



POLICY 7.185

5-B I recommend the Board approve development of the proposed **revised** Policy 7.185, entitled “Community Use of School Board Swimming Pool Facilities.”

[Contact: Joseph Sanches, PX 47573.]

Development

CONSENT ITEM

- When Policy 7.185 Community Use of School Board Swimming Pool Facilities, was brought forward for adoption on November 22, 2011, a Board member raised a concern about the provision in Section 2.b.v. that appeared in both Policy 7.18 and 7.185 that reads: “The potential lessee must not be in violation of, or have violated School Board Policy, local, state or federal law.”
- Following discussions with Planning and Real Estate Services on the intended purposes of Section 2.b.v. and difficulty in monitoring and enforcing such a provision, it is recommended that this language be struck from the Policy.
- In an attempt to prevent the School District from being drawn into controversial matters through a third party’s use of School Facilities, it is further recommended that the following language be added in to the preamble of the Policy:

By permitting community uses of swimming pool facilities, it is not the intent of the School Board to create or open any Palm Beach County School District school or school swimming pool facility as a public forum for expressive activity, nor is it the intent of the School Board to create a venue or forum for the expression of controversial subjects which are inconsistent with the educational mission and vision of the School Board and the community values or which could be perceived as bearing the imprimatur or endorsement of the School Board.

- Additionally, new language has been added in Section 2.C. making it clear that the principal has the discretion to decline to lease the school facility to an individual or organization whose purpose or views are inconsistent with the educational mission and vision of the School Board.
- Other changes have been made throughout the Policy to maintain

consistency with the process that has been implemented with the Computer Aided Facilities Management system (CAFM).

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. By permitting community uses of swimming pool facilities, it is not the intent of the School Board to create or open any Palm Beach County School District school or school swimming pool facility as a public forum for expressive activity, nor is it the intent of the School Board to create a venue or forum for the expression of controversial subjects which are inconsistent with the educational mission and vision of the School Board and the community values or which could be perceived as bearing the imprimatur or endorsement of the School Board.

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

36 children, schools and District.

37 g. In-Kind Contribution - payment in goods or services that benefit the school
38 rather than payment in money.

39 2. Qualification and Fee Structure

40 a. All qualified Community Organizations (refer to above definitions A, B and C),
41 including those under an Interlocal Agreement as stated below in paragraph 5,
42 shall be required to complete a lease agreement in the CAFM system. No
43 lease is required for School-Based Organizations that maintain their funds in a
44 school's internal account.

45 b. The process and criteria for applying for a lease requires that the potential
46 lessee:

47 i. Have the school complete the Computer Aided Facilities Management
48 (CAFM) web based lease in Tririga.

49 ii. Provide the required additional documentation as identified in the CAFM
50 lease program with the web based lease.

51 iii. Provide a copy of a liability insurance policy in the amount of
52 \$1,000,000.00, naming the School Board of Palm Beach County as an
53 additional insured, with the Lease Agreement, or purchase liability
54 insurance from the School District.

55 iv. The potential lessee must not be in default on a prior-lease payment with
56 any District school. The potential lessee must have fully compensated the
57 District for any damage resulting from prior use.

58 ~~v. The potential lessee must not be in violation of, or have violated School~~
59 ~~Board Policy, local, state or federal law.~~

60 c. Applying for lease does not obligate the District or school to agree to lease to
61 that organization. In keeping with the express purpose of this Policy not to
62 create or open schools as a public forum for expressive activity, Principals
63 shall use their discretion in only approving Potential Lessees that are not
64 inconsistent with the educational mission and vision of the School Board and
65 the community values.

66 d. The school must retain, per the District's Retention Schedule, a fully executed
67 lease agreement with all the additional required documentation in its files
68 accessible for inspection.

69 e. The Superintendent or designee shall develop and present to the Board for its

70 approval, whenever a change occurs, a District-wide rate schedule for the use
71 of school swimming pool facilities by community organizations on a non-profit
72 and commercial basis. This rate schedule shall also determine the percentage
73 of the school's portion and the District's portion of the fees received. The
74 schedule shall be posted on the District's [Planning and Real Estate Services](#)
75 [website](#).

