



POLICY 7.18

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

[Contact: Barry Present, PX 21947.]

Adoption

CONSENT ITEM

- The Board approved development of this revised Policy at the development reading on May 26, 2010.
- This Policy sets forth the lease process and leasing criteria for schools and references a Board approved leasing rate schedule. It addresses payment, allowable waivers of fees, and provides for training and lease termination. The Policy notes that the current application to lease will be replaced by a CAFM web based form
- The Policy also updates statutory references and incorporates District forms.

POLICY 7.18

COMMUNITY USE OF SCHOOL FACILITIES

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3 1. Definitions.

- 4 a. Non-profit Organizations - shall include civic, religious, or community
5 organizations that qualify as non-profit entities under the Internal Revenue
6 Service Code and/or are Florida not for profit corporations and/or
7 governmental entities.
- 8 b. Commercial Organizations - shall include all for-profit organizations and
9 private individuals.
- 10 c. Community Organizations - all non-profit and commercial organizations.
- 11 d. School-Based Organizations - those volunteer organizations generated by the
12 existence of the school (e.g. booster clubs, student clubs, parent-teacher
13 organizations or associations).
- 14 e. Interlocal Agreement- an agreement entered into by two or more governmental
15 entities under the authority of and for the purposes set forth in Chapter 163,
16 Florida statutes.
- 17 f. Cooperative Agreement Agencies- are not-for-profit organizations that have
18 agreements with the School District of Palm Beach County that benefit the
19 children, schools and District.
- 20 g. In-Kind Contribution- payment in goods or services that benefit the school
21 rather than payment in money.
- 22 h. ~~Pre-Qualification – the process of a community organization, both commercial~~
23 ~~and non-profit, qualifying to enter into lease agreements with the District for~~
24 ~~the use of school facilities.~~

25 2. Pre-Qualification and Fee Structure

- 26 a. All qualified Community Organizations (refer to above definitions A, B and C),
27 excluding those under an Interlocal Agreement as stated below in Paragraph
28 V, shall be required to complete a lease agreement form. No lease is required
29 for School-Based Organizations that maintain their funds in a school's internal
30 account. The Superintendent or designee shall establish and revise, as
31 needed, a district-wide rate schedule for the use of school facilities by
32 community organizations on a non-profit and commercial basis.

- 33 b. The process and criteria for applying for a lease requires that the potential
34 lessee:
- 35 i. Have the school complete and provide the lease agreement form. (The
36 current application can be found on the District's web site at
37 <http://www.palmbeach.k12.fl.us/Records/FormSearch.asp> as PBSB
38 0503, and is incorporated herein by reference as part of the Policy and is
39 in the process of being replaced by the Computer Aided Facilities
40 Management (CAFM) web based form which is incorporated by
41 reference.
- 42 ii. Provide the required additional documentation as identified in the CAFM
43 lease program with the lease agreement form.
- 44 iii. Provide a copy of 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. Potential Lessee must not be in default on a prior-lease payment with any
49 District school. Potential Lessee must have fully compensated the District
50 for any damage resulting from prior use.
- 51 v. Potential Lessee must not be in violation of, or have violated School
52 Board Policy, local, state or federal law.
- 53 c. Applying for a lease does not obligate the District or School to agree to lease
54 to that organization.
- 55 d. The school must retain, per the District's Retention Schedule
56 (<http://www.palmbeach.k12.fl.us/Records/Records.htm>) a fully executed lease
57 agreement with all additional required documentation in its files accessible for
58 inspection.
- 59 e. The Superintendent or designee shall develop and present to the Board for its
60 approval, whenever a change occurs, a District-wide rate schedule for the use
61 of school facilities by Community Organizations on a non-profit and
62 commercial basis. This rate schedule shall also determine the percentage of
63 the school's portion and the District's portion of the fees received. The
64 schedule shall be posted on the website of the District's Real Estate
65 Department at <http://cms.palmbeach.k12.fl.us/cms/pdf/080722->
66 SDPBC lease_rates.pdf.

