



## **POLICY 7.18**

**4-C** I recommend that the Board adopt the proposed revised Policy 7.18, entitled "Community Use of School Facilities."

[Contact: Joseph Sanches, PX 47573.]

### **Adoption**

### **CONSENT ITEM**

- The Board approved development of this revised Policy at the development reading on June 6, 2012. At that meeting, the following changes were made:
  - Lines 22-33, definitions were clarified.
  - Line 117, section reference changed to "2 (e) or 2 (f)"
  - Lines 124-131, the term "recreational" has been removed
  - Line 134, a reference to Fla. Stat. §1013.10 was added
  - Lines 146-148, added "Payment for any use beyond the terms of the approved lease must be made within seven (7) days of notice from the school to lessee."
- 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 as the preamble of the Policy:

The School Board recognizes that the use of school 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 school facilities. Leasing activities at schools shall take place outside of regular

school hours. By permitting community uses of school properties and facilities, it is not the intent of the School Board to create or open any Palm Beach County School District school, school property or 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 7.18

COMMUNITY USE OF SCHOOL FACILITIES

The School Board recognizes that the use of school 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 school facilities. Leasing activities at schools shall take place outside of regular school hours. By permitting community uses of school properties and facilities, it is not the intent of the School Board to create or open any Palm Beach County School District school, school property or 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 shall include all non-profit and commercial organizations.
- d. School-Based Organizations shall mean those volunteer organizations generated by the existence of the school (e.g. booster clubs, student clubs, parent-teacher organizations or associations).
- e. Interlocal Agreement shall mean 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 shall mean not-for-profit organizations that have agreements with the School District Board of Palm Beach County that benefit the children, schools and District.
- g. In-Kind Contribution shall mean payment in goods or services that benefit the school rather than payment in money.

35    2.   **Qualification and Fee Structure**

36    a.   All qualified Community Organizations (refer to above definitions A, B and C),  
37       ~~excluding~~ including those under an Interlocal Agreement as stated below in  
38       Paragraph V, shall be required to complete a lease agreement ~~form~~ in the  
39       CAFM system. No lease is required for School-Based Organizations that  
40       maintain their funds in a school's internal account. The School Board  
41       recognizes cooperative activities with outside school-related organizations.  
42       These organizations are encouraged, appreciated and important to the work of  
43       the District. Outside school-related organizations shall be parent initiated and  
44       driven. District personnel may participate in outside school-related  
45       organizations; such activities of the District personnel shall be subject to the  
46       procedures established by the District according to appropriate internal  
47       controls and audit practices designed to limit the District's liability for collection  
48       and disbursement of the outside school-related organization's funds.

49       The following reports shall be on file with the school's principal for each  
50       outside school-related organization:

- 51       i.   Current financial statements; or
- 52       ii. Annual independent audit prepared by a licensed Certified Public  
53       Accountant.

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

56       i.   ~~Have the school complete and provide the lease agreement form. (The~~  
57       ~~current application can be found on the District's web site, and is~~  
58       ~~incorporated herein by reference as part of the Policy and is in the~~  
59       ~~process of being replaced by the Computer Aided Facilities Management~~  
60       ~~(CAFM) web based form which is incorporated by reference lease in~~  
61       ~~Tririga.~~

62       ii.  Provide the required additional documentation as identified in the CAFM  
63       lease program with the web based lease agreement form.

64       iii. Provide a copy of liability insurance policy in the amount of  
65       \$1,000,000.00, naming the School Board of Palm Beach County as an  
66       additional insured, with the Lease Agreement or purchase liability  
67       insurance from the School District.

68       iv.  Potential Lessee must not be in default on a prior-lease payment with any  
69       District school. Potential Lessee must have fully compensated the District  
70       for any damage resulting from prior use.

