



flaglerschools
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Use of Facilities Procedures Handbook

2019-2020

Flagler County Public Schools

Flagler County Public Schools

*P. O. Box 755 | 1769 E. Moody Blvd. | Bldg. 2 | Bunnell, FL 32110
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The School Board of Flagler County, Florida, does not discriminate in admission or access to or treatment or employment in its programs and activities based on race, color, religion, age, sex, national origin, marital status, handicap, or any other reason prohibited by law.

Supervision of students or other participants

Supervision of students or other participants in activities conducted on Flagler County Public Schools (FCPS) property by organizations using Flagler County Public School facilities is the responsibility of the organization. The following statements specify the responsibility of FCPS staff in supervising students:

1. Flagler County Public School employees are not responsible for supervising students not in attendance at school or students not authorized to participate in school sponsored activities.
2. Flagler County Public School employees shall not be responsible for supervising students arriving on these premises earlier than 30 minutes before school sponsored activities begin or those remaining on these premises for longer than 30 minutes at the end of school sponsored activities.
3. Under no circumstances should parents or guardians rely upon Flagler County Public School employees to supervise students outside of the scope of Florida Statute 232.25.

Table of Contents

INITIAL QUESTIONS:

- ❖ My organization wants to use an FCPS facility, what do we do first?
- ❖ What happens to our Use of Facilities Agreement next?

GENERAL RULES AND REGULATIONS:

- ❖ Rental Fees
- ❖ Major Improvements-Field/Playground in Lieu of Facility Fee
- ❖ Costs
- ❖ Payments

REQUIREMENTS:

- ❖ Hold Harmless
- ❖ Disclaimer
- ❖ Certificate of Liability
- ❖ Flagler District Insurance – NEFEC

SUPERVISION AND SECURITY ARRANGEMENTS

- ❖ Willingness to Serve
- ❖ Training for Use of Facility

CLEAN UP

- ❖ Custodians/Charges
- ❖ Number of Participants
- ❖ Flagler County Schools Have First Priority

GENERAL RESTRICTIONS

- ❖ Payment Address

USE OF FACILITIES PROCEDURES HANDBOOK ATTACHMENTS

Initial Questions

- **My organization wants to use a Flagler County Public School facility, what do we do first?**

The first step is to contact Use of Facility at the Government Service Building to determine if the facility is available on the date and time you would like to use it. If it is available, (Reserved Bookings will be taken no more than 2 months in advance) and accepted you will then be instructed to complete and turn in an application called a Use of Facility Agreement.

- **What happens to our Use of Facility Agreement next?**

The Use of Facility Specialist will forward the Use of Facility Agreement form to the Principal/Assistant Principal/Athletic Director of the requested school. The administrator will review your application to identify any special needs or services that will be required. The administrator will either approve or deny the request and return the form to UOF at 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110 or via email-albanoe@flaglerschools.com.

1. The Use of Facility Specialist will determine that all conditions have been met and that the organization is confirmed for using the requested facility on said date(s) and time(s). Upon **approval** of the administrator, the Use of Facility Specialist will distribute the agreement to the school/facility and will send a copy of the completed, signed and approved Use of Facility Agreement to the requesting organization. An invoice will be sent at the end of the month for all charges for yearlong contract clients. **Note: All organizations entering into a contract will be charged for the facility if they do not show up on the dates they contracted. If the School needs the facility for a school event, OR no school (CLOSED) the client will not be charged.** The check should be made payable to the individual school renting, the payment should be sent to the Use of Facility Specialist P.O. Box 755 Bunnell, FL 32110. NO Credit Cards Accepted. PAYMENT MUST BE MADE IN FULL-NO PARTIAL PAYMENTS ALLOWED.

General Rules and Regulations for Use of Facilities

- **Costs Associated with using a Flagler County Public School facility from Fee Schedule. (Rentals on rooms, gyms, fields , equipment)**

School property, facilities and equipment are intended primarily for school educational purposes and for the benefit of students. No other use shall interfere with these purposes. School facilities may be made available for community use as long as all conditions are met. If the facility is available for use, you will then be instructed to complete and submit the following forms:

- a) Use of Facility Agreement-**NO ATTACHMENT-UOF OFFICE USE ONLY!**
- b) Hold Harmless Statement-*Attachment 1*
- c) Disclaimer Statement-*Attachment 2*
- d) Use of Facility Fee Schedule, if applicable (check or money order- **One Time Events-Full payment needs to be received in advance**-(Please note: if staff needs additional time after event-invoice will follow accordingly). *Attachment 3*
- e) Insurance- Certificate of Liability OR Insurance from District/NEFEC
- f) Tax Exempt Certificates (Non-Profit Organizations)
- g) Utility Fees, if applicable
- h) Occupational License-Vendor Insurance –Craft Events, etc...
- i) Tutoring Programs-See UOF Office-Specific UOF Guidelines will be followed

Rental Fees – See Fee Schedule – Attachment 3

- **Cancelled Contracts – The client will be required to give a 30 day cancellation notice (in writing) if the client chooses to break their contract before the expiration date stated on the contract. Yearly contracts run until the beginning of the fiscal year of July 1st. UOF reserves the right to cancel.**
- **Major improvements to a field or playground in lieu of a Use of facility fee. Check with the District.** If an individual or organization wishes to make major improvements to a field or playground area in exchange for use of that field or playground area, this should be discussed with the Use of Facility specialist, who in turn would contact the principal of the facility and plant services.
- **The COST to pay school personnel for supervisory, security or custodial work related to the rental of a Flagler County Public School facility.** Cost of school staff required to be on duty beyond regular hours will be charged out at overtime rates according to the Use of Facility Agreement. Administrative and instruction personnel will be charged on an as needed basis.

Payments: Fees DUE to the District for Use of Facilities.

Those organizations entering into a contract **will be charged** for the facility if they do not show up on the dates they contracted. If the school/District needs the facility for a school event, the organization will not be charged. Clients who are not entering into a yearly contact with Flagler County Schools are required to pay for facility and/or custodial charges at the time of signing Use of Facility Agreement. This amount will be based upon estimated time for the event given to the Use of Facility Department by the client. The client will be responsible for any additional costs incurred if the event runs longer than the estimated time. If the client has overestimated the time of the function, Flagler County Schools will return the check when a new check is received from the client. (Please see fee schedule).

Storage – If storage space is available, the organization may rent space at a cost of \$50 for the whole storage room or \$25 for half the room.

After the conclusion of the event, an invoice will be generated including all final fees and costs required and sent via email. A check in that amount is to **be made payable to the school in which the event was held** and mailed to: Flagler County Schools, Attention: Use of Facilities, P.O. Box 755, Bunnell, Florida, 32110.

- **Keys----Willingness to Serve-(District Employees can work the event/avoid custodial charges)**
- **Keys are to be picked up at the UOF office and signed out by the RESPONSIBLE PERSON-Keys are to be picked up ONE day prior to the event and MUST be brought back next day following the event.**
- **W.T.S.-Qualifications:**
 - **Must be a full time Flagler County School District Employee**
 - **Must have a W.T.S. form approved and signed from the principal**
 - **Must attend training via a Custodial Coordinator (one training is sufficient for ALL Schools.)**

Requirements for Hold Harmless-Disclaimer Agreement/Insurance

- **Hold Harmless for Non School Organizations:** All organizations using school facilities shall covenant and agree at all times to save, hold, defend and keep harmless the School Board and indemnify it against any and all claims, demands, penalties, judgments, court costs, attorney's fees, and liabilities of every kind and nature whatsoever in conjunction with any injury to or death of any person or damage to property due to or arising out of the demised premises or any part thereof, or from the use of the premises by anyone occupying or using the same, or arising out of any activity of the User, or due to the installation, operation or maintenance by the User of any fixtures or equipment in or upon the demised premises or which may be incurred by reason of any default or failure of the User to comply in any respect with the provisions of the Facilities Use Agreement.
- **Disclaimer for Non School Organizations: Except for school based organizations, all organizations; using school facilities must** make it known that neither the School Board nor the administration have endorsed the users' activities. Any advertisement or circular must contain language to that effect. The suggested disclaimer is "Flagler County Schools do not specifically endorse or support the program or individuals involved in _____".
- **Certificate of Liability Insurance:** All groups using school facilities (except school based or direct support organizations) must attach to the Use of Facility Agreement, a certificate of liability insurance as evidence that insurance is in full force at the time of use of the facility. Governmental agencies may provide a statement of self-insurance in lieu of a certificate of insurance. A copy of the certificate or statement must be on file with the Use of Facility Specialist. **Flagler County Schools** must be named as an additional insured on the certificate of insurance-**CERTIFICATE HOLDER**. The certificate shall specify the date or range of dates for which the user is insured while using a Flagler County Public School Facility. An organization or group may submit one copy of its certificate of insurance to document sufficient insurance coverage, even if the organization or group applies to use several different Flagler County Public School facilities. If 2 teams use the same insurance policy-both team names should be noted on the certificate.

