



POLICY 7.185

4-A I recommend that the Board adopt the proposed new Policy 7.185, entitled "Community Use of School Board Swimming Pool Facilities."

[Contact: Barry Present, PX 48083.]

Adoption

CONSENT ITEM

- The Board approved development of this revised Policy at the development reading on September 14, 2011.
- This proposed policy will govern the community use of District owned swimming pools.
- The policy addresses: qualification and fee structure; execution and termination of leases; interlocal agreements; the payment policy and training of district staff.

POLICY 7.185

COMMUNITY USE OF SCHOOL BOARD SWIMMING POOL FACILITIES

The School Board recognizes that the use of swimming pool facilities by Community Organizations may be mutually beneficial to all parties involved. The Superintendent or designee shall manage and supervise the leasing process for the community use of the District's swimming pool facilities and is responsible for using the industry's best practices. School District aquatics programs, practices and scheduled meets will have priority. Leasing activities at school's swimming pool facilities shall take place outside of regular school hours. The swimming pool facilities are to only be leased for aquatic programs and competitive activities such as, swimming, diving and water polo practices and competitions and shall not be leased for leisure activities such as pool parties and open swims.

1. Definitions

- a. Non-profit Organizations - shall include civic, religious, or community organizations that qualify as non-profit entities under the Internal Revenue Service Code and/or are Florida not-for-profit corporations and/or governmental entities.
- b. Commercial Organizations - shall include all for-profit organizations and private individuals.
- c. Community Organizations - all non-profit and commercial organizations.
- d. School-Based Organizations - those volunteer organizations generated by the existence of the school (e.g. booster clubs, student clubs, parent-teacher organizations or associations).
- e. Interlocal Agreement- an agreement entered into by two or more governmental entities under the authority of and for the purposes set forth in Chapter 163, Florida Statutes.
- f. Cooperative Agreement Agencies- are not-for-profit organizations that have agreements with the School Board of Palm Beach County that benefit the children, schools and District.
- g. In-Kind Contribution- payment in goods or services that benefit the school rather than payment in money.

2. Qualification and Fee Structure

- a. All qualified Community Organizations (refer to above definitions A, B and C),

- 34 including those under an Interlocal Agreement as stated below in paragraph 5,
35 shall be required to complete a lease agreement in the CAFM system. No
36 lease is required for School-Based Organizations that maintain their funds in a
37 school's internal account.
- 38 b. The process and criteria for applying for a lease requires that the potential
39 lessee:
- 40 i. Have the school complete the Computer Aided Facilities Management
41 (CAFM) web based lease in Tririga.
- 42 ii. Provide the required additional documentation as identified in the CAFM
43 lease program with the web based lease.
- 44 iii. Provide a copy of a liability insurance policy in the amount of
45 \$1,000,000.00, naming the School Board of Palm Beach County as an
46 additional insured, with the Lease Agreement, or purchase liability
47 insurance from the School District.
- 48 iv. The potential lessee must not be in default on a prior-lease payment with
49 any District school. The potential lessee must have fully compensated
50 the District for any damage resulting from prior use.
- 51 v. The potential lessee must not be in violation of, or have violated School
52 Board Policy, local, state or federal law.
- 53 c. Applying for lease does not obligate the District or school to agree to lease to
54 that organization.
- 55 d. The school must retain, per the District's [Retention Schedule](#), a fully executed
56 lease agreement with all the additional required documentation in its files
57 accessible for inspection.
- 58 e. The Superintendent or designee shall develop and present to the Board for its
59 approval, whenever a change occurs, a District-wide rate schedule for the use
60 of school swimming pool facilities by community organizations on a non-profit
61 and commercial basis. This rate schedule shall also determine the percentage
62 of the school's portion and the District's portion of the fees received. The
63 schedule shall be posted on the District's [Planning and Real Estate Services](#)
64 [website](#).
- 65 f. All lease fees shall be governed by the District-wide rate schedule. Waivers of
66 fees are governed by the [attached matrix](#), which is incorporated herein as part
67 of this policy. The Superintendent, or designee, however, may determine,
68 depending upon the needs of the school and its students or the District-wide
69 benefit, that the school's portion of the facility fees as stated on the rate

70 schedule, or part thereof, may be waived, under the following conditions:

- 71 i. The lessee is a non-profit organization; and
- 72 ii. The facility shall be used for the benefit of the District's student population
73 and be consistent with the District's mission and curriculum;
- 74 g. This reduction of the fee must be properly calculated and documented;
- 75 h. The District's portion of the facility fee cannot be waived, except as stated
76 within the matrix categories B, D, E and F.
- 77 i. A school may receive an In-Kind Contribution that reasonably reflects the
78 value of the facility fee under the rate schedule. However, the school would
79 still be responsible for all labor fees and the District's portion of the facility fee.
- 80 j. Adequate liability insurance coverage is required under all lease agreements.

81 3. Execution of Leases

- 82 a. Only the school Principal may execute a lease agreement. The CAFM lease
83 agreement form is incorporated herein by reference as part of the policy. The
84 lease must be entered properly and completely (including but not limited to
85 dates, times of use and approvals) in the CAFM system (Tririga) and signed
86 by all parties at least forty-eight (48) hours prior to the use of the facility.
- 87 b. Only fees listed on the Board approved District-wide rate schedule may be
88 charged under a lease agreement, unless a lesser amount is charged as per
89 sub-paragraphs 2 (e) or (f) above.
- 90 c. No leases shall extend beyond the end of the fiscal year unless approved by
91 the Superintendent, or designee for good cause shown.

92 4. Termination of Lease Agreements

- 93 a. The Superintendent, Principal, or designated Assistant, as designees, may
94 cancel leases upon twenty-four (24) hours written notice to the lessee or
95 applicant in the event of an emergency, school closing or for other good
96 cause.

97 5. Interlocal Agreements for Recreational Facilities

- 98 a. All Interlocal Agreements that provide for the use of School District
99 Recreational Facilities shall be approved by the School Board. Generally,
100 governmental entities shall enter into an Interlocal Agreement with the District
101 for use of school recreational facilities and their relationship shall be governed

- 102 under the terms and conditions of the Agreement.
- 103 b. Parties using School District recreational facilities under an Interlocal
104 Agreement are required to carry adequate liability insurance unless the user is
105 self-insured.
- 106 6. No food is allowed in the pool area.
- 107 7. Payment Policy
- 108 a. Fees are to be paid by check or credit card at least forty-eight (48) hours **prior**
109 **to** the use of a facility. Failure to pay the fee in this timely fashion may result
110 in termination of the agreement without written notice. No cash shall be
111 accepted.
- 112 b. A school may receive an In-Kind Contribution, which reasonably reflects the
113 value of the fee under the District-wide rate schedule. The school Principal
114 must state the value of this In-Kind Contribution in the lease agreement form
115 and this transaction must be properly documented.
- 116 c. Payments shall be deposited promptly by the school with appropriate
117 documentation as required by [State Board of Education Rule 6A-1.001](#) and the
118 Florida Department of Education publication titled, "[Financial and Program](#)
119 [Cost Accounting and Reporting for Florida Schools, \(Redbook 2001\)](#)". The
120 amounts collected shall be separated by the school for deposit into one of
121 these appropriate internal fund accounts: extra services – custodial; extra
122 services – other; Florida sales tax payable; rental facilities event insurance;
123 rental income, and utilities – facilities rental (which is the District's share of the
124 rental proceeds). In December and June of each school year, the school
125 transmits the Utility Fee account and Event Insurance Fee account funds
126 collected during the that semester to the District's Accounting Department.
- 127 8. Training
- 128 a. The District shall provide training to relevant school staff as to the process
129 used for the leasing of facilities and the provisions within this Policy.
- 130 b. The Superintendent may issue bulletins consistent with the provisions of this
131 Policy.

132 STATUTORY AUTHORITY: Fla. Stat. §§ 1001.32(2); 1001.41 (1) & (2); 1001.42 (2),
133 (21) & (26)
134 LAWS IMPLEMENTED: Fla. Stat. §§ 1001.32(2); 1001.42 (2), (11) & (12); 1001.43(2),
135 (4) & (5); 1013.10
136 HISTORY: __/__/2011

Legal Signoff:

The Legal Department has reviewed proposed Policy 7.185 and finds it legally sufficient for adoption by the Board.

Attorney

Date