- 71 v. ~~Potential Lessee must not be in violation of, or have violated School~~  
72 ~~Board Policy, local, state or federal law.~~
- 73 c. Applying for a lease does not obligate the District or ~~School~~ school to agree to  
74 lease to that organization. In keeping with the express purpose of this Policy  
75 not to create or open schools as a public forum for expressive activity,  
76 Principals shall use their discretion in only approving Potential Lessees that  
77 are not inconsistent with the educational mission and vision of the School  
78 Board and the community values.
- 79 d. The school must retain, per the [District's Retention Schedule](#), a fully executed  
80 lease agreement with all additional required documentation in its files  
81 accessible for inspection.
- 82 e. The Superintendent or designee shall develop and present to the Board for its  
83 approval, whenever a change occurs, a District-wide [rate schedule](#) for the use  
84 of school facilities by Community Organizations on a non-profit and  
85 commercial basis. This rate schedule shall also determine the percentage of  
86 the school's portion and the District's portion of the fees received. The  
87 schedule shall be posted on the ~~website of the~~ District's [Planning and Real](#)  
88 [Estate Services website](#) Department.
- 89 f. All lease fees shall be governed by the District-wide rate schedule. Waivers of  
90 fees are governed by the attached [Matrix](#) that is incorporated herein as part of  
91 this policy. The Superintendent, or designee, however, may determine,  
92 depending upon the needs of the school and its students or the District-wide  
93 benefit, that the school's portion of the facility fees as stated on the rate  
94 schedule, or part thereof, may be waived, under the following conditions:
- 95 i. The lessee is a non-profit organization; and
- 96 ii. The facility shall be used for the benefit of the District's student  
97 population. Such benefits may include recreational activities, ~~fund raising~~  
98 ~~for student activities~~, or providing students with the opportunity to engage  
99 in activities that are consistent with the District's mission and curriculum.
- 100 g. This reduction of the fee must be properly calculated and documented.
- 101 h. The District's portion of the facility fee cannot be waived, except as stated  
102 within the Matrix categories B, D, E and F.
- 103 i. A school may receive an In-Kind Contribution, which reasonably reflects the  
104 value of the facility fee under the rate schedule. However, the school would  
105 still be responsible for all labor fees and the District's portion of the facility fee.
- 106 j. Adequate liability insurance coverage is required under all lease agreements.

107 **3. Execution of Leases**

108 a. Only the school Principal may execute a lease agreement. The CAFM lease  
109 agreement form ~~can be found on the District's web site as PBSD 0503~~ and is  
110 incorporated herein by reference as part of this Policy. The lease agreement  
111 form must be ~~completed~~ entered properly and completely, (including but not  
112 limited to dates, times of use and ~~signatures~~ approvals) in the CAFM system  
113 (Tririga) and signed by all parties at least forty-eight (48) hours prior to the use  
114 of the facility.

115 b. Only fees listed on the Board approved District-wide rate schedule may be  
116 charged under a lease agreement, unless a lesser amount is charged as per  
117 sub-paragraphs 2 (e) or 2 (f) ~~|| (E) or (F)~~ above.

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

120 **4. Termination of Lease Agreements**

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

124 **5. Interlocal agreements Agreements Permitting Use of Board for Recreational**  
125 **Facilities**

126 a. All Interlocal Agreements that provide for the use of School District facilities  
127 Recreational Facilities shall be approved by the School Board. Generally,  
128 governmental entities shall enter into an Interlocal Agreement with the District  
129 for use of school recreational facilities and their relationship shall be governed  
130 under the terms and conditions of the agreement.

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

134 c. Pursuant to Section 101.71(5) and 1013.10, Florida Statutes, upon request of  
135 the Supervisor of Elections, the Board allows designated school sites and  
136 facilities for use as voting places in any primary, regular or special election.

137 **6. Preparation of Food Products/Catering While Leasing**

138 While leasing school facilities, food may be sold or served on campus only if  
139 prepared in the school kitchen under the supervision of the school cafeteria staff or  
140 if prepared in commercial conditions approved by the Health Department. If  
141 catered, a copy of the license or certificate must be provided to the school.

142    **7. Payment Policy**

143       a. Fees are to be paid by check or credit card (no cash) at least ~~twenty-four (24)~~  
144       forty-eight (48) hours prior to the use of a facility. Failure to pay the fee in this  
145       timely fashion may result in termination of the agreement without written  
146       notice. No cash shall be accepted. Payment for any use beyond the terms of  
147       the approved lease must be made within seven (7) days of notice from the  
148       school to lessee.

