

The School Board of Nassau County

**USE OF SCHOOL FACILITIES AND EQUIPMENT**

Dr. Kathy Burns, Superintendent

Adopted March 26, 2009

## INTRODUCTION

This document contains the policies, procedures, forms, and fee schedule for the regulation of the use of school facilities and equipment. It is intended to provide administrators with the information necessary to consider requests by individuals and groups.

It is the responsibility of the Principal or building administrator to protect school facilities and see that they are used in accordance with Nassau County School Board policies and sound judgment.

**The primary function of school property, facilities, materials, and equipment is to facilitate public educational purposes and none of these shall be adapted to a use which hinders or inhibits said purpose.** Although the School Board does not have as a primary function the release of Board property for non-school activities, it is willing to do so when such use is deemed compatible with the purpose of public education. **In these instances, the fee schedule is to be applied without exception.**

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## PROCEDURES FOR USE OF FACILITIES AND EQUIPMENT

### I. Purpose

School property, facilities, materials and equipment are intended for public educational purposes and shall not be adapted to a use which hinders or inhibits this purpose. However, they may be made available for use by other governmental agencies when such use is deemed to be compatible with the purpose of public education.

School and community-oriented groups and organizations are encouraged to use school facilities.

Pursuant to Section 1013.10, Florida Statutes, the Nassau County School Board establishes the following procedures for the purpose of protecting educational facilities and grounds when used by non-school groups.

### II. Procedures

- A. School buildings and normal furnishings of a particular facility are available for use. Equipment other than normal furnishings of a facility is not available for use.
- B. Approval for use of facilities shall be secured at least 10 school days in advance from the appropriate principal or administrator.
- C. Facilities or equipment shall not be used for any of the following:
  - 1. Commercial or personal gain, except by prior Board approval;
  - 2. Programs involving any form of gambling;
  - 3. Any illegal activity;
  - 4. Activities in violation of any Board rule or regulation;
  - 5. Partisan political meetings;
  - 6. By any organization or party which believes in or teaches directly, or indirectly, the overthrow of the governments of the United States, the State of Florida, and/or Nassau County.
- D. The Superintendent or designee may deny use of facilities or equipment to any agency or organization whose purpose (as reflected in activities, statements, written philosophy, or other evidence) is considered by the Superintendent or designee to be incompatible with District purposes.

E. Other Terms and Conditions

1. The facility used by groups and organizations shall be at a time not for conducting regular school programs and for purposes not conflicting with School Board policies or rules.
2. The facility shall be used as equipped for School Board use. Charges shall be made for custodial set-up time for special rearrangement or handling of facility furniture and/or equipment.
3. Groups or organizations using facilities shall be required by the principal or building administrator to provide the School Board with a certificate of insurance naming the School Board of Nassau County, 1201 Atlantic Blvd., Fernandina Beach, FL 32034 as an additional name insured for the following amounts:
  - \$100,000 per person
  - \$200,000 per occurrence
  - \$50,000 property
4. The certificate of insurance must be provided prior to scheduled facility use.
5. Designated fees for facility use shall be paid in advance of scheduled use unless otherwise mutually agreed by the principal/building administrator and the user.
6. The principal or building administrator of the facility being used shall be responsible for securing all the necessary forms, certificates of insurance, and receipt of payment of fees for rental from users.
7. Long-term use of facilities and equipment (duration of one year or more) shall be covered by separate agreements or contracts.
8. There shall be no smoking or other use of tobacco by any person in any school or other NCSB facility or on School Board property.
9. Users of school facilities shall operate heating and cooling systems in accord with Administrative Rule 7.62 – Thermostat Settings.

III. Persons Under the Influence or In Possession of Alcohol or Drugs

Persons not otherwise subject to the school discipline code having possession of or under the influence of intoxicating beverages, drugs, or other substances expressly prohibited by federal, state, or local laws, shall not be allowed to be in or on Board property or at Board functions and shall be considered as trespassers if they fail to leave said functions or property after warning.

#### IV. Use by School-Oriented Organizations and Groups

There shall be no charge for use of school facilities to approved groups and organizations directly related to and connected with the school, students, and/or activities and events directly related to the operation and support of the school except as described below.

- A. Custodial services shall be rendered at no charge to school-oriented groups described above if the use of the facilities occurs during hours normally covered by school custodians and if the event or activity does not create additional need for custodial services.
- B. School kitchens must be operated by regular cafeteria employees only.
- C. If additional services are required, charges will be assessed for the actual hourly rate, including applicable fringe benefits, for cafeteria and/or custodial employees on duty during the scheduled use or as required prior to or after use for set-up and/or clean-up.
- D. If the use of custodial or cafeteria employees causes an individual to exceed 40 hours during a work week, the assessed charge shall include overtime pay.