76 f. All lease fees shall be governed by the District-wide rate schedule. Waivers of
77 fees are governed by the [attached matrix](#), which is incorporated herein as part
78 of this policy. The Superintendent, or designee, however, may determine,
79 depending upon the needs of the school and its students or the District-wide
80 benefit, that the school's portion of the facility fees as stated on the rate
81 schedule, or part thereof, may be waived, under the following conditions:

82 i. The lessee is a non-profit organization; and

83 ii. The facility shall be used for the benefit of the District's student population
84 and be consistent with the District's mission and curriculum;

85 g. This reduction of the fee must be properly calculated and documented;

86 h. The District's portion of the facility fee cannot be waived, except as stated
87 within the matrix categories B, D, E and F.

88 i. A school may receive an In-Kind Contribution that reasonably reflects the
89 value of the facility fee under the rate schedule. However, the school would
90 still be responsible for all labor fees and the District's portion of the facility fee.

91 j. Adequate liability insurance coverage is required under all lease agreements.

92 3. Execution of Leases

93 a. Only the school Principal may execute a lease agreement. The CAFM lease
94 agreement form is incorporated herein by reference as part of the policy. The
95 lease must be entered properly and completely (including but not limited to
96 dates, times of use and approvals) in the CAFM system (Tririga) and signed
97 by all parties at least forty-eight (48) hours prior to the use of the facility.

98 b. Only fees listed on the Board approved District-wide rate schedule may be
99 charged under a lease agreement, unless a lesser amount is charged as per
100 sub-paragraphs 2 (e) or (f) above.

101 c. No leases shall extend beyond the end of the fiscal year unless approved by
102 the Superintendent, or designee for good cause shown.

103 4. Termination of Lease Agreements

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

108 5. Interlocal Agreements for Recreational Facilities

109 a. All Interlocal Agreements that provide for the use of School District
110 Recreational Facilities shall be approved by the School Board. Generally,
111 governmental entities shall enter into an Interlocal Agreement with the District
112 for use of school recreational facilities and their relationship shall be governed
113 under the terms and conditions of the Agreement.

114 b. Parties using School District recreational facilities under an Interlocal
115 Agreement are required to carry adequate liability insurance unless the user is
116 self-insured.

117 6. No food is allowed in the pool area.

118 7. Payment Policy

119 a. Fees are to be paid by check or credit card at least forty-eight (48) hours **prior**
120 **to** the use of a facility. Failure to pay the fee in this timely fashion may result in
121 termination of the agreement without written notice. No cash shall be
122 accepted.

123 b. A school may receive an In-Kind Contribution, which reasonably reflects the
124 value of the fee under the District-wide rate schedule. The school Principal
125 must state the value of this In-Kind Contribution in the lease agreement form
126 and this transaction must be properly documented.

127 c. Payments shall be deposited promptly by the school with appropriate
128 documentation as required by State Board of Education Rule [6A-1.001](#) and
129 the Florida Department of Education publication titled, "[Financial and Program](#)
130 [Cost Accounting and Reporting for Florida Schools, \(Redbook 2001\)](#)". The
131 amounts collected shall be separated by the school for deposit into one of
132 these appropriate internal fund accounts: extra services - custodial; extra
133 services - other; Florida sales tax payable; rental facilities event insurance;
134 rental income, and utilities - facilities rental (which is the District's share of the
135 rental proceeds). In December and June of each school year, the school
136 transmits the Utility Fee account and Event Insurance Fee account funds
137 collected during the that semester to the District's Accounting Department.

138 8. Training

- 139 a. The District shall provide training to relevant school staff as to the process
140 used for the leasing of facilities and the provisions within this Policy.
141 b. The Superintendent may issue bulletins consistent with the provisions of
142 this Policy.