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

153       c. Payments shall be deposited promptly by the school with appropriate  
154       documentation as required by State Board of Education Rule 6A-1.001 and  
155       the Florida Department of Education publication titled, "Financial and Program  
156       Cost Accounting and Reporting for Florida Schools, (Redbook 2001)". The  
157       amounts collected shall be separated by the school for deposit into one of  
158       these appropriate internal fund accounts: extra services-custodial; extra  
159       services-other; Florida sales tax payable; rental facilities event insurance;  
160       rental income, and utilities-facilities rental (which is the District's share of the  
161       rental proceeds). In December and June of each school year the school  
162       transmits the Utility Fee account and Event Insurance Fee account funds  
163       collected during that semester to the District's Accounting Department.

164    **8. Training**

165       a. The District shall provide training to relevant school staff as to the process  
166       used for the leasing of facilities and the provisions within this Policy.

167       b. The Superintendent may issue bulletins consistent with the provisions of this  
168       Policy.

169    STATUTORY AUTHORITY: Fla. Stat. §§ 1001.32(2); 1001.41 (1) & (2); 1001.42 (2),  
170    (21) & (26)

171    LAWS IMPLEMENTED: Fla. Stat. §§ 1001.32(2); 1001.42 (2), (11) & (12); 1001.43(2),  
172    (4), & (5); 1013.10

173    HISTORY: 2/18/72; 7/20/77; 4/18/89; 6/6/84; 6/8/94; 10/25/96; 7/29/98; 7/7/2010;  
174    \_\_\_/\_\_\_2012

Legal Signoff:

The Legal Department has reviewed proposed Policy 7.18 and finds it legally sufficient for adoption by the Board.

*Blair Lewis*

Attorney

*6/13/12*

Date



## COMMUNITY USE OF SCHOOL FACILITIES

### 2012-2013 HOURLY BILLING RATE SUMMARY

School Board Policy # 7.18

INTERIOR SPACE	Non - Profit	Commercial
	Lease Rate/Hour	Lease Rate/Hour
Classroom (maximum 50 people)	20.00	40.00
Small Auditorium Capacity <250*	50.00	100.00
Large Auditorium Capacity >250*	75.00	150.00
Band/Choral Room	30.00	60.00
Music Practice Room	15.00	30.00
Elem/Mid Cafeteria without Kitchen	30.00	60.00
Elem/Mid Cafeteria with Kitchen	50.00	100.00
High School Cafeteria without Kitchen	50.00	100.00
High School Cafeteria with Kitchen	75.00	150.00
Computer/Technical Lab	40.00	80.00
Middle School Gymnasium	75.00	150.00
High School Gymnasium	100.00	200.00
Media Center	30.00	60.00
Multipurpose Room	25.00	50.00
Courtyard	50.00	100.00

\* Add \$65.00 per hour if theater lighting and/or sound equipment will be used.

Vendor Fee ( Individual Vendor) \$ 40.00 per event day

	Non - Profit	Commercial
	Lease Rate/Hour	Lease Rate/Hour
Football/Track/Soccer	60.00	100.00
Baseball Field	25.00	50.00
Softball Field	20.00	40.00
Practice Field	20.00	40.00
Basketball Court	10.00	20.00
Tennis Court	10.00	20.00
Racquetball Court	5.00	10.00
Play Court	10.00	20.00
Covered Pavillion	15.00	30.00
Football Field Preparation Rate		\$650.00
Baseball/Soccer Field Preparation Rate		\$150.00

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

The District receives 35% of non-profit and 20% of commercial fee hourly rates for interior space, exterior space, parking and 100% for exterior lighting.

\*\* Theatre Tech. and Theatre Tech. Assistant must have the required district's Theatre and Stage Rigging Safety Training refer to Bulletin MHP-637-CLO-COO.

\*\*\*Theatre Tech Assistant may not work independent of the Theatre Tech.

\* Please note the labor billing 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.

