

A decorative graphic consisting of three blue circles of varying sizes and two thin blue lines. One line starts from the top left and passes through the top-left edge of the largest circle. Another line starts from the top left and passes through the top-left edge of the smallest circle. The circles are arranged in a roughly triangular pattern, with the largest at the top, the smallest in the middle, and another large one at the bottom right.

# **Facilities Use Procedures for Rental of School Board Owned Property**

**Revised: 6/10/14**

## Table of Contents

PURPOSE .....	2
CONDITIONS FOR USE .....	2
USER CATEGORIES .....	3
APPROVAL PROCESS STEPS .....	4
PROCESS FOR REQUESTING FACILITIES USE.....	4
DETERMINATION.....	5
REQUIREMENTS AND RESTRICTIONS .....	5
RESPONSIBILITY .....	6
BLACKOUT DATES.....	7
FEES AND CHARGES.....	7
EXCEPTIONS.....	8
APPENDIX A - FACILITIES USE RATES .....	9
APPENDIX B - SHARED USE.....	11
APPENDIX C - THREE STRIKES RULE .....	16
APPENDIX D - APPLICATION ROUTING PROCESS .....	17
APPENDIX E - DONATIONS OF MATERIAL OR SERVICES.....	18
CONTACT RESOURCES .....	22

## PROCEDURES FOR THE IMPLEMENTATION OF SCHOOL BOARD POLICY 7510

### USE OF DISTRICT FACILITIES

---

#### PURPOSE

Recognizing that the taxpayers of Polk County have invested significant revenue into school district owned schools and facilities throughout Polk County, the School Board of Polk County encourages shared use of school district owned facilities by the community; as long as such use is of a lawful purpose and does not interfere with the educational or programmatic purpose of the requested School Board owned property. It is important however, that the facilities are used in a manner that the taxpayer's investment is not diminished through misuse or neglect of a facility and that operational costs are recovered by the District. The purpose of the following procedures are to establish the rules and conditions for the use of School Board of Polk County owned facilities and grounds in accordance with Board policy number 7510.

#### CONDITIONS FOR USE

1. Organizations or groups using school district owned facilities agree to comply with all applicable state and federal laws, local ordinances and school district policies.
2. District facilities shall not be used by any organization, group or entity that discriminates on the basis of race, color, sex, age, religion, disability, national origin or marital status.
3. All groups or organizations shall provide proof of insurance for which users must assume all liability, provide proof of liability insurance, and hold the District and Board harmless for any and all damages or injuries, including death, that result from the use of the facility. Proof of insurance must be provided at the time of application. The user shall indemnify and hold the District and Board harmless from and against any and all liability and costs arising from injury to persons or property occasioned wholly or in part by any act or omission of the user, its employees, members, invitees, and all other persons whom the user allows in, on, or about the facilities or property designated herein; it must say Certificate Holder is an Additional Insured. The user shall defend any and all claims, actions, suits, or legal proceedings which may be brought against the District or Board, or in which the District or Board may be impleaded or joined with others as a result of the user's use of the facilities or property designated herein, and shall satisfy and discharge any judgments, orders, and decrees that may be recovered against the user of the District or Board, in any such action or proceedings.

General liability insurance covering bodily injury and property damage arising from use of District facilities is required. This coverage shall have the minimum limits of \$1,000,000 per occurrence with a deductible of no more than \$500 and \$2,000,000 aggregate. The School Board of Polk County must be identified as a certificate holder and shall be named as an additional insured. A copy of the endorsement verifying the School Board as an additional insured must be submitted with the certificate of liability and the Use of School Facilities Agreement ten business days prior to facility use. All such documents must be reviewed by the Risk Management Department prior to use.

4. The person responsible for the use of a facility or grounds must be at least 21 years of age. **PCSB student groups will require supervision of an adult or adults which have obtained a criminal background check through the School Board of Polk County.** The individual(s) must have the appropriate badge that demonstrates such screening visible at all times while on duty at the event. To apply for to be a volunteer, please follow the instructions at: [Volunteer Application](#) If you will be paid for your time at the event, please follow the instructions to become an approved vendor at: [Vendor Application](#).
5. Independent leagues and organizations are required in accordance with [F.S. 943.0542](#), The National Child Protection Act, to perform background screenings on any current or prospective volunteer or employee who will be in contact with one or more children, elderly or disabled persons. In the State of Florida, background checks can be performed by qualified organizations through the VECHS program (Volunteer & Employee

Criminal History System) at the Florida Department of Law Enforcement (FDLE). To see how to apply to become qualified or whether your organization qualifies to participate in the VECHS system see: [VECHS](#).

6. The group organizer shall ensure that an individual **trained** in what to do **in case of an emergency** is present during the **entire** event.

## **USER CATEGORIES**

The District believes that the primary beneficiary of the use of district owned facilities should be the students that it serves. Use of District owned facilities and property shall be prioritized as follows:

### *Priority One*

District or school related programs or activities and District or school oriented groups that exist primarily because of the school program shall have first priority for the use of District owned facilities. This group includes but is not limited to all curricular or extra-curricular student groups, associated student body, Parent Teacher Organization, Booster clubs, staff groups and district convened citizen advisory groups.

### *Priority Two*

Municipalities with which the District has a joint use, interlocal, or open campus agreement shall be given second priority for the use of the District's facilities. Municipality recreation agreements will be reviewed on an annual basis (see appendix B for more information).

