



POLICY 8020  
USE OF BROWARD COUNTY SCHOOL FACILITIES FOR NON  
SCHOOL PURPOSES

THE RENTAL OR USE OF BROWARD COUNTY PUBLIC SCHOOL (BCPS) FACILITIES SHALL BE PERMITTED WHEN NOT IN VIOLATION OF PROVISIONS OF THIS POLICY OR OTHER APPLICABLE SCHOOL BOARD POLICIES, WHEN NOT IN CONFLICT WITH THE REGULAR OR EXTRACURRICULAR SCHOOL PROGRAM, AND THE DESIRED FACILITY IS DETERMINED AVAILABLE.

NO GAMBLING, ALCOHOLIC BEVERAGES, WEAPONS, ILLEGAL SUBSTANCES OR ILLEGAL ITEMS SHALL BE ALLOWED AT ANY PUBLIC SCHOOL FACILITY.

ANY GROUP OR ORGANIZATION PROVIDING INFORMATION, PRODUCTS AND SERVICES UPON PUBLIC SCHOOL FACILITIES MUST NOTIFY ALL ATTENDEES, IN WRITING, THAT THE INFORMATION, PRODUCTS AND SERVICES OFFERED ARE NOT ENDORSED, SPONSORED OR RECOMMENDED BY THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (SBBC).

IF AT ANY TIME IT IS DETERMINED THAT INACCURATE OR MISLEADING INFORMATION IS PRESENTED BY A PARTY RENTING OR USING PUBLIC SCHOOL FACILITIES, THE SBBC RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THE LEASE WITHOUT REFUND.

THE USE OF SBBC LICENSED FACILITIES SHALL AT ALL TIMES BE IN COMPLIANCE WITH THE APPLICABLE LAWS OF THE STATE OF FLORIDA AND SBBC POLICIES.

THE RENTAL USE OR ENJOYMENT OF PUBLIC SCHOOL FACILITIES OR SERVICES BY ANY GROUP OR ORGANIZATION WHICH DISCRIMINATES ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER IDENTITY, GENDER EXPRESSION, NATIONAL ORIGIN, MARITAL STATUS, RACE, RELIGION, SEX OR SEXUAL ORIENTATION WILL NOT BE PERMITTED, EXCEPT AS PROVIDED BY LAW OR COURT ORDER.

LEGAL AUTHORITY: Section 1001.41(1), F. S. HISTORY:

Adopted: 4/29/70 Readopted: 9/5/74; 1/25/11

Amended: 8/25/71; 9/5/74; 1/6/77; 12/18/80; 7/1/82; 7/1/82; 6/2/83; 6/16/88; 12/15/88; 1/20/98; 1/15/02; 3/16/04; 1/25/11; 11/3/15; 6/21/16; 2/21/24; 1/22/25

#### DEFINITIONS

1. **“Regular School Days”**: refers to normal operational hours when students and/or staff are present on the school campus for the purpose of educational instruction, and to include employee planning days. Normal operational hours vary from one public school facility to another.
2. **“Non-School Days”**: refers to the days when public schools and facilities are closed. Non- School Days include weekends and School Board recognized legal holidays, spring break, winter recess, and Fridays in the summer during the period of the four (4) day work week. Under Rule 3, a School Board employee, typically a member of the custodial staff must open, remain on duty throughout the program and close the public school building(s).
3. **“After School Hours”**: refers to 30 minutes after the Regular School Day dismissal bell. The time

varies from one public school facility to another.

4. **“School-Allied Groups” (SAG):** are groups that exist because of the existence of the school. SAG are groups such as the Parent Teachers Association (PTA), Parent Teacher Student Association (PTSA), Parent Teacher Organization (PTO), School Advisory Council (SAC), School Advisory Forum (SAF), as defined herein, and Booster Clubs, such as band, orchestral, choral, School Alumni Organization, and Educational Athletics or as otherwise referenced in this Policy. No other entity will be recognized as a SAG, except those listed herein in this Policy or which are hereafter formed by a school as a component of that school’s educational functions. Therefore, all outside entities must be approved by the School Board as a SAG before designated and recognized in BCPS as a SAG.
5. **“Partners in Education” (PIE):** help schools and businesses develop partnerships that support schools and students. The parties commit to specific activities intended to benefit students, improve student achievement, and accomplish school improvement goals. A partnership is initiated in two ways:
  - a. a school recruits a partner from the business community, or
  - b. a prospective partner contacts either PIE or an individual school.
6. **“Groups and Organizations that Charge Fees”:** Any group or organization that charges participants an activity fee to attend the program offered by such group or organization.
7. **“Non-School Purposes”:** refers to use of public school facilities by outside agencies, groups or organizations.
8. **“Lease Application”:** refers to the BCPS form entitled Lease Application for Use of public school facilities.
9. A **“Certificate of Insurance” (COI):** is a document provided by an insurance company stating the limits of coverage for bodily injury and property damage insurance in effect during the use of the public school facility.
10. **“Rental Fees”:** refers to the fees charged for the use and enjoyment of a specific room at a public school or facility. A group or organization using one (1) or more than one (1) room will be charged separately for each room. The SBBC charges for the rental of its public school Facilities for Non-School Purposes or such fees as specified in the lease agreement for use of the public school facility.
11. **“Utilities Costs”:** costs including lighting, air conditioning, and electrical power in support of the operation of the public school facilities. Utilities Costs should not be applied for use of outdoor public school facilities unless such facilities are used after dark and outdoor lighting is provided.
12. **“Custodial Costs”:** costs which include opening the public school facility, remaining on duty throughout the program (After School Hours only) cleaning the public school facility following use and closing the public school facility. Custodial Costs are not charged on Regular School Days during normal operational hours, unless the principal or facility director determines that an additional custodian must be brought in to assist. Under the terms of the custodians’ labor contract, a custodian brought in After School Hours and on weekends must be paid a minimum of four (4) hours, regardless of whether the custodian works one (1) or four (4) hours.
13. **Personnel Costs”:** are charged, as incurred, for the services of a technician staff for the media center or auditorium, standby electrician, or stadium manager for the athletic stadium. The Safety, Security, Emergency Preparedness Division (SSEP Division), upon receiving written

