



Book	School Board Policies
Section	Ch. 7. Facilities and Operations
Title	Community Use of District Facilities
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Policy 7.18 - Community Use of District Facilities

1. Purpose

The School Board recognizes that the use of facilities by the public may be mutually beneficial to all parties involved. In accordance with Fla. Stat. §§ 1001.43(5) and 1013.10, the Board may adopt policies and procedures necessary to protect school facilities and grounds when used by the community. This policy is to provide uniform procedures for the use of the District's facilities by the public.

2. Definitions

- a. Commercial Organizations shall include all for-profit organizations and private individuals.
- b. 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 a not-for-profit corporation under the law of a state and/or governmental entities.
- c. Behavioral Health, Cooperative or Service Agreement Agencies shall mean not-for-profit organizations that have an agreement with the School Board for the benefit of the children, and/or schools and/or District.
- d. Interlocal Agreement shall mean an agreement entered into by the School Board and one or more governmental entities under the authority of and for the purposes set forth in Chapter 163, Florida Statutes.
- e. Polling Places shall include the Supervisor of Elections and individual municipalities for securing sites for their elections.
- f. School-Based Organizations shall mean those volunteer organizations generated by the existence of a District-operated, non-charter school (e.g. School Foundations, booster clubs, parent-teacher organizations or associations).
- g. Employee-Based Organizations shall mean District-recognized employee organizations such as the Staff Association, Principal's Association, labor unions representing employees, Wellness Partners, Corporate Care Works, and professional associations and or other organizations that provide professional development opportunities primarily for the benefit of District employees or school-based personnel (i.e., school nurses).
- h. Girl and Boy Scouts shall mean the Girl Scouts of the United States of America and the Boy Scouts of America.
- i. Potential Lessee shall mean an individual, entity or organization that has made a request to lease a District property or facility.
- j. In-Kind Contribution shall mean payment in goods or services that directly benefits a school or facility in lieu of the payment of money.

3. Policy Statement

The Superintendent or designee shall manage and supervise the leasing process for community use of District facilities using industry best practices. By permitting community uses of District properties and facilities, it is not the intent of the School Board to create or open any Palm Beach County School District property or facility as a public forum or a limited public forum for expressive activity, nor is it the intent of the School Board to create a venue or forum for the expression of partisan political or 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.

4. Aquatic Facilities of the District

School District aquatic programs, practices and scheduled meets will have priority for the use of District swimming pool facilities. Swimming pool facilities are to only be leased for aquatic programs and competitive activities such as swimming, diving, water polo practices and competitions and shall not be leased for leisure activities such as pool parties and/or open swims.

5. Filming

- a. If the lease involves Filming as defined in Policy 2.54, in addition to the lease, the approval of the Superintendent is required pursuant to Policy 2.54 and the additional conditions of Policy 2.54 must be included in the permit issued by the Palm Beach County Film and Television Commission or an addendum to the lease.
- b. In cases where there are clear benefits to the District or its students, the Superintendent has the authority to waive leasing fees for filming, as determined to be in the best interests of the School Board. The Facility Lease Fee Waiver Documentation form PBSB #2574 must be completed, fully executed and uploaded to the IBM Tririga system.