### *Priority Three*

Local community non-profit organizations that are recognized under section 501(c)(3) of the Internal Revenue Code and provide services for the students of Polk County will be granted third priority. Examples might include, Boys & Girls Club, youth soccer leagues, little leagues, youth football leagues, Boy & Girl Scouts, etc. **All groups claiming non-profit status must provide evidence of such status.**

### *Priority Four*

All other local community non-profit organizations that are recognized under section 501(c)(3) of the Internal Revenue Code that provide a service to the community at large. This group also includes state and local agencies and groups, religious organizations, etc. with which the District does not have a joint-use interlocal agreement. **All groups claiming non-profit status must provide evidence of such status.**

### *Priority Five*

All for-profit organizations and commercial groups including semi-professional groups or private social groups, etc.

## APPROVAL PROCESS STEPS

1. Submit online application.
2. Application routes to principal or facility manager.
3. If application is denied, applicant will be notified that the facility is not available for the requested time.
4. If application is approved by principal or Facility Use Manager, application routes to Risk Management for insurance review.
5. If insurance coverage is denied by Risk Management, applicant will be notified that application is denied until insurance coverage is corrected.
6. If insurance coverage is approved by Risk Management, application routes to Facilities Use Manager.
7. If kitchen and/or kitchen equipment is requested, the request is routed to School Nutrition Services for approval or denial of use of kitchen then routed back to Facilities Use Manager.
8. Facilities Use Manager reviews, processes, assigns fees and invoices applicant.
9. Applicant submits payment. When payment is made, principal or Facility manager and applicant receive notification that event is approved.
10. Event is placed on calendar.

Please allow up to 14 days from receipt by the Facilities Use Manager of the Use of Facilities Request to obtain approval. This is dependent when all information has been received (application with required signatures, principal's approval, School Nutrition approval, if applicable, certificate of insurance and payment).

## PROCESS FOR REQUESTING FACILITIES USE

Facility spaces available for reservation are usually limited to public areas and/or assembly spaces. This includes areas such as gymnasiums, common areas, cafeterias and libraries etc. Classrooms are not generally used due to the potential impact on the educational process. Limited classroom use may be allowed at the discretion of the principal or Facility manager. The principal or facilities manager will establish rules and policies for use of such areas.

1. Any person or group who wishes to use any school district property or facility must fill out a Facilities Use Application at least fourteen (14) days prior to the time of need of the facility or property. The application can be found at the following link: [Facilities Use Application](#). *The applicant must agree to the terms and conditions of the application before any District facility use will be approved.*

***Please be sure to note on the application if you have any special equipment, technology, food service or custodial needs.***

2. Proof of insurance must be approved by the District's Risk Management Department (Please see requirements on page 1 of this document *Conditions for Use*, number 2). A copy of the endorsement verifying the School Board as an additional insured must be submitted with the certificate of liability and the Use of School Facilities Agreement at least ten (10) days prior to facility use. A copy of the endorsement is required to be provided to the Facilities Use Administrator. Please email a copy of the current certificate to [jean.fowler@polk-fl.net](mailto:jean.fowler@polk-fl.net) with a cc: to [facilities.use@polk-fl.net](mailto:facilities.use@polk-fl.net).

When outside applicants who request to use or rent a PCSB facility for their events do not have current liability coverage, they can visit the PCSB TULIP (Tenant User Liability Insurance Program) site. Event coverage for dances and festivals etc. can also be purchased on the same site: [www.marshcampus.com/polk](http://www.marshcampus.com/polk). After receiving approval from the TULIP site, the applicant must send proof of insurance to the above listed email addresses.

3. Upon the review of the application, the applicant will receive notification by email informing them as to whether the application has been approved or denied. The notification will include other pertinent information

as it applies. Applications will be considered for approval based on facility availability and the applicant's priority classification.

4. If the application is approved, an electronic invoice of charges will be sent to the applicant. Pre-payment is required at least seven (7) days prior to the event.
5. Applications for continued use must be renewed annually.

## **DETERMINATION**

The priority status will be used to determine the order of processing requests for Facility Use. The amount of time allotted to an individual group may be limited to allow use by other users within the same or other priority classifications. However, if a lower priority group books an event prior to the request of a higher priority group, the lower priority group shall not be bumped from the calendar. Early registration is the best way to guarantee a place on the calendar.

Users who are granted permission to use the District's facilities are granted revocable permission to use the requested areas only. Nothing in the application approval or in this document should be construed to grant users lease or property interest in School Board owned facilities or property.

The District reserves the right to cancel use due to emergency or inclement weather. The District reserves the right to revoke permission for use without advance notice or reason and without incurring liability.

## **REQUIREMENTS AND RESTRICTIONS**

1. District owned facilities or property may not be used for the following:
  - a. Gambling and games of chance, except as permitted by law
  - b. Any activity that may be logically considered hazardous or which could be considered a public nuisance
2. No conduct is allowed which would violate School Board policy, local, state and/or federal laws and regulations.
3. No drugs, tobacco products or alcoholic beverages are permitted on any school district property.
4. The use of open flames such as lighted matches, candles, sterno canisters, etc. is not allowed unless specifically authorized by the Superintendent.
5. School Nutrition personnel must be present at all times when the kitchen and/or kitchen equipment is used.
6. Groups utilizing district facilities and/or property are responsible for insuring adequate supervision and for the scheduled event to include participants, spectators and parking areas.
7. The possession or use of guns, weapons or explosives are not permitted.
8. No animals may be brought into District facilities or property except for required service animals.
9. Approval for the use of a facility does not include the use of School Board owned equipment including but not limited to, audio-visual equipment, musical instruments, sound equipment, physical education equipment, technology equipment, kitchen equipment, etc. without prior approval and the scheduling of required personnel for the operation of aforementioned equipment.
10. No school district personnel shall accept any gift or direct payment from any person or organization involved with contracting for the use of any facility or property.
11. Outdoor activities such as soccer, baseball, archery, football, skating, skateboarding, etc. shall not be played without the use of approved protective equipment.
12. Food or drink may only be served in approved locations.
13. Use of concession stands must be approved in advance by the principal or facilities manager. **Anyone working in concessions is required to have Safe Serve certification.**