notification/alert via the workflow of the Facility Online Usage Database, shall within five (5) working days of receipt of the notification/alert, provide response in the workflow, which at a minimum, response shall state whether security is needed for the event indicated in the application that is pending in the Facility Online Usage Database. If the Division determines that security is needed for the event, the Division shall specify the number of police officers or designated school security that will be needed for the event. Also, the SSEP Division shall timely advise the school principal or facility director of the subject facility about its decision. The minimum cost and number of police officers is set by the local law enforcement agency providing the service. Additional costs associated with metal detection wand services or any other applicable security devices or services shall be in place to enhance safety measures. The cost associated with the services will be set by the approved BCPS vendor secured by the School Board for these services.

14. **“Consumable Items”** are items such as restroom toilet paper, paper towels, soap, etc.
15. **“School Function”** is a function that is sponsored by a school and approved by the school’s principal or facility director to utilize a public school facility to enable the function; and when conducting such function, the school shall be exempt from: (1) signing a Lease Application, (2) paying Rental Fees, (3) paying Utilities Costs, (4) Custodial Costs, (5) Personnel Costs as incurred, and (6) shall not provide a Certificate of Insurance (COI).
16. **“School” or “Facility” or “School Facilities”**: refers to vocational schools, educational centers, traditional elementary, middle, or high schools, including schools that are combination schools such as K-8 or 6-12 campuses. “School” or “Facility” or “School Facilities” do not include administrative sites.
17. **“BCPS Department Function”**: is a meeting or other function requested to be held by a BCPS Department to utilize a BCPS Facility which is subsequently approved by the school’s principal or facility director. When conducting such meeting or function, the BCPS Department shall be exempt from: (1) signing a Lease Application, (2) paying Rental Fees, (3) paying Utilities Costs, (4) Custodial Costs, (5) Personnel Costs as incurred, and (6) shall not provide a Certificate of Insurance (COI). The BCPS Department shall initiate a request for facility rental to the school’s principal or facility director for approval and reservation.
18. **“Educational Athletics”**: embodies the idea that athletics is an extension of the classroom and that playing sports is an educational activity that provides outstanding opportunities that enrich and augment the educational experience; therefore, all recognized athletic teams, will be considered a School-Allied Group. This would allow for after school opportunities outside of the Regular School Days while also opening up summer programming and on property opportunities.
19. **“Youth Organizations”**: Organizations that qualify as non-profit entities under the Internal Revenue Service Code (Section 501(c)(3) Organization whose primary mission is to provide education, health, leadership, personal development, and mental health services to the youth.
20. **Other Organizations**: shall include all for-profit organizations and private individuals.
21. **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.
22. **In-Kind Contribution**: payment in goods or services that directly benefits a school or facility in lieu of the payment of money.

## **RULES**

Public School Facilities may be used for Non-School Purposes in accordance with the following provisions:

1. Each user/applicant desiring to lease space in public school facilities may make application for the lease and use of public school facilities at the administrative office of the desired school or facility. Designated school district staff at the school or facility location may assist the user/applicant to enter pertinent information regarding the application into the (BCPS) Facility Online Usage database, and upon completion of the application form, submit the application in the Facility Online Usage database, where it would be reviewed and processed via workflow established in the Facility Online Usage database.

Alternatively, each user/applicant desiring to lease space in public School Facilities may complete the lease application directly on the BCPS Facility Online Usage database and submit the completed application and related back-up information electronically in the Facility Online Usage database; whereafter, the completed application will be reviewed and processed via workflow established in the Facility Online Usage database.

2. If upon review, the application is determined to be complete, and lease of the facility will not conflict with school programs (such as extracurricular school activities or other previously scheduled activities), and the intended lease of the school or facility does not violate the provisions of School Board Policy 8020 or other applicable School Board policies, and further, that the desired school or facility is available for lease, the application may be approved. However, the application will be denied if the intended lease of the school or facility violates the provisions of School Board Policy 8020 or other applicable School Board policies, if it is determined that the lease of the school or facility at the period desired, conflicts with school programs, and/or that the desired facility is not available for lease at the period desired.

The school principal or designee, or the facility director or designee of a school or facility that is desired for lease by a user/applicant, shall be included in the workflow regarding the request to lease such school or facility; and therefore, shall be involved regarding the approval and denial of the application regarding the lease of such school or facilities.

Any user/applicant who submitted application in the BCPS Facility Online Usage database, to lease and use public School Facilities, and whereupon, such application was determined to be complete, must be informed via written notice and within a timely manner, that their application has been approved or denied. At most, such written notice must be made to the user/applicant no later than twenty (20) business days from the date determination was made that the user/applicant submitted a completed application for lease and use of the school or facility.

