



CLAY COUNTY DISTRICT SCHOOLS

BOARD MEMBERS

900 Walnut Street
Green Cove Springs, Florida 32043

Telephones:

904/284-6500 (GCS) 904/272-8100 (OP)
1-888-633-2529 (KH)
FAX 904/284-6525 TDD 904/284-6584

Carol Vallencourt
District 1
Carol Studdard
District 2
Charles Van Zant, Jr.
District 3
Frank Farrell
District 4
Lisa Graham
District 5

Ben H. Wortham
Superintendent of Schools

ADMINISTRATIVE MEMO

To:	Principals Department Heads		
From:	Ben H. Wortham Superintendent <i>[Signature]</i>	District Approval	Denise W. Adams Deputy Superintendent <i>[Signature]</i>
Date:	May 1, 2009 June 18, 2009 (Revised)	Division Approval	Dr. George Copeland <i>[Signature]</i> Asst. Supt. for Business Affairs
Memo:	SD-BA-09-006	Subject	RATES FOR USE OF SCHOOL BUILDINGS, GROUNDS AND EQUIPMENT

Rates that are charged for the use of school buildings, grounds and equipment requires School Board approval in accordance with Board Policy 5.02.C.6.10. It states "All rate charges for the use of school buildings will be determined by the School Board at the regular or special School Board meeting. Rates charges shall be payable by check to the "School District of Clay County."

Approved guidelines have been distributed to all school administrators with an effective date of July 1, 2009.

RENTAL FEES - EFFECTIVE JULY 1, 2009		
Portable Classroom	\$40.00	Per single occurrence, up to 4 hours
Cafetorium	\$60.00	Per hour, with 2 hours minimum
Media Center	\$60.00	Per hour, with 2 hours minimum
Gymnasium	\$60.00	Per hour, with 2 hour minimum

Beginning July 1, 2009, all groups, including churches, will be charged per this schedule unless the group has entered into an individual agreement /contract with the School Board of Clay County (Ex., YMCA/ PRYME Time).

Other groups, such as scouts, colleges (weekly course), homeowner's associations and community/governmental/miscellaneous (athletic associations, Board of County Commissioners, amateur radio, 4-H, et cetera) will not be charged for meetings. However, events beyond regular meetings may incur a charge.

All groups must complete the required "Agreement for Use of Facilities and Grounds Form" and provide appropriate insurance documentation. All applications for the Agreement for Use of Facilities and Grounds Form must be submitted at least ten (10) days in advance of event/usage.

School Board of Clay County

AGREEMENT FOR USE OF FACILITIES

The School Board of Clay County promotes school/community interaction and provides for the use of school facilities by outside agencies which comply with School Board Policy.

The School Board of Clay County prohibits a highly competitive sports program in grades K-6. Intramural and field day activities are exempt and are encouraged. The School Board further prohibits the use of school facilities by any outside agency or organization which uses the school name and/or mascot in connection with its activities. No outside agency/organization will be allowed to use School Board facilities during school hours except as a voting precinct or other appropriate county function.

Each building Principal or supervisor is given the authority to schedule the use of school facilities by outside agencies or organizations (hereinafter "requesting group(s)") in a manner which avoids time conflicts and undue abuse/overuse of the facilities/grounds and only during times when said facilities are not needed for use by any group or organization associated with Clay County schools. The Principal's authority may be overridden by the Superintendent of Schools when he/she deems it necessary. The facilities are to be assigned for use by requesting groups on a first request-first served basis. This agreement must be executed by the authorized representative of the requesting group and the school Principal or, for facilities other than a school location, location supervisor (hereinafter "School Board representative.") This agreement **must** be fully completed before execution including the name(s) of the requesting group using the facilities, the specific area(s) which are to be used, insurance information, names and titles of responsible parties, rental charges, clean up charges, and the specific hours, dates and length of the agreement.