14. Users shall not:
  - a. use, remove, reposition, replace, move or otherwise disturb any District owned equipment or property
  - b. make any physical changes to the facilities, buildings or grounds
  - c. affix or hang pictures, posters, signs or other items on District property
  - d. tamper with or adjust any security, fire protection equipment, fire alarms, intercoms, thermostats, light or air conditioning timers or any other electrical, communications or control equipment
  - e. block fire doors or means of egress
  - f. allow participants to play on or damage any furniture in the facility
15. Users must remove any materials and items brought into the facility and must make reasonable efforts to clean rooms and areas used or return them to their pre-use condition.
16. Users shall not sub-lease the facility or property to any other organization or allow anyone to use it for anything other than that for which it was approved.
17. Users will not be provided keys to any district facilities, except as may be provided for in governmental interlocal agreements. Arrangements to open and lock the area must be made with the school or facility's facility administrator.
18. Groups wishing to use district facilities for public activities must ensure that accommodations are available which provide for access to individuals with disabilities who wish to participate in the event.
19. A facility use agreement does not give the user the right to control other portions of the facility or site outside of the space reserved. Use by other groups, community members or staff may not be prohibited by a facility user except for the specific area of the facility or site which has been reserved.
20. No inflatables that a person can climb into or onto are permitted on any school district property.
21. Approved supervision, as approved by the Principal, must be present for activities involving children.
22. Parking is permitted only in designated areas.
23. The number of attendees may not exceed the number authorized and must be in compliance with local fire codes.
24. Approved users and their participants must stay in their assigned area at all times. Entry into other areas of the facility will be considered trespassing.
25. Any use of a facility beyond the time specified in their use agreement is subject to additional fees.
26. Third party entities who wish to use District facilities during non-instructional hours will be required to affirmatively agree to consult with the principal or facility manager regarding compliance with the existing school safety plan as part of their Request for Use of School Facilities.
27. Competition athletic fields are not available for use by outside organizations.

## **RESPONSIBILITY**

The School Board of Polk County reserves the right to deny use for any activities contrary to the District's interests or those which would create a substantial disruption to the educational environment. Users who have violated use agreements, procedures, damaged district facilities or failed to pay required fees may be denied use. A written warning process for violations shall be given prior to the final denial for facilities use (see Three Strikes, Appendix C). Where a violation is considered egregious, there will be immediate expulsion and all future requests shall be denied.

The principal or Facility manager has the overall responsibility and authority to determine use of facilities during and after school hours in accordance with established policies and rules. If an applicant does not agree with a decision, they may appeal that decision the Associate Superintendent of Operations. If the applicant still does not agree with

the decision of the Associate Superintendent of Operations, they may appeal to the Superintendent. The Superintendent is the final authority in the appeal process.

### **BLACKOUT DATES**

The District will provide the dates for which each Facility will not be available as early as possible. These dates are subject to change as the academic and athletic demands of the Facilities may change or unforeseen issues with the physical plant may require unscheduled work. The District will not invoice for such cancellations; however, the District will not be held liable for any hardship, financial or otherwise, that arises from a cancellation. The District reserves the right to decline very large events, despite space availability, due to the strains that the event will place on employees, facilities and/or parking.

### **FEES AND CHARGES**

It is understood by the requesting organization that the actual charges shall be made in accordance with the expenses incurred and that the final invoice may vary from the original invoice. This would only be the case at such times that the event runs longer than was scheduled, use of equipment, etc. that was not identified on the initial application, there is damage to the grounds or the facility or any other unforeseen circumstance.

The Facilities Use Administrator or designee will calculate the appropriate fees based on the applicant's priority level, requested hours, equipment and labor required and send an invoice to the user. Estimated facility use fees must be prepaid before the application will be given final approval and the facility or property is reserved. For users on a continuing agreement, e.g. church groups, sport leagues, etc. a monthly amount will be calculated to be prepaid each month. If the event is cancelled, a \$50 processing and handling fee may not be refunded.

A user group will be responsible for the cost of any damage, vandalism or other alteration to a district owned property which occurs during the scheduled event. The user group will also be responsible for the cost of any additional clean-up above and beyond the custodial fees calculated in the original invoiced agreement. Users who cause damage to District property may be required to submit a damage deposit for future events or may be denied use if the damage or issue is severe and occurs during more than one use (see three strikes Appendix C).

#### Rates by Priority Level

- Priority one users will not be charged for the use of any district owned facility or property.
- Priority two users may be charged a rental fee, utility expenses, equipment, supplies and salary costs if the event is held outside of the school or facility's regular hours. An exception would be where there is an existing joint use or interlocal agreement which allows usage at no cost. Each charge to a priority two group will be determined on a case by case basis.
- Priority three and four users will be charged recovery costs consistent with the type of use. This includes utilities, supplies, equipment, and labor costs for custodial, supervisory, School Nutrition personnel, etc. They may also be charged a rental fee. Each charge to a priority three group will be determined on a case by case basis.
- Priority five users will be charged utilities costs, equipment use, salaries and maintenance fees and a rental fee. (see rate schedule Appendix A).

#### Payment of User Fees

Facility use fees must be paid before the application is given final approval (at least 7 days prior). For users scheduled on a long term basis, a monthly amount will be calculated and prepaid each month.