3. An employee of the SBBC, approved by the school principal or facility director, must open and close the public school facilities and remain on duty throughout the meeting or program. Use of public school facilities will be denied if school district staff is unavailable to be onsite as stated herein.
4. All applications for the use of school grounds at a public school facility, for a circus, fun fair, or carnival using mechanical equipment or animal rides shall not be made or processed via the BCPS Facility Online Usage database. Rather, such requests must be made directly to the Facility Planning & Real Estate (FP&RE) Department. Whereafter, upon conducting additional due diligence, the Department shall prepare a lease agreement for submittal to the SBBC for consideration.
5. The following five (5) categories shall be used to describe applicants that request the use of public School Facilities for Non-School Purposes. School principals or facility directors are required to

document each and every use of their facility by outside agents through the school district's Facility Usage Database. A Fee Schedule and Category Charges Matrix are appended to this Policy as Exhibits 1 and 2 respectively. The Superintendent or designee shall review the Fee Schedule periodically (no less than annually), and any changes to the Fee Schedule shall be recommended to the School Board for approval.

- a. **School-Allied Groups:** Any planned use of public school facilities by a SAG must first be made in writing to the school's principal or facility director and approved by the school's principal or facility director. If the desired facility is available as determined by the school's principal or facility director, SAG shall be notified about the availability and permission to utilize the facility within forty-eight (48) hours of receipt of the written request, provided that the school calendar has been approved. However, prior to the date of SAG's usage of the facility, the school's principal or facility director must document the planned usage of the facility in the district's online Facility Usage database and reflected in the school or facility's calendar. Also, other than the SAG listed in this Policy and hereafter formed by a school as a component of that school's educational functions, all SAG must submit as a component of the rental process, valid BCPS document designating it as a SAG before being permitted to utilize a school facility.
  1. On Regular School Days when the SAG is utilizing the school facility to conduct its normal meeting during a school's operational or non-operational hours, the SAG shall be exempt from: (1) signing a Lease Application, (2) paying Rental Fees, (3) paying Utilities Costs, (4) Custodial Costs, (5) Personnel Costs as incurred, and (6) shall not provide a Certificate of Insurance (COI) when the SAG is using the public school facility.
  2. When the SAG is utilizing the public school facility to conduct fundraising event, or other event, that is separate and apart from its normal meeting during after normal operational hours and on Non- School Days, except as further stated in this Policy, the SAGs shall do the following: (1) sign a Lease Application, (2) pay Rental Fees, (3) pay Utilities Costs, Custodial Costs (if applicable), Personnel Costs as incurred, including security (if applicable) and (4) submit a COI.
  3. A SAG may charge for fundraising events such as dinner, dances, car washes, etc., and not pay the required Rental Fees for utilizing the public school facility, only if one hundred (100%) percent (or as stated in Rule 5(a)(4)), of the funds realized from the event will support the school where the event is to be held, and or benefit BCPS.
  4. For the purposes of this Policy, fundraising events shall not include camps. Furthermore, at least thirty (30) days prior to the date of the scheduled event, the SAG must provide the school principal or facility director of the school facility with data that depicts the estimated revenue the SAG anticipates realizing from the event. Also, no later than thirty (30) days after the conclusion of the event, the SAG must submit to the school principal or facility director of the school facility where the event was held, an itemized statement which depicts the actual revenue realized from the event. In the information provided prior to the start of the event, the SAG must include data which estimates how much expenses the SAG anticipates incurring to accomplish the event. The data regarding the expenses shall be itemized. However, in no circumstances shall the estimated expenses exceed twenty (20%) percent of the total revenue that the SAG anticipates realizing from the event.

Failure of a SAG to provide the information as set forth herein may result in the Superintendent of Schools or designee to deny allowing the SAG from henceforth permanently utilizing BCPS facilities for non-school purposes.

5. If it is determined by SBBC that student(s) are unable to afford attendance at a winter, spring or summer camp conducted by a SAG for activities such as band and cheerleading for which fees would be required, the school principal or facility director will work with the SAG sponsoring the camp to determine how to raise the necessary funds so that the student(s) may attend.

**b. Partners In Education:**

1. PIE shall be categorized as PIE Category 1 and PIE Category 2 and shall be designated as PIE 1 or PIE as depicted in Exhibit 3, appended to this Policy. Also, a PIE and must submit as a component of the rental process, valid BCPS issued certificate which designates it as a PIE before being permitted to utilize a school facility. A PIE shall submit an application in accordance with the process delineated in Exhibit 3 prior to the beginning of each school year requesting Designation. Subsequently, the application shall be routed to the subject district school principal for review and approval. A PIE must agree to the PIE Application Requirements set forth in this Policy to be eligible apply for Designation.
2. The following shall apply to PIE 1 and PIE 2 ONLY when it is conducting its business or services:
  - a. When PIE 1 and PIE 2 are utilizing the school facility to conduct its business and or services, PIE 1 and PIE 2 shall: (1) Sign a Lease Application, (2) Pay reduced Rental Fees, (3) Custodial Costs (if applicable), (4) Personnel Costs as incurred (if applicable), and (5) Shall provide a Certificate of Insurance (COI) when the PIE is using the public school facility.
  - b. When the PIE 1 and PIE 2 are utilizing the public school facility to conduct fund raising event, or other event after normal operational hours and on Non- School Days, except as further stated in this Policy, PIE 1 and PIE 2 shall do the following: (1) Sign a Lease Application, (2) Pay Rental Fees, (3) Pay Utilities Costs, Custodial Costs (if applicable), Personnel Costs as incurred, including security and (4) Submit a COI.