67 f. All lease fees shall be governed by the District-wide rate schedule. Waivers of
68 fees are governed by the attached Matrix, that is incorporated herein as part of
69 this policy. The Superintendent, or designee, however, may determine,
70 depending upon the needs of the school and its students, that the school's
71 portion of the facility fees as stated on the rate schedule, or part thereof, may
72 be waived, under the following conditions:

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

74 ii. The facility shall be used for the benefit of the District's student
75 population. Such benefits may include recreational activities, fund raising
76 for student activities, or providing students with the opportunity to engage
77 in activities that are consistent with the District's mission and curriculum.

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

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

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

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

85 ~~b. All community organizations shall be pre-qualified by the Superintendent, or~~
86 ~~designee, before any leases are executed by the District on an annual basis,~~
87 ~~unless the lease is governed by an interlocal agreement. No pre-qualification~~
88 ~~or leases are required for organizations that maintain their funds in a school's~~
89 ~~internal accounts.~~

90 ~~c. All lease fees shall be governed by the district-wide rate schedule. A partial or~~
91 ~~complete waiver of a fee may be approved by the Superintendent, or~~
92 ~~designee, under the following conditions:~~

93 ~~i. The lessee is a non-profit organization; and,~~

94 ~~ii. The facility shall be used for the benefit of the District's student~~
95 ~~population. Such benefits may include recreational activities, fund raising~~
96 ~~for student activities, or providing students with the opportunity to engage~~
97 ~~in activities that are consistent with the District's mission and curriculum.~~

98 ~~The Superintendent or designee may establish further exceptions to the~~

99 ~~rate schedule.~~

100 ~~d. Liability insurance coverage is required under all lease agreements. County or~~
101 ~~municipal lessees, leasing under an interlocal agreement are required to carry~~
102 ~~liability insurance unless the lessee is self-insured by the unit of local~~
103 ~~government.~~

104 ~~e. The Superintendent, or designee, shall establish criteria for approving or~~
105 ~~renewing a pre-qualification.~~

106 ~~f. Pre-qualification by the Superintendent, or designee, does not obligate a~~
107 ~~school to enter into a lease agreement.~~

108 3. Execution of Leases

109 a. Only the Principal may execute a lease agreement. The lease agreement form
110 can be found on the District's web site
111 <http://www.palmbeach.k12.fl.us/Records/FormSearch.asp>, as PBSB 0503 and
112 is incorporated herein by reference as part of this Policy. The lease agreement
113 form must be completed properly, including but not limited to dates, times of
114 use and signatures. ~~Upon pre-qualification of a community organization, a~~
115 ~~principal may execute a lease agreement with that organization.~~

116 b. Only fees listed on the Board approved District-wide rate schedule may be
117 charged under a lease agreement, unless a lesser amount is charged as per
118 sub-paragraphs II (E) or (F) above. ~~Unless permitted by this Policy or the~~
119 ~~Superintendent or designee, no fees may be charged under a lease~~
120 ~~agreement other than those listed in the district-wide rate schedule.~~

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

123 4. Termination of ~~Pre-Qualification And~~ Lease Agreements

124 a. The Superintendent, or designee Principal or designated Assistant Principal as
125 designees, may cancel leases ~~or revoke pre-qualifications~~ upon twenty-four
126 (24) hours written notice to the lessee or applicant, respectively in the event of
127 an emergency, school closing or for other good cause.

128 5. Interlocal agreements

129 a. All Interlocal Agreements that provide for the use of School District facilities
130 shall be approved by the School Board. Generally, governmental entities
131 shall enter into an Interlocal Agreement with the District for use of school
132 facilities and their relationship shall be governed under the terms and

133 conditions of the agreement. Upon recommendation by the Superintendent, or
134 designee, all interlocal agreements shall be approved by the School Board.
135 Interlocal agreements do not require pre-qualification as outlined in this policy.
136 Generally, governmental entities shall enter into an interlocal agreement with
137 the District for use of school facilities.

