

Policy

Board of Education of Caroline County

Title: Building and Grounds

Reference: VII.72.10

- I. The Board of Education of Caroline County encourages the use of educational facilities by the community. Priority should be given to implementing the Board-adopted Joint Use Agreement for the cooperative use of facilities for both education and recreation activities.

The following definitions should be used in the application of this policy. "School Facilities" includes both school grounds and/or school buildings.

Categories of School Use

- A. School-Sponsored - Includes those activities or functions that are organized, directed, and controlled by a school or school system administrator.
 - B. School-Related - Includes school system or school approved activities under the direction and control of a parental support organization, authorized meetings of school employee organizations, or instructional programs sponsored by other educational institutions.
 - C. Non-School-Related
 1. Recreation and Parks Activities - Includes non-fund-raising activities that are sponsored, supervised, and controlled by the Caroline County Department of Recreation and Parks.
 2. Business - Includes non-commercial recreational activities sponsored by a Caroline County business or business organization for the benefit of its employees.
 3. Other - Includes all other activities not included above which are for the general benefit of the community-at-large and are not intended to produce a profit.
- II. Permission for the use of school facilities is granted based on the priority order below. Once building use is approved and scheduled, changes relative to this priority order shall only be made when deemed necessary by the Superintendent of Schools or building principal.
 - A. School-sponsored activities.
 - B. Approved Parent-Teacher Association and Parent-Teacher-Student Association activities.
 - C. Other approved school-related activities.

D. Activities sponsored, supervised, and controlled by the Caroline County Department of Recreation and Parks, as included in the Joint Use Agreement.

E. Other approved non-school-related activities.

III. All use of school facilities, for school-related (I.B.) and non-school-related (I.C.) activities, shall be in accordance with the following general guidelines:

A. It is the policy of the Board of Education to make public school facilities temporarily available to school and community groups for educational, civic, and recreational purposes, provided there is no interference with regular school functions.

B. When permission is granted for the use of a school facility, the school principal shall require proper supervision to insure adequate care and protection of all Board of Education property.

C. No group or organization may discriminate on the basis of race, color, sex, age, marital status, national status, national origin, religion or disability, while using school facilities.

D. When an organization or group uses school facilities for a revenue-producing activity, and additional support services personnel must be employed, the organization or group shall pay for these costs.

E. The Building and Grounds Contract shall include an indemnity clause whereby applicants agree to hold harmless the Board of Education of Caroline County, its agents and employees from any and all liability, claims and judgments, including attorney's fees and court costs, resulting from the use of school facilities.

F. Licensee shall be responsible for any damage to the premises caused by the activity, and may not bring any hazardous waste or substance into the facility. Any organization or group that is responsible for damages to school facilities or equipment or whose activities result in unscheduled employment of support services personnel, shall pay for all such charges within thirty (30) days.

G. The use of school facilities shall be limited to the specific areas addressed in the contract. No alterations may be made to the site without prior approval of the building principal.

H. A contract to use a school building does not include the use of general school equipment, such as computers, telephones, projectors, slides, spotlights, pianos, etc. Arrangements must be made in advance, and included as part of the contract.

I. The use of school facilities for activities designed to produce taxable income for individuals, private groups, or businesses is prohibited.

J. No school facilities shall be used for gambling or other games of chance, for revenue-producing purposes.

- K. No alcoholic beverages, controlled dangerous substances, or other illegal substances or devices shall be permitted on school property. No food may be brought into the facility unless approved as part of the Building and Grounds Contract.
- L. The sale or use of tobacco in any form is prohibited in all buildings and all outside seating areas owned or leased by the Board of Education at all times.
- M. Support services personnel shall not be involuntarily scheduled to cover non-school-sponsored activities on Sundays or on the holidays listed in the Support Services Personnel Handbook.
- N. The use of school facilities for activities outside of regular school hours shall not result in a significant reduction in the quality or quantity of services provided by support services personnel during their regular work assignments.
- O. Use of school facilities shall be denied if the proposed use places an undue burden or risk upon the school system or school administration, or the proposed activity is contrary to the policies or goals of the Board of Education.
- P. The Caroline County Board of Education reserves the right to consolidate activities in school system buildings in the interest of energy conservation. When feasible, groups should be scheduled when buildings are normally open.
- Q. All activities will be cancelled when facilities are closed due to weather conditions and emergencies. Mechanical failures may also force the cancellation of activities. The Board shall not be held liable for such closings.
- R. No group or organization owing any outstanding debts or obligations to the school system shall be permitted to use school facilities.
- S. Fees charged for activities sponsored, supervised, and controlled by the Department of Recreation and Parks shall be as stipulated in the Joint Use Agreement between the Board of Education and the Department of Recreation and Parks.
- T. All use of school facilities shall comply with the use of school property for other than school purposes as stated in the Public School Laws of Maryland.
- U. Any dispute which results from the implementation of this policy shall be decided by the Superintendent of Schools or his designee. The Superintendent's decision shall be final.

IV. The use of school facilities for non-school-related activities (I.C.) shall follow these additional requirements.

- A. When a non-school-related organization or group uses school facilities for a revenue-producing activity, a rental fee will be charged which is comparable to rental fees for

similar facilities. The rental fee shall be inclusive of charges for heat, air conditioning, and lighting.