**PIE Category 1 (Youth Organizations)**

1. In addition to the requirements delineated above for PIE, the requirements delineated below shall specifically apply to PIE 1.
2. Reduced rental fees means that the PIE 1 shall pay a one-time rental fee of \$300.00 per school year for the total rental for the PIE to lease the school facility.
3. To qualify for the one-time reduced rental fee of \$300.00 per school year, the PIE MUST provide an in-kind value that equates to or exceeds fifty percent (50%) of the cost for BCPS students to participate in the PIE's program. In-kind value support includes but shall not be limited to the cost of membership, tutoring services, program supplies, uniforms, activities, field trips, etc.
4. Pay custodial cost only when required by the school Principal or Facility Director.
5. Pay for security only when required by the Safety, Security, Emergency Preparedness Division (SSEP Division).

6. Pay for consumables.

7. Any required custodial cost, personnel costs, and/or security cost can be waived by the Superintendent or designee (Chief Operations and Facilities Officer). However, such waiver should be supported by data or documentation which evidences how the custodial and/or security costs will be accounted for or mitigated by BCPS.

8. The in-kind value provided by the PIE, shall be documented, and records of documentation shall be maintained by the school.

#### **PIE Category 2 (Other Organizations)**

1. In addition to the requirements delineated above for PIE, the requirements delineated below shall specifically apply to PIE 2.
  2. Reduced rental fees means that the PIE shall pay **ONLY FIFTY PERCENT (50%)** of the total rental fees due for the PIE to lease the school facility.
  3. To qualify for the fifty percent (50%) reduction in total rental fees, the PIE **MUST** provide an in-kind value support to the school that equates to or exceeds the initial fifty percent (50%) of the total rental fees due from the PIE to lease the school facility.
  4. The in-kind value provided by the PIE, shall be documented, and records of documentation shall be maintained by the school.
  5. Pay utility costs, consumables costs, custodial fees, personnel costs as incurred, security, if required, and provide a certificate of insurance (COI).
- c. **Government Organizations:** Government organizations must fulfill the Lease Application requirements and meet the insurance requirements as outlined under Rule 11 – Insurance – Property Damage which will cover the SBBC for any property damages associated with the Government Organization’s use of a public school facility.
1. On Regular School Days during the normal operational hours when custodial staff is present, Government Organizations shall be exempt from the payment of Rental Fees, Custodial Costs and Utilities Costs. However, Government Organizations shall pay Consumable Items Costs, Personnel Costs, as incurred including, without limitation, any required security.
  2. After School Hours or on Non-School Days when custodial staff presence is required, Government Organizations shall pay Custodial Costs, Consumable Items Costs, Utilities Costs and Personnel Costs, as incurred including, without limitation, any required security.
  3. Regardless of school days, normal operational hours, after school hours, or Non-School Days, Government Organizations that charge participants for activities shall pay Rental Fees, Custodial Costs, Utilities Costs and Personnel Costs as incurred, including, without limitation, any required security.
  4. All fees shall be based on the current established Fee Schedule (appended to this

Policy as Exhibit 1).

5. This Policy is not applicable if a separate agreement exists between the SBBC and another governmental entity for the use of School Facilities. Those agreements shall stand upon their own terms.
- d. **Non-Profit Corporation:** An entity which represents itself as a Non-Profit Corporation and is registered and recognized as a Non-profit Corporation in the State of Florida, shall fulfill the Lease Application requirements, all insurance requirements set forth in this Policy, and submit a copy of its State of Florida issued Certificate of Status (or State of Florida document(s) confirming status as a Non-Profit Corporation) prior to each and every use of public school facilities.
1. On Regular School Days, a Non -Profit Corporation shall pay nominal charges for electricity and administrative costs, Consumable Items Costs, as listed in the Fee Schedule, and Personnel Costs, as incurred including security, but shall be exempt from the payment of Rental Fees and Custodial Costs (if applicable).
  2. During After School Hours or on Non-School Days, a Non-Profit Corporation shall also pay Rental Fees, Custodial Costs (if applicable), Utilities Costs and Personnel Costs, as incurred including, without limitation, any required security (if applicable). However, the total Rental Fees due shall be discounted by twenty-five percent (25%).
  3. All fees shall be based on the current established Fee Schedule. In addition, any use of equipment shall be subject to Rental Fees, but the total Rental Fees due for such equipment shall be discounted by twenty-five percent (25%).
  4. The Superintendent of Schools or designee (Chief Operations and Facilities Officer), at his or her discretion, is authorized to determine that the rental and/or operational costs due to a Non-Profit Corporation could be satisfied by the Corporation via an in-kind value approach. The Corporation will qualify to satisfy the costs due to it via an in-kind value approach only if the Corporation proposes to utilize the BCPS facility to provide specific services that would benefit BCPS students. Such services shall include but not be limited to the provision of mental health counseling, improving student achievement, enabling and accomplishing school improvement goals, etc. Additionally, a formal agreement between the School Board and the Corporation must be generated by the Facility Planning & Real Estate Department or pertinent department to memorialize the provisions that would allow the Corporation to utilize and operate from the school or facility to provide the services.
- e. **Section 501(c)(3) Organization:** A Section 501(c)(3) Organization shall fulfill the Lease Application requirements, all insurance requirements set forth in this Policy and provide a copy of its approved IRS Section 501 (c) (3) certificate (or document(s) issued by the IRS confirming status as a Section 501 (c) (3) Organization) prior to each and every use of public School Facilities.
1. On Regular School Days, a Section 501(c)(3) Organization shall pay nominal charges for electricity and administrative costs, Consumable Items Costs, as listed in the Fee Schedule, and Personnel Costs, as incurred including security, but shall



be exempt from the payment of Rental Fees and Custodial Costs (if applicable).