6. Qualification

- a. All qualified entities as defined in sub paragraphs 2 a, b, d, f, g, and h, above, and set forth in the Matrix, which is incorporated herein by reference and attached hereto, including those under an Interlocal Agreement as stated below in Paragraph 10, shall be required to complete a lease agreement in the IBM Tririga system. A lease is required for all non-school events, non-District events and non-school sponsored events. A lease is required for all events for School-Based Organizations (PTA, PTO, PTSA) except for regular PTA, PTO, PTSA meetings. All PTA, PTO, or PTSAs must provide a copy of their certificate of insurance naming the School Board of Palm Beach County, Florida as an additional insured to their respective school principal upon renewal each year.
- b. The process and criteria for applying for a lease requires that the Potential Lessee:
 - i. Request that the School District facility complete a web based lease in IBM Tririga.
 - ii. Provide the required additional documentation as identified in the IBM Tririga lease program with the web based lease.
 - iii. Provide a copy of the certificate of insurance including insurance requirements as outlined by the terms and conditions of the lease agreement, naming the School Board of Palm Beach County, Florida as an additional insured, with the Lease Agreement.
 - iv. Potential Lessee must not be in default on a prior-lease payment with any District facility. Potential Lessee must have fully compensated the District for any damage resulting from prior use.
- c. Applying for a lease does not obligate the District or its Principal/Director to agree to lease to that Potential Lessee. Principals/Directors shall use their discretion in only approving Potential Lessees and events or activities that are not inconsistent with the educational mission and vision of the School Board and the community values. Principals/Directors shall decline to enter into a lease with a Potential Lessee for activities or events that include partisan political rallies. Principals/Directors shall use their discretion in deciding whether to approve or not approve a Potential Lessee when the activity or event is anticipated to address controversial social issues. Factors to be considered by a Principal/Director in making the decision to approve or not approve a particular activity or event, include but are not limited to: the community standards where the school is located; the consistency of the event or activity with the educational mission and vision of the School Board; the target audience of the event or activity; the reputation of the Potential Lessee in the community; whether only one or both sides of the issue will be represented/presented; whether the activity or event will be open to the public; whether admission or another fee will be charged in order to participate; and whether the media will be invited. In the event that the Principal/Director is uncertain as to whether to approve or disapprove a Potential Lessee whose activity or event involves a controversial social issue after considering the factors listed herein and any other relevant information, the Principal/Director shall consult with the Instructional and/or Regional Superintendent who may consult with the Deputy Superintendent/Chief of Schools, or Superintendent prior to making a decision.
- d. The facility/school must retain, per the District's Retention Schedule, a fully executed lease agreement with all additional required documentation in its files accessible for inspection.
- e. Adequate liability insurance coverages, as determined by the Risk and Benefits Management Department, stated in the Terms and Conditions is required under all lease agreements. Depending on the circumstances, additional insurance may be required.
- f. Activities at school sites pursuant to a lease shall take place outside of regular school hours, unless approved by the Superintendent or Deputy Superintendent/Chief of Schools. Activities at ancillary facilities pursuant to a lease may take place during normal operational hours provided the lease activities do not unreasonably interfere with the normal activities at the ancillary facilities.
- g. Funeral services (i.e. services where the body or remains of the deceased person are present, including urns and caskets) are prohibited as a school sponsored event or under a lease. Memorial services commemorating the life of a deceased person shall only be permitted under the following circumstances:
 - i. As a school sponsored event for a student who was enrolled at the school at the time of death, or a current or former District employee, and the service shall be exclusively for the students, faculty, staff, and immediate family of the deceased and not open to the general public upon approval in advance by the Regional Superintendent, Chief Operating Officer and Chief of Police.
 - ii. Memorial services shall only be permitted under a lease under special circumstances conditioned upon:
 - A. The service is accessory to a current ongoing lease (for example, an ongoing Church or public assembly lease), and conditioned upon approval in advance by the Regional Superintendent, Police Chief and Chief Operating Officer via Risk Management form PBSB #2498; or
 - B. If the individual being memorialized had a significant affiliation with the school and/or community, as determined by the Superintendent or Deputy Superintendent/Chief of Schools, and conditioned upon approval in advance by the Regional Superintendent, Police Chief (including pursuant to Section 17.a. below) and Chief Operating Officer via Risk Management form PBSB #2498.

- h. All events and activities on District properties or facilities shall be in compliance with all applicable School Board Policies. Additionally, the manufacture, distribution, dispensation, possession, consumption or use of alcohol, tobacco products of any kind, e-cigarettes or controlled substances or the possession or use of unmanned aerial vehicles, also known as drones, on District properties and facilities is strictly prohibited and violation of this provision shall subject the lessee in violation hereof to being banned from future use of the property or facility.
- i. Use or occupation of a school/facility pursuant to a Business Partnership Agreement under Policy 7.151, except for the display of a Business Partnership Recognition Banner, in lieu of a lease under this Policy is prohibited.
- j. In situations when the commonly understood nature of the lease will involve direct contact between the Potential Lessee and students (i.e. private lessons provided by the Potential Lessee after school to students of the school, summer camp programs, etc.), the Potential Lessee must warrant and represent that all employees, agents, and contractors of Potential Lessee who will have direct student contact have undergone and passed a level 2 background screening.
- k. Except when the Potential Lessee is a School-Based Organization, the Potential Lessee shall be required to include the following disclaimer in a prominent place on all websites and advertising materials and to provide copies of the website pages and all advertising materials that the Potential Lessee produces or distributes to the Principal/Director:
“(Potential Lessee) is not affiliated with or endorsed by the School Board of Palm Beach County or (school name) and the events/activities hosted by (Potential Lessee) on (school’s name)’s premises pursuant to a lease agreement shall not be construed as being conducted, funded, hosted, or sponsored by the School Board or (school name) on behalf of (Potential Lessee). The School Board and (school name) undertake no responsibility for supervising or monitoring (Potential Lessee)’s events/activities and will not be liable for any and all actions of (Potential Lessee) on (school name)’s premises.”