#### V. Use by Non-School Oriented Organizations and Groups

- A. There shall be a charge for the use of school facilities to groups and organizations not directly school-related and/or oriented. This charge is established to recover costs for utilities, water, normal wear of facilities and equipment, and salaries of personnel required to process applications.
- B. The minimum fee for use of school facilities shall be for three (3) hours.
- C. Additional fees for excessive wear of facilities and equipment and/or damage will be assessed when such excessive wear and/or damage occurs.
- D. Usage charges shall be assigned in accordance with the Fee Schedule for the facilities being used. The distribution of usage charges shall be: 85% Nassau County School Board Operating Fund; 15% School.
- E. Payment for usage charges shall be made in advance by check payable to the School Board of Nassau County. The check shall be delivered to the Principal or building administrator and forwarded to the Superintendent or designee.
- F. A representative of the Board shall be on the school grounds during the hours of use of facilities except for fields or playgrounds.

- G. Custodial fees shall be assessed for services rendered prior to, during, and/or after a scheduled event as needed, as determined by the Principal or building administrator. The amount assessed shall include the custodian(s)'s hourly rate including applicable fringe benefits. All custodial services rendered shall be considered in excess of the 40 hour work week and shall include the overtime rate. When a custodian's services are required for a non-school use and are paid for at the overtime rate during the custodian's normally-scheduled work hours, the custodian shall make up the equivalent amount of normal work hours during the same work week.
- H. School kitchens must be operated by regular cafeteria employees. Charges will be assessed for the actual hourly rate, including applicable fringe benefits, of the employee assigned. Use of school kitchens shall only take place during non-school hours. If a cafeteria employee is caused to work in excess of 40 hours during a work week, the hours in excess of 40 will be paid at the overtime rate.
- I. The principal or building administrator shall contact the Business Services Office to obtain a quotation for the fees for custodial and/or cafeteria employee services prior to providing the fee information to the applicant for facility use. The name of the custodial and/or cafeteria employee(s) to be used shall be provided to the Business Services in order to get an accurate fee quotation.
- J. Payment for custodial or cafeteria employee services shall be made in advance by separate check payable to the School Board of Nassau County. The check shall be delivered to the Principal or building administrator and forwarded to the Business Services Office for payroll purposes.
- K. All payments to Nassau County School Board cafeteria or custodial employees for services rendered shall only be made by regular payroll processes through the Business Services Office and in no case shall payments be made directly to a Nassau County School Board employee in cash, through school internal accounts, by payment from the user, or any other "under the table" means. This does not preclude an individual from bona fide employment with the entity using the facilities.
- L. Damage by Organizations Under Facility Use Permits

An organization granted a permit for the use of property belonging to the Board shall be responsible for any damage to the buildings, equipment, or grounds and shall repay such damage in accordance with the true value as established by the Superintendent or designee. Failure to comply with such payment shall cause the individual, group or organization to lose eligibility for further use of Board-owned property, and be subject to legal action.

## **FLORIDA STATUTES**

- 1013.10     **Use of buildings and grounds.**--The board may permit the use of educational facilities and grounds for any legal assembly or for community use centers or may permit the same to be used as voting places in any primary, regular, or special election. The board shall adopt rules or policies and procedures necessary to protect educational facilities and grounds when used for such purposes.

## **NASSAU COUNTY SCHOOL BOARD ADMINISTRATIVE RULES**

### **7.50    USE OF SCHOOL FACILITIES--**

Full utilization of school facilities for educational, cultural, artistic, and other defensible public purposes is encouraged by the Board.

- I.     School facilities may be used by all school organizations, parent-teacher organizations and school-related organizations; civic, social and service groups; churches, business organizations, and responsible individuals. Each such use shall be approved in advance by proper authority.
- II.    Procedures for application and approval, charges to be assessed, and requirements for supervision shall be included in a facility use plan which, upon adoption by the Board, is made part of this rule by reference.
- III.   Each individual, group or organization which is granted a permit for the use of public property shall be responsible for any undue damage to the buildings, equipment, or grounds and shall pay any such damage in accordance with the true value as determined by the Superintendent. Failure to comply with a request for payment of such assessed damages shall result in the individual, group, or organization being ineligible for further use of school property and such legal action as the School Board deems proper to recover the amount of the damages.
- IV.   The District and its agents do not assume or accept responsibility for damage to, or loss of, any items of personal property brought onto school grounds or otherwise brought to school-related functions. The risk of damage to, or loss of, such personal property shall be that of the property owner. No district employee or agents have the authority to waive this Rule. The Board may waive it, providing that such waiver shall be only as the result of official action taken at a public meeting of the Board, and shall not otherwise be implied or assumed to have occurred. Waivers shall be



considered and approved by the Board on a case-by-case basis without constituting or creating a precedent for other applications.

Authority: 1001.41(2), 1001.42(17), F.S.

Law Implemented: 1001.32, 1001.42, 1001.42, F.S.

History--New 6/28/90 Amended--08/08/02

#### **7.51 ALTERING SCHOOL PROPERTY--**

No school building or other fixed property of the School Board shall be removed, erected or in any way altered without the expressed permission of the School Board.

- I. Any group, including the Parent-Teacher Association, desiring to improve a school site, to add facilities, or to install equipment shall submit a request, including plans and a statement of purposes, to the Superintendent for submission to the School Board.
- II. Any improvement, new facility, or equipment installed by a nonschool group shall become the property of the Nassau County School Board.
- III. To be approved, any improvement program shall meet all codes and safety standards and shall be beneficial and consistent with the overall planning program. In approving any proposal, the welfare of the children shall be the primary consideration.