Event coverage may be purchased through the school system through NEFEC.

Limits of coverage for this contract shall be indicated on the certificate of insurance as follows:

- Limits of at least \$200,000 for injury to any one person and \$300,000 for any one occurrence or combined single limit of \$300,000 must be carried by the user.

- **Worker's Compensation:** If the group or organization has employees who will be working at an activity or event held at a Flagler County Public School facility or is hiring or using a third party who will in turn have its employees working at this activity or event, the current statutory limit for worker's compensation insurance shall apply.
- **Automobile Liability Insurance:** If the group or organization owns vehicles which will be used in conjunction with an activity or event held at a Flagler County Public School facility or is hiring or using a third party who will be using their vehicles, coverage limits including bodily injury and property damage of not less than \$500,000 for each occurrence shall apply.

Supervision and Security Arrangements:

Supervision and security arrangements for each site and event **MUST** be arranged. The level and or UOF Director or Supervisor of supervision required for a specific event will be determined by the school Principal based on the facility and the type of activities planned for the event. The required supervision will be specified in the Use of Facility Agreement. The Use of Facility Specialist will indicate to the organization that it is mandatory to have a School District EMPLOYEE on site during the event. This must be enforced due to the increase of insurance requirements placed on the District. The "Willingness to Serve" W.T. S. and or Training for Use of Facility - Agreement is needed and must be attached to the Use of Facility Agreement. **THIS FORM MUST BE SIGNED AND APPROVED BY THE SCHOOL ADMINISTRATION, Custodial Coordinator/Lead or Assistant Custodial Supervisor (BEFORE THE EVENT TAKES PLACE-no more than 2 months in advance).**

The school's Principal or Director determines the security arrangements that are appropriate for each facility and event or activity. It is the responsibility of the organization to comply with the security arrangements as specified in the Use of Facility Agreement. You may ask for a review of the required security arrangements if you feel they are inappropriate.

Supervision of students or other participants in activities conducted on Flagler County Public School property by organizations using Flagler County Public School facilities is the responsibility of the organization. The following statement specifies the responsibility of Flagler County Public School staff in supervising students.

1. Flagler County Public School employees are not responsible for supervising students not in attendance at school or students not authorized to participate in school-sponsored activities.
2. Flagler County Public School employees shall not be responsible for supervising students arriving on these premises earlier than 30 minutes before school-sponsored activities begin or those remaining on these premises for longer than 30 minutes at the end of school-sponsored activities.
3. Under no circumstances should parents or guardians rely upon Flagler County Public School employees to supervise students outside of the scope of Florida Statute 1003.31.

Clean-up for Use of Facility

It is the responsibility of the organization using the facility to set up and break down after the event or activity so that students and staff may use the facility. **Organization must pay the cost of custodians at the rate of \$35.00 per hour which includes overtime pay, insurance, and worker's compensation. Custodial charges will not be assessed if custodians are already working their regular shift during the hours of the event, PROVIDING NUMBER OF PARTICIPANTS ARE NOT GREATER THAN 150 (with major setup and no food is involved).** If more than one organization is using the facility at the same time, there will be a share of cost for the custodian. Charges will be waived if a District Employee signs a Willingness to Serve Form and attends formal training AND signs the training form with the Custodial Services Trainer to learn proper cleaning and disinfecting techniques...trash duty (see **ATTACHMENTS 4 & 5**)

- **Groups are required to relinquish their permission to use a facility for Use of District Event.** Organizations that have a completed and approved Use of Facility Agreement for a specific facility may not be “bumped” by another **external** organization wishing to use the same facility on a **specific date or time**. The exception to this would be if a **small** group or church is renting a large specialty room, Use of Facility reserves the right to move the small church or group from the large specialty room to a smaller room in order to accommodate the larger group. However, should the schools or any other Center related to the District need to use the facilities on that date/time due to unforeseen circumstances, then the organization will be required to reschedule or cancel the use of the facility? The organization will not be charged in such instances. A new Use of Facility Agreement will not need to be completed. A change in the dates listed on the original agreement, initialed by the principal/assistant principal and the organization's representative, will be sufficient to represent a new agreement for the

rescheduled activity. Dates of insurance coverage may need to be adjusted to be sure coverage is in force on the new date(s). **SCHOOL DISTRICT EVENTS ALWAYS TAKE FIRST PRECEDENCE.**