7. Fee Structure

- a. The Superintendent or designee shall develop and present to the Board for its approval, whenever a change occurs, District-wide rate schedules for the use of school, ancillary and swimming pool facilities by other entities on a non-profit and commercial basis. The rate schedules shall also set forth the fees received. The schedules shall be posted on the District’s Planning and Intergovernmental Relations website.
- b. All Lease fees shall be governed by the District-wide rate schedules. Waivers of fees are governed by the attached Matrix and incorporated herein as part of this policy. The Superintendent or designee, however, may determine, depending upon the needs of the facility, fees as stated on the rate schedules, or part thereof, may be waived, under the following conditions:
 - i. The lessee is a Non-Profit Organization; and
 - ii. The facility shall be used for the benefit of the District’s student population. Such benefits may include recreational activities that are consistent with the District’s mission and curriculum; and
 - iii. The students and their parents are not charged any type of fee for participation in the program, including but not limited to registration fees, material, supply or equipment fees or mandatory donations of any type, except on a cost recovery basis.
 - iv. The Facility Lease Fee Waiver Documentation form PBSD #2574 must be completed, fully executed and uploaded to the IBM Tririga system.
 - v. Exceptions to this section may only be permitted upon approval by the Deputy Superintendent, Superintendent or School Board, as determined to be in the best interests of the School Board.
- c. Only fees listed on the Board approved District-wide rate schedules may be charged under a lease agreement, unless a lesser amount is charged as per sub-paragraph 7(a) or (b) above.
- d. Any reduction of the fee must be properly calculated and documented using Form PBSD #2574. The completed, fully executed form must be uploaded to the IBM Tririga system.
- e. The District’s portion of the facility fee cannot be waived, except as stated within the Matrix categories C, D, E, F and G (1), H (1) and I (1), or as approved on a case by case basis by the Deputy Superintendent or Superintendent, based on a finding that the activity provides substantial benefits to District student or staff population or other compelling, documented justification using Form PBSD #2574. The District’s Cost Recovery Assessment Table may be used as a consideration for waiver of the District’s portion of the facility fee.
- f. School-Based Organizations and School District activities per Matrix Category F permits facility fees to be waived but any labor cost associated with such event (custodial, security or food service personnel) shall be paid based on the District’s hourly rate schedule and Matrix. In compliance with applicable wage and hours, cafeteria staff may not volunteer for service in the kitchen since this is their regular job. All non-exempt employees must be appropriately compensated for hours worked; to include hourly wages plus cost of benefits. (See Community Use of School Facilities Labor Billing Rates)
- g. A school/facility may receive an In-Kind Contribution, which reasonably reflects the value of the facility fee under the rate schedule, provided it meets all of the criteria set forth below. The Principal/Director must state the value of the In-Kind Contribution in the lease agreement form and the transaction must be properly documented. However, the school/facility would still be responsible for all labor fees and the District’s portion of the facility fees, unless the District’s portion of the facility fee is waived in accordance with subparagraph e., above.

8. Execution of Leases

- a. Authority to approve an IBM Tririga lease is delegated to the Superintendent, Deputy Superintendent/Chief of Schools, Instructional or Regional Superintendent, Division Chief or Principal/Facility Director, pursuant to this Policy. A Principal/Facility

Director may not delegate his or her authority to any subordinate member of his/her staff or any third-party, such as the President of the PTA, PTO, PTSA or school foundation. The IBM Tririga lease agreement must be entered properly and completely, (including but not limited to dates, times of use and approvals) in the IBM Tririga system and signed by all parties at least forty-eight (48) hours prior to use of the facility.