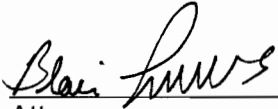
143 STATUTORY AUTHORITY: Fla. Stat. §§ [1001.32\(2\)](#); [1001.41 \(1\) & \(2\)](#); [1001.42 \(2\),](#)
144 [\(21\) & \(26\)](#)

145 LAWS IMPLEMENTED: Fla. Stat. §§ [1001.32\(2\)](#); [1001.42 \(2\), \(11\) & \(12\)](#); [1001.43\(2\),](#)
146 [\(4\) & \(5\)](#); [1013.10](#)

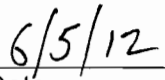
147 HISTORY: 11/22/2011; _/___2012

Legal Signoff:

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



Attorney



Date

Community Use of School Facilities

Categories	Rent	District Share (Includes utilities and other District administrative and overhead expenses.)	Labor (Includes Custodians, Food Service, School Police, etc.)	Representative Organizations and Activities
Category A - Commercial Organizations (includes private individuals).	Full	Full	Full	For profit summer camps For profit tutors, private coaches Vendors selling Christmas trees, pumpkins, etc.
Category B - Cooperative Agreement Agencies that are screened by Safe Schools and approved by the Board. There are no charges to the District or clients for the services provided. These are typically non-profit organizations that provide a direct benefit to multiple public school students, their parents and/or District employees. Special meetings by governmental agencies also fall into this category.	Waive	Waive if during normal hours utilities are operating at that campus. Full cost if during off hours.	Waive up to \$500/year per group. District will need to cover the costs for schools and School Police.	Agencies approved by Safe Schools: -Non-Profit Service Organizations of direct benefit to Palm Beach County Schools Student Population. -Government agency's aftercare or summer camp -Non-Profit summer camp or afterschool program
Category C - Non-Profit Organizations that do not provide a direct benefit to public school students. Includes governmental agency activities not covered by interlocal agreements.	50% Off	Full	Full	Non-Profit Organizations Places of Worship Private schools Neighborhood and Homeowners Associations
Category D - Interlocal Agreements	Waive	Waive for outdoor activities and for one time meeting or event; full if ongoing program such as afterschool program or summer camp. Charge for any special set up costs such as striping fields.	Waive for one time meeting; full if ongoing program. District will need to cover the costs for schools.	PBC Department of Parks & Recreations Municipality and City ILA's and Mutual Use Agreements
Category E - School-Based Organizations and School District Activities	Waive	Waive	Waive. School will have to cover the costs for their staff.	Alternative to Out of School Suspension (ATOSS) Charter schools Clubs exclusively for students and/or employees Parent Teacher Association (PTA) Parent Teacher Organization (PTO) School-Aged Child Care (SACC)
Category F - Entities that provide programs and activities that are beneficial to District employees and help meet District objectives.	Waive	Waive, however programs should be run concurrent with other school activities to limit cost.	All additional labor costs (ex. overtime for custodian), if any, are to be covered by fees paid by participants.	Wellness Partners (TBD by Risk Management) Corporate Care Works

Exhibit "A"

**COMMUNITY USE OF SCHOOL FACILITIES
2012-2013 SWIMMING POOL HOURLY BILLING RATE SUMMARY
School Board Policy # 7.185**

Swimming Pool*	Non - Profit Lease Rate/Hour	Commercial Lease Rate/Hour
Dive Well	50.00	100.00
Open Area (water polo)	50.00	100.00
Swim Lane Area	50.00	100.00

LABOR BILLING RATES	Hourly Billing Rates*
Lifeguard (Certified)**	25.00
Custodian	33.00
Custodial Foreperson	35.00
Lease Coordinator	40.00

Share Split		
District	50%	
Managing School	20%	
Pool lease fund	30%	

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Revised: 7/1/2012

***2 Hour minimum**

The school cannot charge lessee any hourly rate or fee other than provided for on this rate schedule (except for insurance).

****Certified Lifeguard must have required certification documents.**

Each lessee is required to have Lifeguard(s) and insurance.

In-Kind Contribution relates to the managing school's 20% only. The District's 50%, the pool lease fund's 30% and the labor rates must be paid.

** Please note the labor rates listed herein reflect the hourly billing rates charged by the District for use of District staff in performing these functions. Actual pay rates for the District individuals filling these roles will vary based on the individual's regular employment status with the District.*