicant. A notice of denial shall contain a notification of the applicant's appellate rights. The Superintendent may deny an application for rental only:
1. If an applicant is ineligible under this rule pursuant to the provisions of Section (4) Classification of Users; Section (6) Restrictions on Use of Educational Facilities and Grounds; or Section (8) Activities Prohibited;

2. For prior nonpayment for use of facilities; and/or
 3. For prior use that resulted in damage to a District facility.
- D. The applicant may appeal the Superintendent's denial to the Board at its next regular meeting provided the agenda requirements of 1.06 S.B.R are met. An applicant's failure to appeal the Superintendent's denial at the next regular meeting of the Board will constitute a waiver of the applicant's appellate rights and will render the Superintendent's decision final.
- E. Notification of cancellation must be submitted to the Facility Scheduler (Principal or building Administrator) at least fortyeight (48) hours before the scheduled time of use, or the full rental fee and personnel fees will be charged.
- F. As the activities of the abovementioned school and the Board have first priority of use of the designated facility(ies), the Board reserves the right to alter user's scheduled use of the designated facility(ies) and will notify or reasonably attempt to notify the user in advance.
- G. Permission to use school district facilities does not constitute endorsement by The School Board of the user's mission or purpose.

2. BOARD NOTIFICATION

Upon approval of use, a copy of the "Use of School Facilities Agreement" shall be forwarded to the Board office and retained until the completion of the usage period.

3. CONDITIONS FOR USE

The following conditions shall be observed:

- A. Certificates of insurance, naming the District as additional insured, may be requested for liability protection or any other type of insurance as the Board deems necessary. The certificates of insurance must be on file with the District five (5) days prior to the date of use.
- B. An appropriate regular school employee, custodian, lifeguard, and/or supervisor designated by the principal shall be on duty at all times when educational facilities or grounds are being used by an eligible nonschool group. The district employee designee and the designee's hourly rate of pay shall be included in the Use of School Facilities Agreement.
- C. No classroom may be used during school hours by an eligible nonschool group other than a schoolsponsored organization. No activities incompatible with the instructional purposes and directly related activities of the District will be allowed during normal school hours.
- D. Decorations are permitted only with approval of the principal or building administrator. Only materials acceptable to the fire marshal may be used.
- E. Under no circumstances are any materials to be used on floors or other parts of the building without the approval of the District employee on duty.
- F. All tobacco use and vaping on campus are strictly prohibited.

- G. Alcoholic beverages, gambling devices or illegal substances of any kind are not permitted on school property. Anyone who appears to be under the influence of alcohol will be denied access to a school facility.
- H. Responsible representatives of a user shall be present at all times a facility is in use. Any necessary security, including uniformed law enforcement officers, shall be provided by and at the expense of the user. The number of representatives, the security measures and the number of uniformed law enforcement officers to be utilized during a particular use of a facility shall be within the discretion of the school principal or other administrator of the facility being utilized.
- I. Guns, weapons or guard dogs are not allowed in any school building or on any school property without prior written permission from the Superintendent/designee. The following personnel are permitted to carry legally issued weapons on school district property:
- Governmental law enforcement officers
 - Private security officers under contract with the Escambia County School District under the Coach Aaron Feis Guardian Program
 - Escambia County School District Campus Security Officers
- J. Fire doors, fire protection apparatus, or means of egress will not be blocked or tampered with.
- K. To protect the community's investment, the District requires the following:
- Return furniture to original locations
 - Leave school writing on white/chalk boards undisturbed
 - Erase whiteboards if vacant sections are used
 - Be respectful of a teacher's desk and materials
 - Materials and equipment in the area should be left undamaged
 - Clean up the area after use, including table tops and floors
 - Close windows and turn off lights upon leaving
 - Place all waste in the proper receptacle
- L. If an accident happens, and damage occurs, it must be reported promptly to the custodian or District employee on duty. Users are held responsible for damage.
- M. Groups are responsible for providing all supplies and materials necessary.
- N. In case of medical or other emergency situations, users should dial 911 for appropriate emergency response. Immediately after, users shall notify the custodian or District employee on duty who will take a report of the incident.