- b. No lease shall have a term greater than 12 months or span more than one fiscal year unless approved by the Superintendent or designee. This provision shall not prohibit a Principal or Facility Director from processing and approving a lease prior to the last day of school that creates a new lease for the upcoming new fiscal year for July and August only, due to the absence of staff during the summer.
- c. Authority is delegated to the Office of General Counsel to: (i) update/modify the IBM Tririga lease form terms and conditions from time to time; and (ii) customize on a one-time basis the IBM Tririga lease form terms and conditions in situations where such one-time customizations are warranted because the lessee is another governmental or public entity. Authority to execute leases containing one-time customizations is delegated to the Chief Operating Officer.
- d. The Board retains the authority to approve leases which are beyond the scope of the IBM Tririga lease.

9. Termination of Lease Agreements

- a. The Superintendent or designee may cancel a lease, without any liability to Lessee, in the event of an emergency, facility closing, the lessee's payment with a dishonored check or draft, misrepresentation by lessee regarding the nature of the event or the number of attendees, security concerns, concerns for the health, safety and welfare of the students, faculty, staff and employees of the Board or for other good cause, by providing written notice to the lessee as soon as practicable.
- b. All fees paid shall be non-refundable except in the following situations:
 - i. Lessor cancels the event for a reason other than Lessee's default or anticipatory breach of the lease, including but not limited to, natural catastrophe or storm perils, if the school staff is not able to open the facility and make it available; or
 - ii. The Chief of Facilities determines that a major system malfunction or significant facility deficiency/condition prevented Lessor from being able to provide the facility in an acceptable leasing condition; or
 - iii. A Lessee cancels an ongoing lease that was paid advance and provides at least two weeks' notice; or
 - iv. Illness - the lessee or key individual of the lessee, in cases where the lessee is not an individual, must provide documented proof of illness and written notice of cancellation at least seventy-two (72) hours before the event is scheduled to begin;
 - 1. If the lessee is an entity and not an individual the lessee is also required to provide an explanation of how the illness of the key individual prevented the entity from holding the event.
 - v. Exceptions to the foregoing may only be approved by the Superintendent or Deputy Superintendent/Chief of Schools, as determined to be in the best interests of the School Board.
- c. Approval of any credit or refund under subsection (b) above must be approved by the Principal or Facility Administrator and Chief of Facilities Management and will incur a service charge in the amount of:
 - i. The greater of \$50.00 or 35% of the facility use fee; plus
 - ii. Any labor provided prior to termination.
- d. Any credit approved will be applied to the next usage of the facility where funds are due and not yet paid and must be used within the present school year.

10. Interlocal Agreements Permitting Use of Board Facilities

- a. All Interlocal Agreements that provide for the use of District facilities shall be approved by the School Board. Generally, governmental entities shall enter into an Interlocal Agreement with the District for use of District's facilities and their relationship shall be governed under the terms and conditions of the agreement.
- b. Parties using District facilities under an Interlocal Agreement are required to carry adequate liability insurance unless the user is self-insured.
- c. A governmental entity with a School Board-approved Interlocal Agreement may sponsor a one-time meeting or community event authorized in writing by the Regional Superintendent and Chief Operating Officer or designee for a one-time or annual event that benefits the community or student population. Matrix Category D (2), PBSD form 2542 is required.

11. Elections

Pursuant to Sections 101.71(5) and 1013.10, Florida Statutes, the Board will allow designated school sites and facilities for use as polling places in any primary, regular or special election. Refer to Matrix Category E. The Chief of Facilities Management, or designee, is delegated authority to execute all necessary forms regarding the use schools as polling places.

12. Behavioral Health, Service and Cooperative Agreements Permitting the Use of Facilities

Behavioral Health, Cooperative or Service Agreements with agencies whose mission and services align with the District's Mission and Vision may permit the use of District facilities in the following situations:

- a. Agencies with a Behavioral Health Agreement with the School Board and who provide behavioral health services in coordination with the School-Based Team/Multi-Tiered System of Supports and Exceptional Student Education shall be provided space to deliver programmatic (education and prevention oriented) service and counseling services in a space as determined by the Principal and the approved agency/personnel. (Matrix Category C) The prescribed application form must be completed as required and the program must be vetted by the Superintendent's designee and recommended for approval.