- **ALL Flagler County Schools have first priority on facilities reserved for use by Flagler County Public School.**

First priority for the use of Flagler County Public School facilities is reserved for Flagler County Public School students and staff. This priority includes “extended day” services, before and after school, games and practices for team sports, school-sponsored club activities, band and chorus practices and programs and other school-sponsored extracurricular activities.

Availability at times other than those when the facility is in use by Flagler County Public School students or staff is determined by the school's Principal.

- **If my organization has an approved Use of Facility Agreement with a school, what is required to use facilities at other schools?**

If you have an approved Use of Facility Agreement to use a facility at one school, you need only complete a second Use of Facility Agreement to rent or use a facility at a second school. You do not need to submit an additional certificate of liability insurance as long as the coverage dates include the new date(s) you will be using the facilities and covers the applicable district locations.

- **Inspection of the facility before and after the event.**

It is the responsibility of the Group/Organization to report any and all problems observed prior to the use in writing to the Use of Facility Specialist who will bring it to the attention of the principal/assistant principal. EMAIL-albanoe@flaglerschools.com. If a Group/Organization should cause damage, it must be reported immediately. If Flagler County School Board staff observes damage, it will be reported to the principal and the Use of Facility Specialist. The necessary repairs will be made and billed to the Group/Organization.

- **How are problems monitored by the district?**

Organizations that have failed to comply with the required remedy shall not be eligible to use other **Flagler County Public School** facilities until the specific problem has been resolved. A district monitoring system keeps track of organizations that have unresolved problems related to Use of facility. No application to use a Flagler County Public School facility will be approved for an organization that has an unresolved facilities use problem.

- **How can a decision be appealed?**

If you feel that a decision of the school's facility contact is inappropriate, the initial action should be to request a review of the decision by the principal. If you are not satisfied with the results of this review, you may appeal the decision in writing to the Superintendent. The appeal should include a complete description of the situation and a copy of any applicable Use of Facilities Agreements. A copy of the letter of appeal should be sent to the principal, at the same time it is sent to the Superintendent. In all cases, the decision of the Superintendent is final and cannot be appealed.

<p style="text-align: center;">What General Restrictions Apply to Activities and Events Conducted on Flagler County Public School Property?</p>
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1. Smoking is not permitted on Flagler County Public School property.
2. Gambling, alcoholic beverages, illegal substances or weapons are not permitted on Flagler County Public School property.
3. NO Flyers or Brochures should be handed out for Religious Purposes on School Grounds- State Law. Any flyer information will need to be approved by Sabrina Crosby or Ellen Albano – 2nd floor -Government Services Building.
4. **Parking is not permitted on play fields or lawns.**
5. **The Code of Student conduct will apply to students participating in the activity.**
6. **The organization shall be sure to conduct play activities in a sportsmanlike manner. No fighting or roughhousing is allowed.**

All School Board Policies must be followed, including but not limited to School Board Policy 320 (Community Use of School Facilities)

- **Who is the district contact for questions about the Facilities Use Procedures?**

The district contact is Ellen Albano. She is located at 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110. She can be contacted by phone at (386) 437-7526, ext. 1127 or at albanoe@flaglerschools.com.

All Payments must be mailed to:

Flagler County School Board

P.O. Box 755

Bunnell, Florida 32110

Attention: Use of Facilities

Use of Facilities Procedures Handbook Attachments

1. Hold Harmless Statement

2. Disclaimer Statement

3. Use of Facility Fee Schedule

**FLAGLER COUNTY PUBLIC SCHOOLS
FACILITY USE HOLD HARMLESS STATEMENT
2019-2020
PLEASE PRINT**

DATE: _____/_____/_____

School/Facility: _____

I, _____, duly authorized

Representative of _____

(Organization Name)

covenant and agree at all times to save, hold and keep harmless the School Board of Flagler County and indemnify it against any and all claims, demands, penalties, judgments, court costs, attorney's fees, and liabilities of every kind and nature whatsoever in connection with any injury to or death of any person or damaged property due to or arising out of the demised premises, or any part thereof, or from the use of the premise anyone occupying or using the same, or arising out of any activity of the User or due to the installation, operation or maintenance by the User of any fixtures or equipment in or upon the demised premises or which may be incurred by reason of any default or failure of the User to comply in any respect with the provisions of this Agreement.