- B. Non-school-related organizations may also be charged utility fees for use of school facilities if the activity is held at a time that results in unusual increases in energy costs.
- C. The Superintendent may waive rental fees for school facility use by non-school-related organizations under the following conditions:
 - 1. The fees or charges waived are in excess of actual costs incurred by the Board; and
 - 2. Admission charged for the activity, if any, is used primarily for costs incurred to provide the activity; and
 - 3. The Superintendent determines that the activity is of significant, positive benefit to the community.
- D. Any non-school-related group or organization requesting the use of school facilities shall maintain in full force during the term of the contract, comprehensive general liability insurance covering bodily injury and property damage with a combined single limit of liability of at least \$500,000, including coverage for bodily injury and property damage arising out of the ownership, maintenance or use of owned or hired vehicles. The certificate holder should always be the Caroline County Board of Education. In addition, the Caroline County Board of Education should be named as additional insured.
- E. Use of school facilities by other non-school-related groups or organizations shall not conflict with scheduled activities and programs sponsored, supervised, and controlled by the Caroline County Department of Recreation and Parks.
- F. Non-school-related organizations or groups are prohibited from using the name of the school or the school system except to indicate the location of the activity.
- G. Use by non-school-related organizations or groups is to be on a temporary basis only. Continued use that extends beyond a six-month period will be denied. It is not the intent of the Board of Education to provide permanent facilities for any non-school-related organizations.

Administrative Regulation

(Revised 11/4/97)

Procedure: Buildings and Grounds

1. All use of school facilities by school-sponsored groups must be approved by the building principal. A Building and Grounds Contract is not required.
2. School-related groups may arrange with the principal to use a school facility for organization meetings, training programs, etc. Such use will be without charge unless additional heat or air conditioning is requested or support services personnel are employed for the activity. School-related groups that request to use a school facility for fund-raising purposes must complete a Building and Grounds Contract and submit it to the principal for approval. Fees and charges will be waived, except as indicated above. Whenever a Building and Grounds Contract is required, the school-related group must provide the required insurance certificate which names the Board of Education as an insured party (see policy).
3. All requests for use of school facilities by the Department of Recreation and Parks and non-school-related groups and organizations shall be submitted to the principal on a completed Building and Grounds Contract form.
4. Other non-school-related groups or organizations requesting multi-use of a school facility shall first submit the Building and Grounds Contract form to the Director of Recreation and Parks to avoid scheduling conflicts. Once initialed by Recreation and Parks, the contract form shall be submitted to the school principal. Requests for single use activities may be approved by the principal without the involvement of the Recreation and Parks Department.
5. When required, the insurance certificate must be submitted to the building principal with the Building and Grounds Contract.
6. Upon receipt of a completed contract and the proper insurance certificate, the building principal will assign the applicable fees and charges. An invoice for one hundred percent (100%) of the estimated cost will be prepared and sent to the organization with the approval/invoice copy of the Building and Grounds Contract. If the entire fee is not received three (3) days prior to the scheduled activity, the building principal will rescind the request.
7. The Department of Recreation and Parks will pay fees and charges at the conclusion of the program or activity.
8. Upon completion of the activity, the principal will send the payment and yellow copy (transmittal 2) to the Comptroller. If additional fees are to be assessed the organization due to damages, increased time of activity or other, the principal should note such on an attached page and send to the Comptroller for final billing.
9. It will be the responsibility of the Maintenance Coordinator to maintain a current listing of utility fees, personnel costs, and minimum rental fee charges. This information will

be updated and distributed to building principals before August 1.. The fees will be approved by the Superintendent of Schools.

10. A copy of the contract (transmittal 1) and the original insurance binder will be forwarded to the Maintenance Coordinator at least one (1) week before the start of the activity. The Maintenance Coordinator will be responsible for retaining the insurance binders, and maintaining a master list of programs and activities.
11. Organizations will not be permitted to rent school facilities until all outstanding bills owed the Board of Education for prior activities have been paid. A record of delinquent accounts will be maintained by the Comptroller.
12. All use of school facilities for non-school-related activities shall require the employment of a school custodian, beginning no less than one-half hour before the activity through one-half hour after the activity is concluded. This requirement may be waived if the activity takes place when regular custodians or other authorized personnel are on duty and the activity does not require additional custodial services.
13. When kitchen facilities or equipment are used, the cafeteria manager or a designated representative shall be present during the preparation, serving, and clean-up activities to assure the proper and safe use of these facilities.
14. When stage and/or auditorium lighting is required by non-school-related group or organization, the principal shall designate a responsible person to operate this equipment. Any payment of salary to such an individual from school system funds shall be made through central office payroll procedures. Fees paid to school organizations for this service shall be paid directly to the school as deemed appropriate by the principal.
15. Personnel employed or assigned as a result of a Building and Grounds Contract shall remain in the area of activity and observe the use of facilities and equipment. Misuse or damage shall be reported to the school principal.
16. Extended use of facilities by organizations frequently requires funds above the budgeted amount appropriated to operate the schools. When appropriate, the following fees and charges will be made for non-revenue-producing activities and programs:
 - a. Utility fees at the prevailing rate for air conditioning, heat, electricity, and ventilation.
 - b. Support services personnel at one and a half times the average hourly wage for such personnel.
 - c. All salary costs will include fixed charges.

17. If rental fees are not charged, assessments may be made for the estimated cost of lighting and heating or air conditioning.
18. All building use contract forms must be completed and submitted to the school principal two (2) weeks prior to the planned activity.
19. All Building and Grounds Contracts are to be renewed each school year by organizations or groups wishing to schedule the use of school facilities. Advanced scheduling or reservation of school facilities shall not exceed one (1) school year for multi-use activities, and not more than three (3) months for single-use activities.
20. The organization will be responsible for all actual costs incurred should the activity be cancelled prior to taking place. There will also be a non-refundable administrative fee of \$25.00 for all cancelled activities. Any remaining funds will be refunded to the organization upon receipt of the yellow copy (transmittal 2) by the Comptroller from the principal.