Acceptable methods of payment are check or money order made payable to the School Board of Polk County. Payment shall be sent to:

School Board of Polk County  
Facilities Division/Facilities Use Manager  
P.O. Box 391  
Bartow, FL 33831



### When Staff is Required

- Custodial – Custodial services will be required for facility use outside of normal custodial staff hours to ensure the cleanliness of the facility for school use and to ensure the building is appropriately locked and secured. An exception to this would be if the facility administrator has agreed to an alternate method. Any alternate method must ensure the security of the property. The principal, Facility manager or their designee is responsible for scheduling required custodial service or an alternate method. Rates will be charged according to the rate schedule in Appendix A. An additional one (1) hour will be invoiced when Custodial staff is utilized to allow necessary time for opening and securing the facility. Payment shall be made in accordance with the current bargaining agreement.
- Kitchens – Whenever a kitchen facility is used, School Nutrition Services staff is required to be present throughout the time the kitchen is needed. The principal or Facility manager is responsible for scheduling required School Nutrition Services personnel through the School Nutrition Services Area Supervisor. Rates will be charged according to the rate schedule in Appendix A. Overtime and holiday pay will be calculated according the bargaining unit’s negotiated contract if employee is covered by a bargaining agreement. Payment shall be made in accordance with the current bargaining agreement.
- Audio Visual Equipment – If audio visual equipment is requested for use and the facility administrator determines a technician’s presence is required, the user will be invoiced for the technician’s labor cost if they fall into one of the priority groups which would be required to pay such a fee.
- Other – If police and fire protection or other services are required, it must be provided at the user’s expense. The District reserves the right to make this determination for the user on a case by case basis.

### **EXCEPTIONS**

The District recognizes that it is not possible to address every situation or event in these guidelines. Therefore, the District reserves the right to make exceptions on a case by case basis as determined by the specific merits of each circumstance. Requests for such exceptions should be addressed to the Associate Superintendent of Operations for evaluation and decision.

APPENDIX A  
**FACILITIES USE RATES**

**Charges Per Hour Except Supplies	<u>Priority One</u>	<u>Priority Two*</u>	<u>Priority Three*</u>	<u>Priority Four</u>	<u>Priority Five</u>	<u>Supply Charge</u>	<u>Utility Fee</u>
<i>Elementary Theatre/Auditorium</i>	n/a	TBD	\$10	\$15	\$25	\$3	\$10
<i>Middle Theatre/Auditorium</i>	n/a	TBD	\$15	\$20	\$30	\$3	\$10
<i>Senior High Theatre/Auditorium</i>	n/a	TBD	\$20	\$25	\$35	\$3	\$15
<i>Performing Arts Theatre</i>	n/a	TBD	\$40	\$40	\$80	\$5	\$20
<i>Elementary Cafeteria/Multipurpose</i>	n/a	TBD	\$5	\$10	\$20	\$5	\$5
<i>Middle Cafeteria/Multipurpose</i>	n/a	TBD	\$5	\$10	\$20	\$5	\$10
<i>Senior High Cafeteria/Multipurpose</i>	n/a	TBD	\$10	\$15	\$30	\$5	\$15
<i>Gymnasium</i>	n/a	TBD	\$10	\$15	\$40	\$3	\$10
<i>Elementary Kitchen</i>	n/a	TBD	\$5	\$10	\$20	\$3	\$5
<i>Middle Kitchen</i>	n/a	TBD	\$5	\$10	\$20	\$3	\$10
<i>Senior High Kitchen</i>	n/a	TBD	\$10	\$15	\$30	\$5	\$15
<i>Media Center</i>	n/a	TBD	\$10	\$20	\$40	\$3	\$10
<i>Food Court Area</i>	n/a	TBD	\$5	\$10	\$15	\$0	\$0
<i>Classroom ***</i>	n/a	TBD	\$3	\$5	\$10	\$2	\$1
<i>Conference Room</i>	n/a	TBD	\$5	\$5	\$10	\$1	\$1
<i>Computer Lab</i>	n/a	TBD	\$5	\$5	\$10	\$2	\$2
<i>Covered Outside Area</i>	n/a	TBD	\$3	\$5	\$10	\$0	\$0
<i>Stadium</i>	n/a	TBD	\$10	\$15	\$35	\$5	\$15
<i>Fieldhouse/Locker</i>	n/a	TBD	\$10	\$10	\$20	\$3	\$5
<i>Elementary Playfield</i>	n/a	TBD	\$5	\$5	\$10	\$1	\$0
<i>Middle Playfield</i>	n/a	TBD	\$5	\$5	\$15	\$1	\$0
<i>Senior High Ball Field</i>	n/a	TBD	\$10	\$10	\$20	\$2	\$10
<i>Concession Stand</i>	n/a	TBD	\$5	\$5	\$10	\$3	\$5
<i>Track</i>	n/a	TBD	\$5	\$10	\$15	\$0	\$5
<i>Tennis Courts</i>	n/a	TBD	\$5	\$5	\$10	\$0	\$5

\*Charges for Priority Two and Three users will be considered on a case by case basis. Any group which has an agreement with the District will be charged according to the agreement.

\*\*All charges subject to annual review and adjustment.

\*\*\*Only designated classrooms are available

Supply Fee

A supply fee may be charged for users in Priority 2 through Priority 5 based on group requirements.

Utility Fee

A utility fee may be added if lights, etc. are needed when the facility is not already in use by District personnel. A utility fee may be added to the field lights hourly rates for in Priority 3 through Priority 5. An exception would be where there is an existing joint use or interlocal agreement which allows usage at no cost.