2. During After School Hours or on Non-School Days, a Section 501(c)(3) Organization shall also pay Rental Fees, Custodial Costs (if applicable), Utilities Costs and Personnel Costs, as incurred including, without limitation, any required security. However, the total Rental Fees due shall be discounted by twenty-five percent (25%).
3. All fees shall be based on the current established Fee Schedule. In addition, any use of equipment shall be subject to Rental Fees, but the total Rental Fees due for such equipment shall be discounted by twenty-five percent (25%).
4. The Superintendent of Schools or designee (Chief Operations and Facilities Officer), at his or her discretion, is authorized to determine that the rental and/or operational costs due to a Section 501(c)(3) Organization could be satisfied by the Organization via an in-kind value approach. The Organization will qualify to satisfy the costs due to it via an in-kind value approach only if the Organization proposes to utilize the BCPS facility to provide specific services that would benefit BCPS students. Such services shall include but not be limited to the provision of mental health counseling, improving student achievement, enabling and accomplishing school improvement goals, etc. Additionally, a formal agreement between the School Board and the Organization must be generated by the Facility Planning & Real Estate Department or pertinent department to memorialize the provisions that would allow the Organization to utilize and operate from the school or facility to provide the services.

- f. **Other Organizations:** Other Organizations are entities that were not named or listed in Rule 5a, 5b, 5c, 5d and 5e. Other Organizations shall fulfill all Lease Application and insurance requirements necessary for each use of public School Facilities.

1. On Regular School Days, Other Organizations shall pay Rental Fees, Utilities Costs and any Personnel Costs that are incurred including, without limitation, any required security, or additional custodial staff.
  2. During After School Hours or on Non-School Days, when custodial staff presence is required, Other Organizations shall pay Rental Fees, Custodial Costs, Utilities Costs, and any Personnel Costs as incurred including, without limitation, any required security.
  3. All fees are based on the current established Fee Schedule (appended to this Policy as Exhibit 1).
6. This Policy does not apply to any vendors, who are Private Providers that have entered into valid agreement(s) with SBBC to operate a Child Care Program on SBBC's property and does not apply to any vendors that are awarded agreements as a result of a competitive solicitation process issued by SBBC or an exceptional purchase exemption. Any use of public school Facilities by such entities shall be governed by the specific contracts or agreements existing between such entities and the SBBC.
7. The basic Rental Fees and Custodial Costs, Consumable Items Costs, Utilities Costs and Personnel Costs for all public school Facilities shall be reviewed periodically (no less than annually) by the Superintendent's School Board Policy 8020 Committee which will recommend any changes to the

Superintendent for approval by the SBBC. Any revised Fee Schedule shall become effective on the date of its approval by the SBBC and shall apply to all subsequent Applications.

Rental Fees, Utilities Costs, Custodial Costs, Consumable Items Costs, and other Personnel Costs (including school security) should be adjusted based on related cost data garnered from the BCPS Facility Online Usage database (if any), and/or with comparable cost data from several large urban school districts in the State of Florida.

With the exception of government organizations that charge participants for activities, custodial charges shall only apply when either additional custodial staff is required for the activity or when custodial staff is required beyond normal working hours. The need for additional custodians shall be determined by the school principal or facility director of the public school facility.

Utilities Costs shall be applied only for activities held on School Days after normal operational hours (which is 30 minutes after regular day dismissal bell) or on Non-School Days. Personnel Costs shall be based upon the rates established in the Broward County Salary Schedule, plus other expenses including fringe benefits. The above charges do not include the services of law enforcement officers.

8. If selected, the school principal or facility director shall require the use of regular Food and Nutrition Services Staff when the Food and Nutrition Services Department is needed to prepare food or serve food during the use of the public school facility rental. The group or organization shall pay the cost of the Food and Nutrition Services Staff involved, according to the adopted School Food Services salary schedule, including retirement and other fringe benefits. If there is an additional camp/activity/event on campus that is utilizing the Food and Nutrition Services Department at the same time of the request, the cost per meal per individual will match the current SBBC cost per meal.
9. All payments made (i.e., check, ACH, wire, etc.) for the rental of public School Facilities via the district's online Facility Usage database, shall be remitted to the Treasurer's Office. The Treasurer's Office, on a monthly basis, shall process the payments in accordance with the Business Practice Bulletin A-429, which fulfills the required budget transfer procedure. Organizations must prepay all Rental Fees before being given access to public school facilities. However, if the rental period is greater than one month, facility lease cost shall be paid on a monthly basis. Per this Policy, parties can only lease a District school or facility up to a one (1) year term. Therefore, any party who desires to lease a District school or facility for more than a one (1) year term, shall submit such a request to the Facility Planning & Real Estate Department, and if the Department determines that such a lease is feasible, the Department will proceed to implement subsequent due diligence steps towards generating and scheduling a lease agreement between the party and the School Board for the School Board's consideration.
10. Regarding refunds, if BCPS cancels a reservation made by a Lessee for any reason, the Lessee shall receive 100% refund for the reservation. Cancellations made by the Lessee within seven (7) days or more in advance of the event date, will receive a one hundred percent (100%) refund of the Rental Fee paid by the Lessee. Cancellations made within three to six (3 – 6) days of the event date by the Lessee will incur a twenty percent (20%) cancellation fee, which fees shall be taken from the Rental Fee paid by the Lessee and the remaining eighty percent (80%) will be returned to the Lessee. Cancellations made within forty-eight (48) hours of the event date by the Lessee will incur a fifty percent (50%) cancellation fee, which fee shall be taken from the Rental Fee paid by the Lessee and the remaining fifty percent (50%) will be returned to the Lessee. The total amount of Rental Fee paid by Lessee shall not be refunded for cancellations made twenty-four (24) hours before the event date.