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

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

143 6. Preparation of Food Products/Catering While Leasing

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

149 7. Payment Policy

150 a. Fees are to be paid at least twenty-four (24) hours prior to use of a facility.
151 Failure to pay the fee in this timely fashion may result in termination of the
152 agreement without written notice.

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

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

169 8. Training

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

172 b. The Superintendent may issue bulletins consistent with the provisions of this
173 Policy.

174 STATUTORY AUTHORITY: Fla. Stat. §§ ~~230.23(17); 230.23005~~, 1001.32(2); 1001.41
175 (1) & (2); 1001.42 (2), (21) & (26)

176 LAWS IMPLEMENTED: Fla. Stat. §§ ~~230.23(2); 235.02~~, 1001.32(2); 1001.42 (2), (11)
177 & (12); 1001.43(2), (4), & (5); 1013.10

178 HISTORY: 2/18/72; 7/20/77; 4/18/89; 6/6/84; 6/8/94; 10/25/96; 7/29/98; __/___2010

Legal Signoff:

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

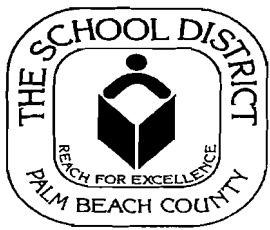
Attorney

Date

TERMS AND CONDITIONS OF THIS LEASE

This lease is governed by the provisions within Palm Beach County School Board Policy 7.18 and the following conditions:

1. The Lessee will keep said premises in as good condition as when received and will not use or permit any use thereof which will invalidate or increase the rate of insurance, or overload the floors, or otherwise damage the premises.
2. The Lessee's occupancy of said premises shall be at Lessee's sole risk and Lessee does hereby release and shall indemnify and save Lessor harmless from and against all loss, costs, damages and/or claims, including but not limited to, the Lessor's own negligence on account of injury to persons, or property, arising out of the presence on or the use of School Board property by the Lessee, its agents, members or guests.
3. The Lessee hereby warrants that said Lessee does not and will not discriminate against any person on the basis of race, religion, national origin, age or sex unless specifically exempted from compliance herewith by Federal law or Federal regulation.
4. The Lessee shall comply with and be bound by the following terms and conditions:
 - a. No acts shall be allowed in which open flames are used.
 - b. No fireworks or explosives of any nature shall be permitted in or about said facilities.
 - c. No intoxicating beverages of any kind or description shall be kept, used or consumed on the premises.
 - d. No smoking shall be allowed or permitted inside the buildings.
 - e. Foods may be sold or served on campus only if prepared in the school kitchen under the supervision of the school cafeteria personnel or if prepared in commercial conditions approved by the health department.
 - f. There shall be proper supervision for the accommodation and control of patrons attending any performance or activity.
 - g. No more than seating capacity of the auditorium or gymnasium shall be permitted at any time.
 - h. No use of the facility(ies) shall be made contrary to the laws of the State of Florida, or contrary to any ordinance, rules or regulations of any proper government agency having the right to make same.
 - i. The lessee must provide proof of the required amount insurance required by the Lessor's Office of Risk Management. Failure to provide this proof of insurance shall dissolve any obligations of the lessor under this lease.
 - j. Any other requirements or policies as stipulated by the Superintendent.
5. The Lessee has examined and knows the condition of said premises and has received the same in good order and repair, and that no representations as to the condition or repair thereof have been made by Lessor or the agent of Lessor prior to the execution of this Lease, that are not herein expressed or endorsed hereon.
6. No lessee may sublease to a third party without the approval of the Superintendent of Schools or designee (lessor).
7. Rental fees are to be paid at least twenty-four (24) hours before the use of a facility. Failure to pay this fee in timely fashion shall result in termination of this lease without written notice. A school may receive an in-kind contribution which reasonably reflects the value of the fee under the rate schedule. A principal must state the value of this in-kind contribution in the prequalification request. Lessee shall and will pay and discharge all costs, expenses and attorney's fees that shall arise from enforcing the covenants of this lease by the Lessor, or the rights of the Lessor in the premises.
8. The waiver by Lessor of any breach of any term covenant, or condition shall not be deemed to be a waiver of such term, covenant or conditions or any subsequent breach of the same or any other term, covenant or condition herein contained.
9. The Lessee agrees to identify to the lessor disabled participants/audience members at prequalification but no later than 14 days prior to the rental date. Either the Lessee, or disabled individual, or their designee, will arrange to visit the site and meet with a school administrator no later than 7 days prior to the rental date. At that time, the Lessee or the disabled individual or their designee will identify any accessibility issues that would interfere with the full use and enjoyment of the planned activity. If an accessibility issue is identified, the Lessor retains the right to offer an alternate facility, if available, rather than modifying the original facility. However, nothing herein shall require the Lessor to make such improvements and the Lessee agrees to accept the demised premises in its "as is" condition. Failure of the disabled individual or Lessee or its designee to identify accessibility issues or to meet the time constraints herein, signifies that the facility's accessibility is considered to be adequate by the Lessee, the disabled individual and/or its designee. The Lessee agrees to indemnify and hold Lessor harmless from any and all matters resulting from its use of the demised premises as it relates to the American with Disabilities Act of 1990 and the ADA Amendments Act of 2008, including any accommodation arising from the use herein.
10. The Superintendent (lessor) or designee may cancel a pre-qualification and lease upon twenty-four (24) hours written notice to the lessee.



