

School Board Policy 6Gx50-7.18  
**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.

I. 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 District 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.

II. Qualification and Fee Structure

- A. All qualified Community Organizations (refer to above definitions A, B and C), excluding those under an Interlocal Agreement as stated below in Paragraph V, shall be required to complete a lease agreement form. No lease is required for School-Based Organizations that maintain their funds in a school's internal account.

- B. The process and criteria for applying for a lease requires that the potential lessee:
1. Have the school complete and provide the lease agreement form. (The current application can be found on the District's website at <http://www.palmbeach.k12.fl.us/Records/FormSearch.asp>. as PBSO 0503, and is incorporated herein by reference as part of the Policy and is in the process of being replaced by the Computer Aided Facilities Management (CAFM) web based form which is incorporated by reference.
  2. Provide the required additional documentation as identified in the CAFM lease program with the lease agreement form.
  3. Provide a copy of liability insurance policy in the amount of \$1,000,000.00, naming the School Board of Palm Beach County as an additional insured, with the Lease Agreement or purchase liability insurance from the School District.
  4. Potential Lessee must not be in default on a prior-lease payment with any District school. Potential Lessee must have fully compensated the District for any damage resulting from prior use.
  5. Potential Lessee must not be in violation of, or have violated School Board Policy, local, state or federal law.
- C. Applying for a lease does not obligate the District or School to agree to lease to that organization.
- D. The school must retain, per the District's Retention Schedule (<http://www.palmbeach.k12.fl.us/Records/Records.htm>) a fully executed lease agreement with all additional required documentation in its files accessible for inspection.
- E. The Superintendent or designee shall develop and present to the Board for its approval, whenever a change occurs, a District-wide rate schedule for the use of school facilities by Community Organizations on a non-profit and commercial basis. This rate schedule shall also determine the percentage of the school's portion and the District's portion of the fees received. The schedule shall be posted on the website of the District's Real Estate Department at [http://cms.palmbeach.k12.fl.us/cms/pdf/080722-SDPBC\\_lease\\_rates.pdf](http://cms.palmbeach.k12.fl.us/cms/pdf/080722-SDPBC_lease_rates.pdf).

- F. All lease fees shall be governed by the District-wide rate schedule. Waivers of fees are governed by the attached Matrix, that is incorporated herein as part of this policy. The Superintendent, or designee, however, may determine, depending upon the needs of the school and its students, that the school's portion of the facility fees as stated on the rate schedule, or part thereof, may be waived, under the following conditions:
  - 1. The lessee is a non-profit organization; and
  - 2. The facility shall be used for the benefit of the District's student population. Such benefits may include recreational activities, fund raising for student activities, or providing students with the opportunity to engage in activities that are consistent with the District's mission and curriculum;
- G. This reduction of the fee must be properly calculated and documented;
- H. The District's portion of the facility fee cannot be waived, except as stated within the Matrix categories B, D, E and F.
- I. A school may receive an In-Kind Contribution, which reasonably reflects the value of the facility fee under the rate schedule. However, the school would still be responsible for all labor fees and the District's portion of the facility fee.
- J. Adequate liability insurance coverage is required under all lease agreements.

### III. Execution of Leases

- A. Only the Principal may execute a lease agreement. The lease agreement form can be found on the District's web site <http://www.palmbeach.k12.fl.us/Records/FormSearch.asp>. as PBSD 0503 and is incorporated herein by reference as part of this Policy. The lease agreement form must be completed properly, including but not limited to dates, times of use and signatures.
- B. Only fees listed on the Board approved District-wide rate schedule may be charged under a lease agreement, unless a lesser amount is charged as per sub-paragraphs II (E) or (F) above.
- C. No leases shall extend beyond the end of the fiscal year unless

approved by the Superintendent, or designee for good cause shown.

#### IV. Termination of Lease Agreements

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

#### V. Interlocal agreements

- A. All Interlocal Agreements that provide for the use of School District facilities shall be approved by the School Board. Generally, governmental entities shall enter into an Interlocal Agreement with the District for use of school facilities and their relationship shall be governed under the terms and conditions of the agreement.
- B. Parties using School District facilities under an Interlocal Agreement are required to carry adequate liability insurance unless the user is self-insured.
- C. Pursuant to Section 101.71(5), Florida Statutes, upon request of the Supervisor of Elections, the Board allows designated school sites and facilities for use as voting places in any primary, regular or special election.

#### VI Preparation of Food Products/Catering While Leasing

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

#### VII Payment Policy

- A. Fees are to be paid at least twenty four (24) hours **prior to** the use of a facility. Failure to pay the fee in this timely fashion may result in termination of the agreement without written notice.
- B. A school may receive an In-Kind Contribution, which reasonably reflects the value of the fee under the District-wide rate schedule. A Principal must state the value of this In-Kind Contribution in the lease agreement form and this transaction must be properly documented.
- C. Payments shall be deposited promptly by the school with appropriate documentation as required by State Board of Education Rule **6A-**

**1.001 and the** the Florida Department of Education publication titled, “Financial and Program Cost Accounting and Reporting for Florida Schools, (Redbook 2001)”. The amounts collected shall be separated by the school for deposit into one of these appropriate internal fund accounts: extra services—custodial; extra services—other; Florida sales tax payable; rental facilities event insurance; rental income, and utilities—facilities rental (which is the District’s share of the rental proceeds). In December and June of each school year the school transmits the Utility Fee account and Event Insurance Fee account funds collected during that semester to the District’s Accounting Department.

#### VIII. Training

- A. The District shall provide training to relevant school staff as to the process used for the leasing of facilities and the provisions within this Policy
- B. The Superintendent may issue bulletins consistent with the provisions of this Policy.

#### STATUTORY AUTHORITY

§ ~~230.23(17); 230.23005~~, 1001.32(2); 1001.41 (1) & (2); 1001.42 (2), ~~(19)~~ (21) & ~~(25)~~ (26), Fla. Stat.

#### LAW IMPLEMENTED:

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

#### HISTORY:

2/18/72; 7/20/77; 4/18/89; 6/6/84; 6/8/94; 10/25/96; 7/29/98; 7/7/10