4. CLASSIFICATION OF USERS

- A. All users of educational facilities, other than school sponsored organizations, shall pay fees as outlined in Section 5 of this rule. Users are divided into three groups for the purpose of assessing fees. Group classification appeals shall be addressed to the Office of the Deputy Superintendent.

1. Group A (NonProfit)
Any organized nonprofit group or organization within the District whose purpose is directly connected to the District or community—examples are:
 - Parent Teacher Groups
 - School Parent Groups
 - School Committees
 - Athletic Boosters
 - Band Boosters
 - Municipal/Government Agencies
 - Charter Schools (when using public school facilities other than their own)

2. Group B (Discounted Organizations)
Any community group or organization that has an affiliation with Escambia County Public Schools—examples are:
 - Boy Scouts
 - Girl Scouts
 - AAU Basketball Groups
 - Homeowners Associations
 - Neighborhood Groups (informal)
 - Churches/Religious Education
 - Charitable Organizations – to qualify 501(c)3 paperwork must be on file.
 - Private and Parochial Schools
 - Universities and Colleges

3. Group C (General Users)
Any group, including commercial or profitmaking organizations, or individuals offering services for profit.

5. FEES AND RATE SCHEDULE

- A. Hourly rental fees for buildings and daily rental fees for outdoor facilities and stadiums will be charged to all users at the established rates for the given year. A three (3) hour minimum use shall be charged for all facility use agreements.

- B. The hourly/daily schedule of fees for use of educational facilities and grounds is for normal use. Should any excessive wear or abuse occur, extra charges shall be assessed. All fees shall be promptly remitted in advance to the school's internal funds accounts. All checks shall be made payable to the school.

- C. In addition to the schedule of hourly and/or daily fees, the user shall pay directly to the school any additional costs incurred by the school in providing the requested facility including, but not limited to costs incurred in connection with providing appropriate staff.

- D. When facilities that require specialized district employee resources to operate equipment and systems are used by other district schools and Group A, the requesting organization or the school administration using the facility shall make arrangements with the host school administration to assure employees are appropriately compensated for their extra time.

E. The fees to be charged are as follows:

User	Building Hourly Rental Fees								
	Elementary Schools			Middle Schools			High Schools		
	Group A	Group B	Group C	Group A	Group B	Group C	Group A	Group B	Group C
Classroom	N/C	\$18	\$36	N/C	\$18	\$36	N/C	\$21	\$45
Gym	N/C	--	--	N/C	\$39	\$75	N/C	\$45	\$90
Cafeteria/ Common	N/C	\$21	\$45	N/C	\$21	\$45	N/C	\$30	\$60
Pool	N/C	--	--	N/C	--	--	N/C	\$250 per day \$140 for ½ day	\$300 per day \$125 for ½ day
High School Auditoriums (PHS, Washington)	N/C	--	--	N/C	--	--	N/C	\$350 for four-hour session \$80 each additional hour	\$700 for four-hour session \$125 each additional hour
N. B. Cook	N/C	\$350 for four-hour session \$80 each additional hour	\$700 for four-hour session \$150 each additional hour	N/C	--	--	N/C	--	--

User Classification	<u>OUTDOOR FACILITIES</u> Daily Rental Fees								
	Elementary Schools			Middle Schools			High Schools		
	Group A	Group B	Group C	Group A	Group B	Group C	Group A	Group B	Group C
Athletic Fields - Softball, Baseball, Soccer	--	--	--	N/C	\$100	\$200	N/C	\$150	\$300
Track	--	--	--	N/C	\$100	\$200	N/C	\$150	\$300
Tennis Courts	--	--	--	N/C	\$100	\$200	N/C	\$150	\$300
Parking Lot (Rate/Fee)	--	--	--	N/C	N/C	N/C	N/C	N/C	N/C