Labor Charges

Labor costs for custodial, scoreboard operator, etc. will be billed to the user based on the service required, including all overtime, and mandatory fees requires under applicable collective bargaining agreements or contracts governing such employee groups.

## Labor Charges

---

Instructional (Including Coaches)	\$25/hour
Custodians	\$20/hour
School Nutrition Personnel	\$20/hour
Paraprofessional	\$20/hour
Equipment Technician	\$25/hour

## Equipment Use Charges

---

Athletic Scoreboard	\$50/day
Audio Visual Screen	\$10/day/item
Lectern/Podium	\$10/day/item
Microphone	\$10/day/item
Piano	\$30/day/item
Projector	\$10/day/item
Risers (per set)	\$20/day
Sound System*	\$30/day
Spotlight*	\$10/day
Theatre Lights*	\$20/day

\*Requires paid staff technician

## Jim Miles Professional Development Center

---

Conference Room(s)	\$30/hr per conference room
Classroom	\$10/hr

### Quid Pro Quo Donations

The value of donations of goods or services may be considered in lieu of payment. In order to have a donation of a good or service considered, these steps must be followed:

1. The party making the donation must document the value of the good or service. (see Appendix E)
2. The donation must be approved by the principal or facilities manager.
3. The principal or facilities manager will forward the information to the Associate Superintendent of Operations.
4. The Associate Superintendent of Operations will consider the donation and approve or deny the offer.

#### *Donations Which Will Not Be Accepted*

- *Donations which do not support the mission of The School Board of Polk County*
- *Donations which require the School Board or its employees to do something it otherwise would not do*
- *Donations which require the School Board or its employees to do something in perpetuity*
- *Donations which require the School Board or its employees to accept restrictions or obligations that are not in the best interest of the individual(s) or the District*
- *Donations that come with encumbrances such as debt, liability for toxic clean-up, etc.*
- *Donations which cost more to accept than it is worth*
- *Donations that would be bad for community relations*

## Appendix B **SHARED USE**

Schools traditionally have been the centers of their communities. They can both educate our children and provide access for others to recreational, civic and public space. If community members view a local school as an asset, they will support rather than oppose the increased presence of schools in the community. The School Board of Polk County encourages use of District owned facilities by the community.

The district has entered into various joint-use or interlocal agreements with municipalities throughout the County. These agreements must be taken into consideration by the District when scheduling and invoicing organizations. Following is a summary of those facilities which have a shared use agreement. To request to view an entire agreement, please contact Facilities Use at 863-534-0516 or [facilities.use@polk-fl.net](mailto:facilities.use@polk-fl.net):

### ***Auburndale***

#### ***Facilities Use re: Use of School Recreational Facilities - 1995***

1. The City shall be allowed use of District athletic and recreation facilities after hours provided the scheduling of activities is mutually coordinated by the City's Director of Parks and Recreation and the School Board's Director of Athletics or the principal of the school. The School Board shall have first priority for use of its recreation and athletic facilities.
2. The School Board shall be allowed use of City athletic and recreation facilities after hours provided the scheduling of activities is mutually coordinated by the City's Director of Parks and Recreation and the School Board's Director of Athletics or the principal of the school. The School Board shall have first priority for use of its recreation and athletic facilities. The City shall have first priority for use of its recreation and athletic facilities.

### ***Bartow***

#### ***Interlocal Agreement between City and School Board - 2002***

Bartow Senior High – Joint use of lighted parking after school hours.

### ***Board of County Commissioners***

#### ***Interlocal Agreement re: Highland City Park – 2006-2026***

The County shall maintain and make improvements at the park in exchange for use of the facility by youth league baseball teams of the Highland City/Greater Lakeland community.

#### ***Interlocal Agreement re: Fort Meade Park – 2013***

The County agrees to allow the School Board, its employees and guests to use the open parking areas at Fort Meade Park for those persons attending certain scheduled School Board events. The School is to provide the County with a list of those events on or before July 1 each year. Additional dates may be requested from time to time.

#### ***Joint Use of Facilities re: Multiple Facilities – 2007***

Agreement to aid in and cooperate in the cultivation of the community's health and vitality by providing adequate public recreation space for after school hours through coordinated and cooperative scheduling of the facilities. Facilities subject to this agreement shall be made available after school hours until dusk. The County provides the District with approximately \$170,000 per year in order to share in the cost of upkeep of the open fields. The Schools included in this agreement are:

Alturas Elementary	Lake Gibson Senior
Auburndale Senior	Lake Marion Creek
Bartow Elementary Academy	Lake Region Senior
Ben Hill Griffin Elementary	Lakeland Highlands Middle
Bethune Academy	Laurel Elementary
Crystal Lake Middle	Lena Vista Elementary
Davenport School of the Arts	Lewis Elementary
Denison Middle	Lewis/Anna Woodbury Elementary
Dundee Ridge Middle	Loughman Oaks Elementary
Eagle Lake Elementary	McLaughlin Middle
Eastside Elementary	Medulla Elementary
Fort Meade Middle - Senior	Mulberry Middle
Frostproof Elementary	Oscar J Pope Elementary
Frostproof Middle - Senior	Palmetto Elementary
Gause Riverside Adult	Pinewood Elementary
George Jenkins Senior	R. Bruce Wagner Elementary
Haines City Senior	Shelly S Boone Middle
Highlands Grove Elementary	Southwest Elementary
Horizons Elementary	Southwest Middle
James W Sikes Elementary	Spessard Holland Elementary
Jerre Stambaugh Middle	Spookhill Elementary
John Snively Elementary	Walter Caldwell Elementary
Kathleen Middle	Westwood Middle
Lake Alfred Elementary	Winston Elementary
Lake Gibson Middle	

#### Adding or Removing Facilities

1. Facilities may be added to this list by mutual written agreement.
2. Facilities may be removed with three months advance written notice by either party.