Signed the _____ day of _____, 20_____.

By:

Signature: _____

Title: _____

Mailing Address: _____

Phone: _____

FLAGLER COUNTY PUBLIC SCHOOLS

**FACILITY USE
2019-2020**

PLEASE PRINT

Disclaimer for Non School Organizations

Except for school based organizations, all organizations using school facilities must make it known that neither the School Board nor the administration has endorsed the users' activities. Any advertisement or circular must obtain language to that effect. The suggested disclaimer is:

"Flagler County Schools do not specifically endorse or support the program or individuals involved in
" _____ "

Print Name: _____

Signature: _____

Organization: _____

DATE: _____/_____/_____

USE OF FACILITY FEE SCHEDULE

All organizations participating in the USE of FACILITIES PROGRAM must make known to all the participants of their event that they are NOT AFFILIATED WITH THE FLAGLER COUNTY SCHOOL DISTRICT regarding this event. WRITTEN NOTIFICATION IS REQUIRED.

Room	Room Type/Use	Rate per hour or Event
Classroom Standard Office Space Large Office Space	For meeting purposes only Approx. 144 sq ft Approx. 240 sq ft	\$25/hour \$30/month \$55/month
Specialized Room	Band, choral, media center, training rooms Skating Rink BTE	\$40/hour \$105/hour
Cafeteria/Courtyard	Meetings	\$40/hour
Multi-purpose Room Tracks	Multi-purpose Running, walking	\$40/hour
Auditorium-MHS-intelligent lights Stage Lighting-MHS Piano-MHS	Concerts, large meetings, recitals Recitals, Shows	\$155/hour \$55/hour \$155/event
Kitchen	Set up/preparation, banquets, parties, etc.	\$30/hour
Gym Outdoor Courts Gymnasium Scoreboard	Practice, League Play Sporting Events	\$45/hour \$300 refundable deposit
Large Parking Lots (Elementary Schools)	Shows, Large Events	\$205/hour if using school's electric \$105/hour if <u>not</u> using school's electric
Small Parking Lots (Elementary Schools)	Shows, Large Events	\$205/hour if using school's electric \$105/hour if <u>not</u> using school's electric
Football Fields/Stadium		\$305/per use
Football Practice/Stadium	Striping, All Fields Taping of Floor (covering) Lighting Supervision-2 people @ \$40/hour All fields Concession	\$125/per use \$200/per use \$105/hour \$80/hour \$55/hour
Fields	Baseball, Practice, Soccer Lighting Concession	\$155/per use \$55/per hour \$55/per hour
All Rooms at Facility *Flagler County Schools employee involved with non-school team Additional Fees (if required)	Custodial Staff Food Service Staff Plant Services Staff Technology Staff MHS Theater Staff	Non-School Teams and Off-Season Participation: Flat fee of \$250/per school yr (Jul 1- Jun 30) \$35/hour - 2 hour minimum \$35/hour - 2 hour minimum \$50/hour - 2 hour minimum \$40/hour - 2 hour minimum \$60/hour - 2hour minimum
Flagler County Youth Center (outside clients)	Rink Rent Rental Lighting	\$45/hour \$55/hour

Concession will be run by the facility the event is taking place at and will be made available to all sports/club teams/groups at that facility on a rotating schedule

All groups designated as “outside organization”, are not affiliated with the Flagler School District.

Additional staff and fees will be charged for additional hours as needed.

The District prefers that teams play on the practice field whenever possible.

When Custodial Staff are not in the Schools or Center (closed) and has to be brought in for event, custodial charges will apply.

Clients who are not entering into a yearly contract with Flagler County Schools are required to pay for facility and/or custodial charges at time of signing Use of Facility Agreement. This amount will be based upon estimated time for the event given to the Use of Facility Department by the client. The client will be responsible for any additional costs incurred if the event runs longer than the estimated time. If the client has overestimated the time of the event, Flagler County Schools will issue a refund. Late payments: A one week grace period if approved by administration-longer than that-a 5% charge will be added to the total amount due.