All private requesting groups are required to furnish certificates of insurance which specify that the requesting group's activities and vehicles are insured. Insurance requirements include \$300,000.00 coverage for Commercial General Liability per occurrence, \$300,000.00 per occurrence Automobile Liability coverage, and \$100,000.00/\$100,000.00/\$500,000.00 Employers Liability and Statutory Workers Compensation. Commercial General Liability limits of \$500,000.00 to \$1,000,000.00 may be required for certain events. Events involving the sale or distribution to the public of food or products may require Product Liability insurance coverage. The type of event, number of participants, equipment utilized, charges by the organization to public participants, and other liability factors considered to be of importance by School Board representative shall determine the overall insurance requirements. Certificates of Insurance must be original documents, must name the School Board of Clay County as an additional insured, must provide for a 30-day Notice of Cancellation, and must be sent directly from the insurance agent to the School Board representative.

The maximum term for any agreement shall be for one year from the date of execution. The agreement may only be extended for additional terms of not more than one year upon mutual agreement by all parties. The terms of any re-execution or extension of an agreement shall incorporate and reflect changes in School Board policy as to rental fees, insurance limits, usage limits, and all other contract terms. The School Board of Clay County may terminate any

existing agreement without penalty and without cause by giving sixty (60) days' written notice to the requesting group at the last known address of the individual who executed this agreement on its behalf. Such notice shall be by United States mail, certified mail return receipt requested, postage prepaid. In the event that the certified mail is unclaimed, receipt showing proof of mailing shall be sufficient to prove that notice was given in accordance with this paragraph. Failure to pay rents or other charges within 15 days of the due date shall be considered a default of the terms of this agreement at which time the contract shall be immediately terminated by the School Board representative.

Firearms, explosive devices, firecrackers and other such items may not be brought on School Board property without specific School Board approval, except by persons allowed under Florida Statutes 790.25(3)(a) and 790.52. Intoxicants, narcotics and tobacco products shall not be permitted on School Board property. The requesting group shall not permit any toxic materials or other similar substances to be used on any School Board property and shall be responsible for the supervision of all participants involved in its sponsored activities and shall be responsible for the care of facilities while in use. Charges shall be assessed from the requesting group for any damages to the facilities. Facilities shall not be littered. Gambling shall not be allowed under any circumstances. The requesting group agrees to defend, indemnify, and hold harmless the School Board, the School District, and their agents, employees, and assigns from any and all liability-claims whatsoever arising out of the use of School Board facilities by the requesting group which results in property damage or bodily injury to its employees, agents, invitees, licensees, and participants.

Failure to comply with the terms of this agreement shall result in immediate termination of this agreement by the School Board representative.

Requesting Agency/Organization: _____

Agency/Organization Officer/responsible party: _____

Address _____ Phone Number: _____

Type Activity: _____ Special equipment used: _____

Date(s): _____ Start Time: _____ End Time: _____ Attendance: _____

Type facility needed: _____ Location: _____ Rental Fee: _____

Contract Start date: _____ Contract End Date: _____

Requesting Group Representative / Date School Board Representative / Date

NOTE: A COPY OF THIS EXECUTED AGREEMENT AND INSURANCE CERTIFICATES MUST BE PROVIDED TO THE ASST. SUPERINTENDENT OF BUSINESS AFFAIRS PRIOR TO THE COMMENCEMENT OF THE ACTIVITY.

School Board of Clay County

AGREEMENT FOR USE OF GROUNDS

The School Board of Clay County promotes school/community interaction and provides for the use of school grounds by outside agencies which comply with School Board Policy. By agreement with Clay County government school athletic fields and grounds, other than specialty sports fields at secondary schools, may be used by County affiliated athletic organizations. Organizations other than those which are affiliated with the county may utilize school grounds so long as such use does not interfere with use by the county affiliated athletic organizations. The School Board prohibits the use of school grounds by any outside agency or organization which uses the school name and/or mascot in connection with its activities. No outside agency/organization will be allowed to use School Board grounds during school hours except as a voting precinct or other appropriate county function.