	STADIUM Daily Rental Fees								
	Elementary Schools			Middle Schools			High Schools		
User Classification	Group A	Group B	Group C	Group A	Group B	Group C	Group A	Group B	Group C
Includes the use of the stadium equipment – Soccer goals, etc.	--	--	--	N/C	\$150 per day for daytime use \$300 per day for evening use	\$300 per day for daytime use \$600 per day for evening use	N/C	\$300 per day for daytime use \$500 per day for evening use	\$600 per day for daytime use \$1000 per day for evening use

F. Payment of Fees

- The applicant is responsible for payment of all charges associated with the group’s use of facilities/sites. Payment in full is due 48 hours prior to the scheduled event. All payments shall be made to the school’s internal fund.
- Any other special payment considerations must be submitted and approved by the Superintendent’s Office.
- The Superintendent, Deputy Superintendent, and the Assistant Superintendent - Operations may negotiate contracts for large volume users to benefit the school district.

G. Fiscal Accounting

A special fund for facilities rentals shall be maintained at each school through the internal accounts of the schools. All fees and costs charged for the use of school facilities will be processed through this fund. Any significant balance of the fund may be used by the school for improvements and upkeep of the rented facility.

6. RESTRICTIONS ON USE OF EDUCATIONAL FACILITIES AND GROUNDS

- A. The use of School Food Services kitchens shall be restricted to Parent Teacher Associations or other groups directly affiliated with the individual school. A regularly employed representative of the particular school Food Services department shall be present during such use. Kitchens shall not be made available to any other organization.
- B. The use of administrative and school computers, equipment in auditoriums, computer labs, networks, peripherals, and television broadcast equipment shall be restricted to educational institutions, District affiliated groups, and school affiliated groups. A regularly employed and appropriately trained representative of the District or school shall be present during such use. Administrative and school computers, computer labs, networks, peripherals, and television broadcast equipment shall not be made available to any other organization.

- C. The user is not to use or operate any school equipment other than that specified in the contract.
- D. School facilities shall not be used for dances except those sponsored by District schools.
- E. At no time can a facility or individual room be occupied in excess of Florida fire code occupancy levels. Any user who repeatedly fails to comply may be prohibited from further use.
- F. The following rules shall apply to use of stadiums:
 - 1. An event manager representing the District shall be present and has the authority to make decisions on its behalf.
 - 2. Only molded cleats, screw in style football, soccer, lacrosse cleats, turf shoes, or sneakers may be worn on the field.
 - 3. No Gatorade/PowerAde or any other drink supplement can be consumed on the field as it will stain the turf.
 - 4. No gum, sunflower seeds, or any tobacco products may be used.
- G. The following rules shall apply to use of a swimming pool:
 - 1. Individuals or groups will not be allowed the use of a swimming pool without the service of qualified lifeguards and locker room attendants.
 - 2. No underwater equipment shall be used except with the permission of the director of the swim program for the District.
 - 3. Persons using any swimming pool shall conform to the health regulations established by the District and as administered by the lifeguard or instructor.

7. ACTIVITIES PROHIBITED

- A. Promotion of activities subversive to the laws of the United States or any subdivision thereof, or to overthrow the government of the United States, or supporting doctrines of violence, hatred, or discrimination is prohibited.
- B. Any activity that may violate the canons of good morals, manners, or taste or be injurious to the buildings, grounds, or equipment is prohibited.
- C. Commercial advertising is prohibited.
- D. Subleasing or shared use is prohibited.
- E. The use of inflatables or other high-risk activities is prohibited.

Legal

Rulemaking Authority: Sections 1001.32; 1001.41; 1013.10, F.S.

Law Implemented: Sections 1001.42; 1006.12; 1013.10, F.S.