#### ***Interlocal Agreement re: Loughman Oaks Elementary Athletic Fields – 2009***

The County agreed to improve athletic fields to include irrigation, turf fencing and installation of athletic lighting. The School Board agrees to allow the community and amateur athletic leagues to use the fields for practicing and contesting the activities of soccer, football and other open field activities subject to scheduling.

#### ***Interlocal Agreement re: George Jenkins Senior High, Fields 1 & 4 – 2003***

The County installed athletic field lighting on fields No. 1 and No. 4. The School Board agrees to allow organized athletic leagues to utilize the facilities approved by this project for practicing and contesting the game of football and other open field activities. The School Board agrees to allow use of the facilities at a minimum of two hours a day, three days a week, when a reasonable request to schedule is made.

#### ***Interlocal Agreement re: Field Lighting- Crystal Lake Middle, Westwood Middle, Southwest Middle, McLaughlin Middle, Anna Woodbury Elementary, Davenport Elementary(old) – 2004***

The County installed athletic field lighting at the various school facilities. The School Board agrees to allow organized athletic leagues to utilize the facilities approved by this project for practicing and contesting the game of football and other open field activities when a reasonable request to schedule is made.

#### ***Joint Use Agreement for Community Park at Snively Elementary – 1996-2016***

The County constructed recreational and restroom facilities on land at the rear of the school. The School Board agrees to allow the County to operate a community park on the property except during school hours. During school hours, the School Board shall have the exclusive right to use the park for the students and staff of the school.

## ***Ft. Meade***

### ***Facility Use Agreement for Use of School Recreation Facilities by the City – 1991***

The School Board agrees to allow the City the opportunity to use district owned recreation and athletic facilities whenever the District does not have activities scheduled at the locations. The City agrees to allow the District to use city owned recreation and athletic facilities when the City does not have events scheduled at these facilities. The utilities for the School Board owned facilities will be paid by the District. The utilities for the city owned facilities will be paid by the City.

#### *School Facilities Subject to the Agreement*

##### Fort Meade Middle/Senior

Designated classrooms within the main building  
Fine Arts Auditorium (stipulations governing use)  
Gymnasium  
Weight room  
Football/Soccer field  
Track  
Practice fields  
Tennis courts  
Racquetball courts  
Softball field  
Grassed multipurpose area west of stadium

##### Anna Woodbury Elementary (formerly Ft. Meade Middle School)

Designated classrooms within the main building  
Softball field  
Multi-purpose grassed fields  
Basketball courts  
Playground

##### Lewis Elementary School

Designated classrooms within the main building  
Basketball courts and multi-purpose grassed area  
Gymnasium  
Cafeteria room

##### Gause Riverside Adult

Basketball courts  
Multi-purpose area south of main building

#### City Facilities Subject to Agreement

All public buildings, parks, athletic fields and recreation areas under the jurisdiction of Fort Meade Leisure Services.

## ***Frostproof***

### ***Frostproof Middle/Senior - Interlocal Agreement for Use of the Sports Complex- 2008***

The Sports Complex was constructed as a joint use project with the cooperation of The School Board of Polk County, The Board of County Commissioners and the City of Frostproof. The School Board agrees to provide the Frostproof Youth Ball, Inc. adequate availability of the complex, including concessions. The City agrees to pay monthly utility bills up to \$15,000 annually.

## **Lake Wales**

### ***Lake Wales Senior High – Facilities Use Agreement - 2000***

Use agreement between the School Board and City of Lake Wales. The City shall have the ability to schedule use of School Board owned athletic and recreation facilities after school hours. The School Board shall have the ability to schedule activities at City owned athletic and recreation facilities when not in use by the City. Lake Wales school's athletic facilities namely Legion Field, Softball fields, Soccer fields shall be maintained at the expense of the City of Lake Wales. Utilities for School Board owned facilities will be paid for by the School Board and City owned facilities will be paid for by the City of Lake Wales. Preparation of fields for play shall be the responsibility of the party scheduling the activity.

#### *Facilities Subject to Agreement*

Lake Wales Senior High

Football field

Soccer field

Legion field

Softball Complex

City Facilities

Wolfson Softball fields and field house

Crystal Lake Tennis Complex

## **Lakeland**

### ***Dobbins Park – Lease Agreement – 2011***

Lease agreement between the City of Lakeland and the School Board. The City will allow Dixieland Elementary staff and students use of the park for purposes associated with the operation of the school or in conjunction with activities of that school. The City retains the right to use the premises as a public park without limitations or restrictions at any time of day.

### ***Shared Facilities Agreement – Multiple Facilities – 2000***

The City of Lakeland and the School Board of Polk County agree to share athletic and recreational facilities in order to provide extracurricular and public recreational opportunities throughout the greater Lakeland area. The School Board shall pay rent to the City for the use of its facilities and the City shall pay rent to the School Board for the use of its facilities which shall be set forth in a letter agreement between the two entities. The parties shall cooperate in scheduling an event so as to consider the use of the facility by the owner first.