## 11. INSURANCE

The user of public school Facilities shall be financially responsible for all liability and property damage incurred during its use of facilities, if such damage occurs as a result of its use subject to applicable law.

The user of a public school facility must furnish a Certificate of Insurance along with the initial application prior to the use of the public School Facilities. The Certificate of Insurance must contain the following provisions:

- a. A statement certifying that there is in force a general liability insurance policy naming the SBBC as an additional insured; and
- b. Be written by a company licensed to write this line of coverage in the State of Florida (or an approved Non-admitted Carrier). The limits of the insurance policy shall be not less than:

Bodily Injury -	\$200,000 each person
\$300,000 each occurrence	

Property Damage -	\$500,000 each occurrence
(Damage to Rented Premises)	\$500,000 aggregate

Lessee is not permitted to utilize stoves, ovens, microwave ovens, hot plates or any devices which have the potential to cause a fire on SBBC property.

The user of a public school facility is required to notify the School District within two (2) business days if the above referenced insurance coverages are cancelled.

As an alternative to the user purchasing insurance on their own, the School District offers access to a vendor who provides insurance for their events on a per day basis (subject to exclusions). Minimal premium costs are based upon the nature and duration of the event, number of participants, and level of risk associated with the event.

## 12. Meal Functions, Picnics, Carnivals and Fun Fairs, which do NOT have mechanical or animal rides, sponsored by the school for School-Allied Groups are required to comply with the following provisions:

- a. The school principal or his/her designee shall be in attendance in a supervisory capacity.
- b. Third-party vendors participating in an event conducted by a School-Allied Group must furnish all vendor Certificates of Insurance, invoices, and agreements listing planned amusement activities with photos to the Risk Management Department for approval three (3) weeks prior to the event. The Certificate of Insurance must contain the following provisions:

1. Certificate of liability insurance with coverage of \$1,000,000 from the vendor providing the amusement activities. The certificate must name The School Board of Broward County, Florida as additional insured.

2. Automobile Insurance with coverage of \$500,000 for business-owned vehicles.

3. Workers' Compensation insurance with limits specified in Chapter 440, Florida Statutes and Employer's Liability limits of \$100,000/\$100,00/\$500,000 (each accident/disease-each employee/disease-policy limit). If a vendor has less than four employees, an affidavit is available from the Risk Management Department.

- c. **Food truck vendors:** Food truck vendors participating in an event conducted by a School-Allied Group on school grounds at a public school facility must comply with all applicable state, local and School Board requirements and complete a checklist at least three (3) weeks prior to the event (Checklists are available on the Risk Management Department's website). Food trucks may prepare, make and and/or sell food directly to patrons at the event. However, a visual inspection report and site plan which identifies the location of each food truck and generator to be on site which is affiliated with the food truck must be submitted to the Office of the Chief Fire Official at least three (3) weeks prior to the date of the event. If Broward County or another municipality in Broward County has approved an inspection report for the food truck vendor within the last twelve (12) months, the vendor can submit the inspection report to the Office of the Chief Fire Official for approval and will not be required to undergo a physical inspection.
- d. **Inflatables/Bounce House vendors:** Any inflatables or bounce house vendors participating in an event conducted by a School-Allied Group on school grounds at a public school facility must comply with all applicable state, local and School Board requirements and complete a checklist at least three (3) weeks prior to the event (Checklists are available on the Risk Management Department's website).
- e. All such activities hosted by groups other than School-Allied Groups must comply with all provisions of this Policy.

13. This Policy shall become effective upon approval of the SBBC.

LEGAL AUTHORITY: Section 1001.41 (1), F. S. HISTORY:

Adopted: 4/29/70 Readopted:

9/5/74; 1/25/11

Amended: 8/25/71; 9/5/74; 1/6/77; 12/18/80; 7/2/81; 7/1/82; 6/2/83; 6/16/88; 12/15/88; 1/20/98; 01/15/02; 3/16/04; 1/25/11; 11/3/15; 6/21/16; 2/21/24; 1/22/25

## SCHEDULE A

NON -PROFIT CORPORATIONS or SECTION 501(C)(3) ORGANIZATIONS FOR SCHOOL DAYS	
Fee Category	Cost Unit
Nominal charge for electricity, materials and administrative costs	\$25.00 per meeting, not to exceed \$250.00 per school/per fiscal year.