LABOR BILLING RATES*	Hourly Billing Rates
Custodians	33.00
Custodial Forepersons	35.00
Food Service Assistants	35.00
Food Service Managers	48.00
School Police Officers	60.00
Theatre Tech.**	40.00
Theatre Tech. Assistant***	16.00
Lease Coordinators	40.00
Instructional Technical School Assistant (ITSA)	35.00
Secondary Technical Support Technician (STST)	40.00

PARKING:	Non - Profit	Commercial
Elem/Middle	150.00 per day	300.00 per day
High School	500.00 per day	1,000.00 per day

(Evening, Weekends, & Holidays)

EXTERIOR LIGHTING:	FPL	Lake Worth
	Hourly Rates	Hourly Rates
Football/Track (Stadiums)	18.00	28.00
Baseball	18.00	28.00
Practice Fields	18.00	28.00
Soccer/Softball Fields	18.00	28.00
Basketball Court	4.00	6.00
Tennis Court	4.00	6.00
Racquetball Court	4.00	6.00
Play Court	4.00	6.00

Contact: Rosa Dawson

Revised: July 1, 2012

Px : 4893T

**Exhibit "A"**

**COMMUNITY USE OF ANCILLARY FACILITIES**  
**LEASE RATE BILLING SCHEDULE**

**SAFE SCHOOL FACILITY**  
1709 N. W. Spanish River Blvd.  
Boca Raton, FL 33431

	<b>Non -Profit/Civic Hourly Billing Rates</b>	<b>Set-Up Fee</b>	<b>Profit/Commercial Hourly Billing Rates</b>	<b>Set-Up Fee</b>
<b>Room A</b>	\$65.00	\$30.00	\$130.00	\$80.00
<b>Room B</b>	\$65.00	\$30.00	\$130.00	\$80.00
<b>Room D</b>	\$60.00	\$30.00	\$120.00	\$80.00
<b>Room E</b>	\$70.00	\$30.00	\$140.00	\$80.00
<b>Kitchen</b>	\$25.00		\$50.00	
<b>Rooms A &amp; B</b>	\$100.00	\$45.00	\$200.00	\$120.00
<b>Rooms D &amp; E</b>	\$100.00	\$45.00	\$200.00	\$120.00
<b>Central Hallway</b>	N/A	\$25.00 Per table	N/A	\$25.00 Per table

<b>Labor Billing Rates</b>	<b>Hourly Billing Rates♦</b>
Custodians	\$33.00
Custodial Forepersons	\$35.00
School Police Officers	\$50.00
Lease Coordinator	\$40.00
Food Service Assistants	\$35.00
Food Service Managers	\$48.00
Instructional Technical School Assistant (ITSA)	\$35.00
Secondary Technical Support Technician (STST)	\$40.00

*The Safe School Facility cannot charge lessee any hourly billing rate or fee other than provided for on this rate schedule (except for insurance). The District receives 35% of non-profit fee and 20% of commercial fee hourly billing lease facility rates.*

*♦ 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.*

Contact: Rosa Dawson @ PX48937

7/12

**Exhibit "B"**

**COMMUNITY USE OF ANCILLARY FACILITIES**  
**LEASE RATE BILLING SCHEDULE**

**PEW LEADERSHIP DEVELOPMENT CENTER**  
9482 MacArthur Blvd.  
Palm Beach Gardens, FL 33403

	Non-Profit/Civic		Profit/Commercial	
	Hourly Billing Rates	Set-Up Fee	Hourly Billing Rates	Set-Up Fee
<b>Grand Training Room # 1</b>	\$50.00	\$30.00	\$100.00	\$60.00
<b>Training Room # 3</b>	\$15.00	N/A	\$30.00	N/A
<b>Training Room # 4</b>	\$15.00	N/A	\$30.00	N/A
<b>Conference Room</b>	\$10.00	N/A	\$20.00	N/A

<b>Labor Billing Rates</b>	<b>Hourly Billing Rates♦</b>
Custodians	\$33.00
Custodial Forepersons	\$35.00
School Police Officers	\$50.00
Lease Coordinator	\$40.00
Food Service Assistants	\$35.00
Food Service Managers	\$48.00
Instructional Technical School Assistant (ITSA)	\$35.00
Secondary Technical Support Technician (STST)	\$40.00

*The Pew Leadership Development Center cannot charge lessee any hourly billing rate or fee other than provided for on this rate schedule (except for insurance). The District receives 35% of non-profit fee and 20% of commercial fee hourly billing lease facility rates.*

*♦ 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.*

Contact: Rosa Dawson @PX48937

7/12