#### *Facilities Subject to Agreement – City*

Lake Mirror Auditorium

Lake Mirror Theatre

Magnolia Building

Bryant Stadium

Henley Field

Lake Parker Park

Tigertown

Marchant Stadium

Hanger #2

Veterans Park Baseball and Tennis

Kelly Recreation (gym, tennis, pool, activities center)

Simpson Park Complex (gym, tennis, pool, activities center)

Dobbins Park

Southwest Complex (soccer and softball)

Westside Complex

Adair Park

Lakeland Public Library

Larry Jackson Branch Library

Cleveland Heights Golf Course

Woodlake Tennis Park

2<sup>nd</sup> Street Park and Hospital parking lots

City Nursery at Oakhill

Lake Bonny Park

Curtis Peterson Park

The Lakeland Center (and all of its facilities)

Facilities Subject to Agreement – School Board

Carlton Palmore Elementary  
Cleveland Court Elementary  
Churchwell Elementary  
George Jenkins Senior  
Kathleen Senior  
Lakeland Senior

Lake Gibson Senior  
North Lakeland Elementary  
Phillip O'Brien Elementary  
Sleepy Hill Middle  
Southwest Elementary  
Southwest Middle

**Lease Agreement - Lake Bonny Park – 2000**

The City and School Board agree to jointly develop and share the Lake Bonny Park property owned by the City; to include the Agricultural Studies program constructed on the premises by the School Board.

**Winter Haven**

**Cooperative Facilities Agreement – Multiple Facilities – 2004**

The City and the School Board agree to joint use of properties for recreation, athletic and public purposes located in and around the greater Winter Haven area. The School Board and the City shall have priority use of their own facilities. When such facilities are not being used for a school or City activity, each entity will be allowed to schedule approved usage. Each party shall pay the cost of utilities (including but not limited to electric, garbage, telephone services) for its use of the recreation, athletic and public facilities owned by the other party.

Facilities Subject to Agreement – School Board

Brigham Academy  
Denison Middle  
Elbert Elementary  
Garden Grove Elementary  
Garner Elementary  
Inwood Elementary  
Jewett Academy

Jewett School of the Arts  
Lake Region Senior  
Lake Shipp Elementary  
Pinewood Elementary  
Snively Elementary  
Westwood Middle  
Winter Haven Senior

Facilities Subject to Agreement – City

All City Parks  
Chain of Lakes Park (stadium/ball fields)  
Chain of Lakes Civic Center (meeting rooms/gym)  
Diamond Plex  
Rotary Park  
Rowdy Gaines Pool

Senior Adult Program  
Sertoma Park  
Willowbrook Golf Course  
Winter Haven Recreation & Cultural Center  
Winter Haven Tennis Courts

**\*The School Board and the municipalities have first right of scheduling at the owners facilities or property**

**\*\*The listed agreements may be revised or added to at any time**



## Appendix C **Three Strikes Rule**

Continued use of Facilities by any organization or individual(s) (the “Renter”) shall be contingent upon following all of the policies, rules and regulations as prescribed by the District as well as applicable statutes and case law. Any continued usage agreement for Facilities may be terminated for any prior listed violations. If violations do occur during use, the Three Strikes Rule may be applied.

### Three Strikes Rule\*

Strike 1 - The organization, group or individual will be notified in writing of the violation and informed of the first strike in the process.

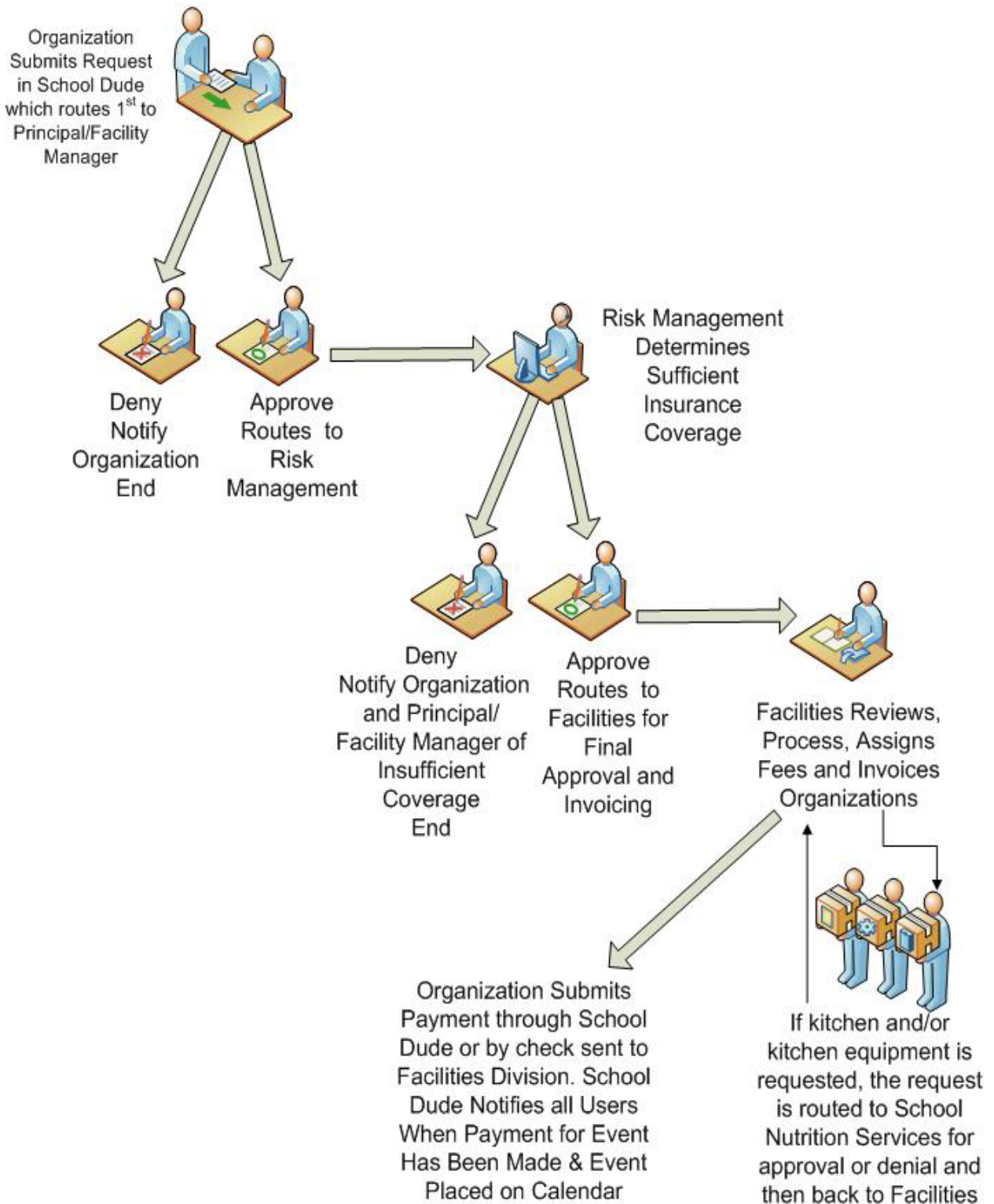
Strike 2 – The organization, group or individual will be notified in writing of the violation and informed of the second strike in the process.