## SCHEDULE B

RENTAL FEES	
Fee Category	Cost Unit
Auditorium Fee	\$100.00 Per hour of rehearsal or setup \$650.00 Per performance (3-hour period) \$75.00 Per each additional hour (or part thereof) of performance
Food and Nutrition Services Cafeteria Fee	\$231.50 (includes 5-hour daily minimum) \$40.00 Per each additional hour (See Hourly Salary Range for Food and Nutrition Services Manager for Rental Below)
Classroom Fee	\$90.50 (includes 5-hour daily minimum) \$10.00 Per each additional hour
Multi-Purpose Room Fee (i.e. Media Center)	\$164.00 (includes 5-hour daily minimum) \$12.50 Per each additional hour
Swimming Pool	\$246.00 (includes 3-hour daily minimum) \$62.50 Per each additional hour
Individual Athletic Areas i.e. Baseball Field, Basketball Courts, Tennis Courts, and associated parking.	\$135.00 (Includes 3-hour daily minimum) \$50.00 Per each additional hour
Gymnasium	\$270.00 (includes 3-hour daily minimum) \$62.50 Per each additional hour
Regional Athletic Stadium for Athletic Competitions	\$945.00 (Includes 8-hour daily minimum) \$75.00 Per each additional hour. These fees include the use of the stadium, track, field and associated equipment and parking. (Does not include field lining, security & operational costs).
Parking Lot only	\$90.00 (includes 3-hour daily minimum) \$30.00 Per each additional hour

EQUIPMENT RENTAL FEES	
Fee Category	Cost Unit
Athletic Scoreboard	\$75.00
Floor Mat Placement/Removal	\$350.00
Lectern/Podium	\$25.00

Microphone	\$25.00
Moveable Stage	\$500.00
P.A. System	\$25.00
Piano	\$30.00
Projector	\$25.00
Projector Screen	\$25.00
Risers	\$25.00
Spotlight	\$25.00
Stadium Lights	\$15.00
Theatre Lights	\$20.00
TV/DVD Player	\$25.00
Video Equipment	\$25.00
Mandatory Event Set Up Fee (Classrooms)	\$50.00
Mandatory Set Up Fee (Other)	\$100.00

UTILITIES COSTS AND CUSTODIAL COSTS	
Fee Category	Cost Unit
Energy (Light, Cooling and Power)	\$35.00 Per hour
Water	\$27.50 Per day. This fee would be required for activities using more than the standard facility use such as car washes.
Refuse	\$25.00 Per day. This fee would be required for activities using multiple trash cans requiring disposal.
Custodial Services	\$188.00 (Includes 4-hour daily minimum) \$47.00 Per each additional hour
Consumable Items (restroom toilet paper, paper towels, soap, etc.)	\$5.00 (1-30) people expected at function. \$12.50 per day (31-100) people expected at function. \$20.00 per day (101-200) people expected at function. \$10.00 additional per day for each additional 100 people expected, or part thereof.

PERSONNEL COSTS	
Fee Category	Cost Unit
Technical Supervision	\$47.00 Per hour
Technical Crew	\$47.00 Per hour

School Security	\$47.00 Per hour
Off-duty detail officers	* Per hour
Stand-by-Electrician	\$62.50 Per hour
Stadium Manager (Athletic Director or designee)	\$62.50 Per hour
Wanding Services	** Per hour

\* Cost is set by the local law enforcement agencies. The Safety, Security, Emergency Preparedness Division (SSEP Division) shall state if security is needed for any event in a lease application facility online database. If SSEP determines that security is needed for the event, SSEP shall specify the number of police officers or designated school security needed for the event. SSEP shall timely advise the school principal or facility director of the subject facility about its decision.

Sales tax will be collected where applicable.

\*\* Metal detection wanding services and the cost associated with metal detection wanding services will be set by the approved BCPS vendor providing the services.

#### **Hourly Salary Range for Food and Nutrition Services Manager for Rental:**

The group or organization shall pay the cost of the Food and Nutrition Services Staff involved, time and one-half (1.5) the adopted School Food Services salary schedule, including retirement and other fringe benefits.

<b>Minimum Hourly Rate</b>	<b>Maximum Hourly Rate</b>
\$24.00	\$66.00

## SCHEDULE A

NON -PROFIT CORPORATIONS or SECTION 501(C)(3) ORGANIZATIONS FOR SCHOOL DAYS	
Fee Category	Cost Unit
Nominal charge for electricity, materials and administrative costs	\$25.00 per meeting, not to exceed \$250.00 per school/per fiscal year.