- b. Service Agreements with not-for-profit agencies for Out-of-School Time may be approved by the School Board to permit the use of District Facilities provided all of the following conditions are satisfied:
- i. The program has been vetted by the Department of Extended Learning using the criteria in 12.b.ii-vii, along with any additional criteria developed by the Superintendent's designee to ensure quality programming and continuous improvement, and has been recommended for approval by the Principal and/or Superintendent's designee; and
 - ii. It is a program that serves students with high needs, either academic (such as Level 1 & 2 students) or socio-economic (such as Free/Reduced Meal eligibility).
 - iii. If the agency does not actively participate in Prime Time's Quality Improvement System, it agrees to participate in District-offered or District-approved training on the provision of quality Out-of-School time programming; and
 - iv. The program provides a unique service that is not duplicated by a District-sponsored program in the same service area, or serves an unmet need in a particular community due to high demand for services; and
 - v. Only nominal fees are charged to participants who do not qualify for subsidy or scholarships, and such nominal fees are strictly for cost recovery purposes; and
 - vi. The Agency pays for its own custodial and other supplies, as well as reimburses the school/facility for any custodial service expense above normal custodial hours on campus, through cost recovery impact assessment and supply allocations required per the Agreement's Exhibit A and B; and
 - vii. Submission of financial statements documenting all funding streams into the agency's operating budget and current year budget including all funding sources. [Note: audit requirement removed]
- c. Any other Cooperative Agreements that support student achievement, are vetted by the appropriate department, recommended by the Superintendent and approved by the School Board that allow the use of space in District-operated buildings.

13. Employee-Based Organizations

Employee-Based Organizations that are beneficial to District employees and help meet District objectives may use District facilities at reduced or waived fees in accordance with Matrix Category G.

14. Charter Schools

Charter schools may use District facilities in accordance with Matrix Category I.

15. Preparation of Food Products/Catering While Leasing

While leasing facilities, food may be sold or served at the facility only if prepared in the school kitchen under the supervision of School Food Service staff or if prepared in commercial conditions (catered) approved by the Health Department. In both cases, the kitchen may only be utilized under the supervision of a School Food Service employee. If catered, a copy of the license or certificate must be provided to the facility leasing coordinator prior to use of the school/facility.

16. Payment Policy

- a. When available, fees are to be paid on-line through the District's payment portal, which accepts credit card, or personal/business checks. All payments shall be made at least two business days prior to the event. Failure to pay the fee in this timely fashion may result in termination of the agreement without written notice. No cash shall be accepted. Payment for any use beyond the terms of the approved lease (additional time, rooms or labor) must be made within seven (7) business days of notice from the facility to lessee. All labor costs must be paid through the lease by the Lessee.
- b. Payments shall be deposited promptly with appropriate documentation as required by State Board of Education Rule 6A-1.001 and 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 facility 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 Facilities Leasing-District Share (which is the District's share of the rental proceeds). In December and June of each school year the facility-transmits the Event Insurance funds collected during that semester to the District's Accounting Department and transmits the Sales Tax funds to the District's Accounting Department at the end of the month.

17. Crowd Management

- a. Events that are anticipated to attract large crowds (particularly events where tickets will not be sold in advance, where there is a possibility of public demonstrations, and/or are likely to receive significant media attention), must be submitted for review by School Police prior to approval of the lease and the School Police Chief's recommendation with respect to number of officers and the duty times of such officers needed to provide security for the event shall be included in the calculation of labor fees to be charged. Such events are additionally subject to final approval by the Superintendent or Deputy Superintendent/Chief of Schools.
- b. Where applicable, the Principal/Facility Director shall assure that individuals trained in crowd management will be present at public events with 50 or more attendees. (Bulletin 14808)

18. Training

- a. The District shall provide training to relevant District 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.

19. Responsibility for Proper Implementation of Lease Procedures

- a. The Principal/Facility Director responsible for the school/ancillary facility shall be responsible for ensuring all leasing procedures are followed by staff, in compliance with this policy.

RULEMAKING AUTHORITY: Fla. Stat. §§ 120.81(1);1001.32(2); 1001.41 (1) & (2); 1001.42 (2), (21) & (28

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

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; 7/25/2012; 6/6/2018

[Policy 7.18 matrix Final.pdf \(105 KB\)](#)