Strike 3 - The organization, group or individual will be notified in writing of the violation and informed of the third strike in the process. At this time, the agreement is revoked. The organization, group or individual will no longer be able to use the property or facility and will not be allowed to schedule at any other property or facility. No refund will be given.

***Where a violation is considered egregious, there will be immediate expulsion and all future requests shall be denied. No refund will be given.***

***If an applicant does not agree with a decision, they may appeal that decision the Associate Superintendent of Operations. If the applicant still does not agree with the decision of the Associate Superintendent of Operations, they may appeal to the Superintendent. The Superintendent is the final authority in the appeal process.***

## Appendix D Application Routing Process



## Appendix E Donations of Material or Services

School Board Facility: \_\_\_\_\_

Organization/Group/Individual: \_\_\_\_\_

In-Kind or Quid Pro Quo donations are those goods or services that improve the School Board of Polk County facility and/or assists in its daily operation. These goods or services must be documented and available for audit inspection and reporting of the contribution to the IRS.

### Improvements

Any proposed improvement to a School Board owned site must be reviewed and permitted through the Facilities and Operations Division.

Describe proposed improvement: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Material Costs - Attach an itemized estimate that includes total materials cost and insert the total material cost in the space below. Receipts are required when improvement is completed.

**Total Materials Cost =** \_\_\_\_\_

- Labor Costs – Prevailing wage should be used to estimate labor cost. Attach any receipts for payment or labor used in making the improvements. All Federal and State labor laws and rules must be followed. If the labor is completed by volunteers, please attach a log that includes names, dates and hours donated to the project. ***All those performing any type of labor, whether paid or volunteer, must be background checked in accordance with the policies and rules of the School Board of Polk County.***

**Total Labor Cost =** \_\_\_\_\_

- Estimated Value of Improvements – The value of the improvements may be derived by adding the material and labor costs or by a third party estimate of the completed projects. At the completion of the proposed work, copies of all receipts shall be provided to the Facilities Use Administrator. ***All work is subject to inspection by personnel from the Facilities and Operations Division.***

**Total Value of Improvements =** \_\_\_\_\_

**Services**

- List the total number of hours of service that will be donated by the group, individual or organization.

**Total Hours Donated =** \_\_\_\_\_

- List a supportable hourly rate for the service donated by the group, individual or organization.

**Hourly Rate =** \_\_\_\_\_ **x Hours Donated** \_\_\_\_\_ **= Total Amount** \_\_\_\_\_

- Names, dates and hours shall be documented by the group, individual or organization.

**Total Value of Improvement/Service=** \_\_\_\_\_

**Total User Fees for this Contract=** \_\_\_\_\_

**Total Value of User Fees that is waived by this agreement =** \_\_\_\_\_

**Acceptance of Proposed Donation**

- The principal or facility manager of the School Board of Polk County must sign this page in agreement before the donation will be considered by the Associate Superintendent of Operations or their designee. For extended contracts, this will need to be turned in on a monthly basis.

***Organization/Group or Individual***

*I the undersigned, hereby certify that the information given in this document is true and that I am responsible for supplying the supportable documentation required:*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_

***Principal or Facilities Manager***

*I the undersigned Principal or Facilities Manager, accept the above proposal for donation contingent upon approval of the Associate Superintendent of Operations:*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

***Associate Superintendent of Operations or Designee***

*I the Associate Superintendent of Operations or their designee*  Accept  Deny *the above proposal for donation*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Project/Service Completion and Acceptance**

The signing of this document by the Principal or Facilities Manager indicates the satisfactory completion of the improvement/service provided by the aforementioned organization, group or individual.

***Principal or Facilities Manager***

*I the undersigned Principal or Facilities Manager, verify the satisfactory completion of the project or service proposed in this document.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

***Facilities and Operations Project Manager***

*I the undersigned Project Manager, verify the satisfactory completion of the project or service proposed in this document.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

This page reserved for instructions in reference to  
Special Activities Forms

**Contact Resources:**

Ashlee Dishong 863-534-0516

Sherry Boyette 863-519-8088

Risk Management – Jean Fowler 519-3858

Email: [facilities.use@polk-fl.net](mailto:facilities.use@polk-fl.net)