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Lease Agreement for the Use of School Facilities

Lease ID

Fiscal Year

Lessee Type:

Status:

School Facility:

DIRECTIONS: Please review all information for accuracy and have Lessee, Principal and Witness sign and date below. After a lease agreement has been completed and after all signatures have been obtained, make copies for your school files, the Lessee and Finance. Send the *signed*, original lease to the Real Estate Services Department.

THIS AGREEMENT made on _____, between THE SCHOOL DISTRICT OF PALM BEACH COUNTY, as Lessor, and _____, as Lessee located at the following address:

Address

City

State

Zip code

Exhibits provided by Lessee include the following:

- Liability Insurance* Sales Tax Exempt Certification Status of Corporation
- Non-Profit Corporation Health Department

Event Name

Contract Creation Date

Event Description

SUMMARY

Room Cost	Ext. Lighting Cost	Total Taxes	Insurance Cost	Labor Cost	Total Waiver	Effective Cost
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That by signing this agreement, Lessor does hereby lease unto the Lessee and Lessee takes and hires from Lessor its premises for the event as described in this contract, for the purpose as specified and agreed upon, and will abide by all other Terms & Conditions listed on or attached to this lease, front and back, including all required documentation.

Signature of Lessee

Date

Signature of Principal

Date

Signature of Witness

Date

Location Cost Details

<u>Reserv.ID</u>	<u>Space</u>	<u>Rate Type</u>	<u>Planned Start</u>	<u>Planned End</u>	<u>Room Cost</u>	<u>Total Taxes</u>	<u>Insur. Cost</u>	<u>Labor Cost</u>	<u>Ext. Light Cost</u>	<u>Total Waiver</u>	<u>Effective Cost</u>
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Labor Cost Details

<u>Reserv.ID</u>	<u>Space</u>	<u>Rate Type</u>	<u>Labor.Type</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Total Cost</u>
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SAMPLE

TERMS AND CONDITIONS OF THIS LEASE

This lease is governed by Palm Beach County School Board Policy 7.18 and its corresponding Administrative Directive 7.18 and the following conditions:

1. The Lessee will keep said premises in as good condition as when received and will not use or permit any use thereof which will invalidate or increase the rate of insurance, or overload the floors, or otherwise damage the premises.
2. The Lessee's occupancy of said premises shall be at Lessee's sole risk and Lessee does hereby release and shall indemnify and save Lessor harmless from and against all loss, costs, damages and/or claims, including but not limited to, the Lessor's own negligence on account of injury to persons, or property, arising out of the presence on or the use of School Board property by the Lessee, its agents, members or guests.
3. The Lessee hereby warrants that said Lessee does not and will not discriminate against any person on the basis of race, religion, national origin, age or sex unless specifically exempted from compliance herewith by Federal law or Federal regulation.
4. The Lessee shall comply with and be bound by the following terms and conditions:
 - a. No acts shall be allowed in which open flames are used.
 - b. No fireworks or explosives of any nature shall be permitted in or about said facilities.
 - c. No intoxicating beverages of any kind or description shall be kept, used or consumed on the premises.
 - d. No smoking shall be allowed or permitted inside the buildings.
 - e. Foods may be sold or served on campus only if prepared in the school kitchen under the supervision of the school cafeteria or if prepared in commercial conditions approved by the health department.
 - f. There shall be proper supervision for the accommodation and control of patrons attending any performance or activity.
 - g. No more than seating capacity of the auditorium or gymnasium shall be permitted at any time.
 - h. No use of the facility(ies) shall be made contrary to the laws of the State of Florida or contrary to any ordinance, rules or regulations of any proper government agency having the right to make same.
 - i. The Lessee must provide proof of the required amount insurance required by the Lessor's Office of Risk Management. Failure to provide this proof of insurance shall dissolve any obligations of the Lessor under this lease.
 - j. Any other requirements or policies as stipulated by the Superintendent.
5. The Lessee has examined and knows the condition of said premises and has received the same in good order and repair, and that no representations as to the condition or repair thereof have been made by Lessor or the agent of Lessor prior to the execution of this Lease, that are not herein expressed or endorsed hereon.
6. No Lessee may sublease to a third party without the approval of the Superintendent of Schools or designee (Lessor).
7. Rental fees are to be paid at least twenty-four (24) hours before the use of a facility. Failure to pay this fee in timely fashion shall result in termination of this lease without written notice. A school may receive an in-kind contribution which reasonably reflects the value of the fee under the rate schedule. A principal must state the value of this in-kind contribution in the prequalification request. Lessee shall and will pay and discharge all costs, expenses and attorney's fees that shall arise from enforcing the covenants of this lease by the Lessor, or the rights of the Lessor in the premises.
8. The waiver by Lessor of any breach of any term covenant, or condition shall not be deemed to be a waiver of such term, covenant or conditions or any subsequent breach of the same or any other term, covenant or condition herein contained.
9. The Lessee agrees to identify to the Lessor disabled participants/audience members at prequalification but no later than 14 days prior to the rental date. Either the Lessee, or disabled individual, or their designee, will arrange to visit the site and meet with a school administrator no later than 7 days prior to the rental date. At that time, the Lessee or the disabled individual or their designee will identify any accessibility issues that would interfere with the full use and enjoyment of the planned activity. If an accessibility issue is identified, the Lessor retains the right to offer an alternate facility, if available, rather than modifying the original facility. However, nothing herein shall require the Lessor to make such improvements and the Lessee agrees to accept the demised premises in its "as is" condition. Failure of the disabled individual or Lessee or its designee to identify accessibility issues or to meet the time constraints herein, signifies that the facility's accessibility is considered to be adequate by the Lessee, the disabled individual and/or its designee. The Lessee agrees to indemnify and hold Lessor harmless from any and all matters resulting from its use of the demised premises as it relates to the American with Disabilities Act of 1990, including any accommodation arising from the use herein.
10. The Superintendent (Lessor) or designee may cancel a pre-qualification and lease upon twenty-four (24) hours written notice to the Lessee