Each building Principal or supervisor is given the authority to schedule the use of school grounds and athletic fields (hereinafter "grounds") by outside agencies or organizations (hereinafter "requesting group(s)") in a manner which avoids time conflicts and undue abuse/overuse of the grounds and only during times when said grounds are not needed for use by any group or organization associated with Clay County schools. The Principal's authority may be overridden by the Superintendent of Schools when he/she deems it necessary. This agreement must be executed by the authorized representative of the requesting group and the school Principal or, for grounds other than a school location, location supervisor (hereinafter "School Board representative.") This agreement **must** be fully completed before execution including the name(s) of the requesting group using the facilities, the specific area(s) which are to be used, insurance information, names and titles of responsible parties, rental charges if applicable, and the specific hours, dates and length of the agreement.

All private requesting groups are required to furnish certificates of insurance which specify that the requesting group's activities and vehicles are insured. Insurance requirements include \$300,000.00 coverage for Commercial General Liability per occurrence, \$300,000.00 per occurrence Automobile Liability coverage, and \$100,000.00/\$100,000.00/\$500,000.00 Employers Liability and Statutory Workers Compensation. Commercial General Liability limits of \$500,000.00 to \$1,000,000.00 may be required for certain events. The type of event, number of participants, equipment utilized, charges by the organization to public participants, and other liability factors considered to be of importance by School Board representative shall determine the overall insurance requirements. Certificates of Insurance must be original documents, must name the School Board of Clay County as an additional insured, must provide for a 30-day Notice of Cancellation, and must be sent directly from the insurance agent to the School Board representative.

The maximum term for any agreement shall be for one year from the date of execution. The agreement may only be extended for additional terms of not more than one year upon mutual agreement by all parties. The terms of any re-execution or extension of an agreement shall incorporate and reflect changes in School Board policy as to rental fees if applicable, insurance limits, usage limits, and all other contract terms. The School Board of Clay County may terminate any existing agreement without penalty and without cause by giving thirty (30) days'

written notice to the requesting group at the last known address of the individual who executed this agreement on its behalf. Such notice shall be by United States mail, certified mail return receipt requested, postage prepaid. In the event that the certified mail is unclaimed, receipt showing proof of mailing shall be sufficient to prove that notice was given in accordance with this paragraph.

Firearms, explosive devices, firecrackers and other such items may not be brought on School Board property without specific School Board approval, except by persons allowed under Florida Statutes 790.25(3)(a) and 790.52. Intoxicants, narcotics and tobacco products shall not be permitted on School Board property. The requesting group shall not permit any toxic materials or other similar substances to be used on any School Board property and shall be responsible for the supervision of all participants involved in its sponsored activities and shall be responsible for the care of the grounds while in use. Charges shall be assessed from the requesting group for any damages to the grounds. The grounds shall not be littered. Gambling shall not be allowed under any circumstances. The requesting group agrees to defend, indemnify, and hold harmless the School Board, the School District, and their agents, employees, and assigns from any and all liability claims whatsoever arising out of the use of School Board grounds by the requesting group which results in property damage or bodily injury to its employees, agents, invitees, licensees, and participants.

Failure to comply with the terms of this agreement shall result in immediate termination of this agreement by the School Board representative. Conditions set forth in the "Athletic Addendum" attached hereto are incorporated herein by reference. Failure to comply with the conditions set forth in the Athletic Addendum shall constitute default by requesting group and shall result in immediate termination of this agreement by the School Board Representative

Requesting Agency/Organization: _____

Agency/Organization Officer/responsible party: _____

Address _____ Phone Number _____

Activity _____ Attendance _____ Location _____

Date/Time/Duration and Term of Activity _____

Activity Sponsor/Coach: _____

Requesting Group Representative / Date

School Board Representative / Date

NOTE: A COPY OF THE EXECUTED AGREEMENT AND INSURANCE CERTIFICATES MUST BE PROVIDED TO ASST. SUPERINTENDENT OF BUSINESS AFFAIRS PRIOR TO THE COMMENCEMENT OF THE PERMITTED ACTIVITY.