## SCHEDULE B

RENTAL FEES	
Fee Category	Cost Unit
Auditorium Fee	\$100.00 Per hour of rehearsal or setup \$700.00 Per performance (3-hour period) \$100.00 Per each additional hour (or part thereof) of performance
Food and Nutrition Services Cafeteria Fee	\$313.00 (includes 5-hour daily minimum) \$50.00 Per each additional hour (See Hourly Salary Range for Food and Nutrition Services Manager for Rental Below)
Classroom Fee	\$131.00 (includes 5-hour daily minimum) \$10.00 Per each additional hour
Multi-Purpose Room Fee (i.e. Media Center)	\$278.00 (includes 5-hour daily minimum) \$15.00 Per each additional hour
Swimming Pool	\$342.00 (includes 3-hour daily minimum) \$75.00 Per each additional hour
Individual Athletic Areas i.e. Baseball Field, Basketball Courts, Tennis Courts, and associated parking.	\$150.00 (Includes 3-hour daily minimum) \$60.00 Per each additional hour
Gymnasium	\$390.00 (includes 3-hour daily minimum) \$75.00 Per each additional hour
Regional Athletic Stadium for Athletic Competitions	\$1,140.00 (Includes 8-hour daily minimum) \$75.00 Per each additional hour. These fees include the use of the stadium, track, field and associated equipment and parking. Does not include field lining, security & operational costs.
Parking Lot only	\$90.00 (includes 3-hour daily minimum) \$30.00 Per each additional hour

EQUIPMENT RENTAL FEES	
Fee Category	Cost Unit
Athletic Scoreboard	\$75.00
Floor Mat Placement/Removal	\$350.00
Lectern/Podium	\$25.00



Microphone	\$25.00
Moveable Stage	\$500.00
P.A. System	\$25.00
Piano	\$30.00
Projector	\$25.00
Projector Screen	\$25.00
Risers	\$25.00
Spotlight	\$25.00
Stadium Lights	\$15.00
Theatre Lights	\$20.00
TV/DVD Player	\$25.00
Video Equipment	\$25.00
Mandatory Event Set Up Fee (Classrooms)	\$50.00
Mandatory Set Up Fee (Other)	\$100.00

UTILITIES COSTS AND CUSTODIAL COSTS	
Fee Category	Cost Unit
Energy (Light, Cooling and Power)	\$40.00 Per hour
Water	\$30.00 Per day. This fee would be required for activities using more than the standard facility use such as car washes.
Refuse	\$25.00 Per day. This fee would be required for activities using multiple trash cans requiring disposal.
Custodial Services	\$200.00 (Includes 4-hour daily minimum) \$50.00 Per each additional hour
Consumable Items (restroom toilet paper, paper towels, soap, etc.)	\$10.00 Per day 1-30 people expected at function. \$20.00 Per day 31-100 people expected at function. \$30.00 Per day 101-200 people expected at function. \$10.00 additional per day for each additional 100 people expected, or part thereof.

PERSONNEL COSTS	
Fee Category	Cost Unit
Technical Supervision	\$50.00 Per hour

Technical Crew	\$50.00 Per hour
School Security	\$50.00 Per hour
Off-duty detail officers	* Per hour
Stand-by-Electrician	\$65.00 Per hour
Stadium Manager (Athletic Director or designee)	\$65.00 Per hour
Wanding Services	** Per hour

\* Cost is set by the local law enforcement agencies. The Safety, Security, Emergency Preparedness Division (SSEP Division) shall state if security is needed for any event in a lease application facility online database. If SSEP determines that security is needed for the event, SSEP shall specify the number of police officers or designated school security that be needed for the event. SSEP shall timely advise the school principal or facility director of the subject facility about its decision.

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#### **Hourly Salary Range for Food and Nutrition Services Manager for Rental:**

The group or organization shall pay the cost of the Food and Nutrition Services Staff involved, time and one-half (1.5) the adopted School Food Services salary schedule, including retirement and other fringe benefits.

<b>Minimum Hourly Rate</b>	<b>Maximum Hourly Rate</b>
\$24.00	\$66.00

## Category Charges Matrix

CATEGORIES	LEASE APPLICATION	COI	RENTAL	UTILITIES	CUSTODIAL	PERSONNEL	CONSUMABLE ITEMS
<b>SCHOOL ALLIED GROUPS</b>							
School Days	No	No	No	No	No	No	No
After School Hours and Non-School Days	Yes	Yes	Yes	Yes	Yes	As Incurred	No
<b>PIE GROUPS</b>							
School Days	Yes	Yes	Yes**	No	Yes	As Incurred	Yes <sup>3</sup>
After School Hours and Non-School Days	Yes	Yes	Yes**	Yes	Yes*	As Incurred	Yes <sup>3</sup>
<b>GOVERNMENT ORGANIZATIONS <sup>1</sup></b>							
School Days	Yes	Yes	No	No	No	As Incurred	Yes <sup>3</sup>
After School Hours and Non-School Days	Yes	Yes	No	Yes	Yes	As Incurred	Yes <sup>3</sup>
Activity Fees Charged to Participants	Yes	Yes	Yes	Yes	Yes	As Incurred	No
<b>NON-PROFIT CORPORATION OR SECTION 501(C)(3) ORGANIZATIONS</b>							
School Days	Yes	Yes	No	Nominal	No	As Incurred	Yes <sup>3</sup>
After School Hours and Non-School Days	Yes	Yes	Yes	Yes	Yes	As Incurred	No
<b>OTHER ORGANIZATIONS</b>							
<b>School Days</b>	Yes	Yes	Yes	Yes	No <sup>2</sup>	As Incurred	No
After School Hours and Non-School Days	Yes	Yes	Yes	Yes	Yes	As Incurred	No

### Notes:

COI: Certificate of Insurance

\* Fees are not applicable if the monies raised are used to support the school, as stated in School Board Policy 8020.

\*\* Pay reduced rent as codified in Policy 8020.

<sup>1</sup> Government Organizations without Reciprocal Use Agreement's (RUA's).

<sup>2</sup>Rental includes only one custodian during normal operational hours.

<sup>3</sup>This fee would be required for any lease as stated in the fee schedule.