Authority: 1001.41(2), 1001.42(17), F.S.

Law Implemented: 1001.42, 1013.37, 1013.371, 1013.372, F.S.

History--New 6/28/90 Amended--08/08/02

#### **7.57 DISPOSAL OF SCHOOL PROPERTY--**

- I. Real property may be disposed of only after having been officially declared unnecessary or unsuitable for school purposes by resolution of the School Board in the manner described in Florida Statutes and State Board of Education Rules. The School Board may dispose of land or real property having a value of \$25,000.00 or more as prescribed in State Requirements for Educational Facilities (SREF) 1.4 and 1013.28, Florida Statutes.
- II. No property, including equipment, may be disposed of without the approval of the School Board. The Superintendent shall periodically submit to the School Board a list of surplus or unusable equipment having a value of less than \$25,000.00 and if the same is approved by the School Board for disposal, the Superintendent shall dispose of such equipment and materials in a manner that will be to the best advantage of the school

system and consistent with the provisions of 1013.28, Florida Statutes, and State Requirements for Educational Facilities (SREF) 1.4.

Authority: 1001.41(2), 1001.42(17), F.S.

Law Implemented: 1001.42, 1013.28, F.S.; 6A-2.28, SBER

History--New 6/28/90 Amended--08/08/02

## **7.62 THERMOSTAT SETTINGS--**

During the cooling season all thermostats shall be set no lower than 78 degrees, and during the heating season thermostats shall be set no higher than 70 degrees in elementary schools and 65 degrees in all other locations.

Authority: 1001.41(2), 1001.42(17), F.S.

Law Implemented: 1001.42, F.S.

History--New 6/28/90

## **7.39 USE OF LUNCHROOM FACILITIES--**

Non-school groups may use lunchroom facilities pursuant to 7.50 of these rules. However, in any such case, a lunchroom worker must be employed by the using group to supervise and assist.

Authority: 1001.41(2), 1001.42(17), F.S.

Law Implemented: S.B.R. 750

History--New 6/28/90

## **2.19 DRUGS AND ALCOHOLIC BEVERAGES--**

No person shall be permitted to use, to be in possession of, or to be under the influence of alcoholic beverage or unlawful substance while on school property.

- I. The term "alcoholic beverage," as used herein, shall include all beverages containing more than one percent alcohol by weight.
- II. The term "unlawful substance," as used herein, shall mean any drug or other controlled substance identified by Chapter 893, Florida Statutes, for which the individual does not have a prescription issued by a physician.
- III. All school personnel are required to report to the principal or the principal's designee any suspected unlawful use, possession, or sale of any controlled substance, counterfeit controlled substance, and/or alcoholic beverage.

Authority: 1001.41(2), 1001.42(17), F.S.

Law Implemented: 1006.07, 1006.09, 1001.44(34), 1013.10, F.S.

History--New 6/28/90 Amended--08/08/02

## **2.34 SMOKING AND OTHER USE OF TOBACCO--**

There shall be no smoking or other use of tobacco by any person in any school or other educational facilities. The designation of a smoking area is prohibited in any educational facility. For the purpose of this rule, "educational facilities" include all buildings and property owned by the Nassau County School Board.

Authority: 1001.41(2), 1001.42(17), F.S.

Law Implemented: 386.202, 386.203, F.S.

History--New 12/10/92 Amended--08/08/02

## FEE SCHEDULE FOR USE OF SCHOOL FACILITIES

The Fee Schedule will be reviewed annually and recommendations shall be made to the school board regarding maintenance of the current schedule or increased rates.

The types and amounts of fees for use of school facilities by non-school oriented groups:

- I. The attached Fee Schedule is based on the recovery of costs for utilities, water, normal wear of facilities and equipment, and salaries of personnel required to process applications. Fees for use of outdoor facilities such as a stadium or field include an amount for field maintenance. This schedule shall be reviewed periodically and adjusted based on the associated costs.
- II. Charges for the use of facilities by non-school oriented groups shall be consistent within the District as outlined in the fee schedule.
  - A. Fees for school buildings – **See Appendix A.** The time frame during which charges are assessed shall start when the user begins setting up the facility for intended use and shall end when the facility is vacated, with a three (3) hour minimum.
  - B. Fees for custodial and cafeteria employees – The employee's regular hourly rate (including benefits) plus overtime, if applicable.
  - C. Football or Baseball Stadium with Lights - \$150 per hour
  - D. Stadium Only (no lights) - \$50 per hour
  - E. Outdoor Field (other than stadium) - \$20 per hour
  - F. Audio-visual Equipment – **Audio-visual equipment and materials shall not be used.**
- III. Custodial, cafeteria or other employee charges shall be assessed when services are required because of use of facilities.
  - A. The amount assessed for custodial service shall include the custodian(s)'s hourly rate including applicable fringe benefits. All custodial services rendered shall be considered in excess of the 40 hour work week and shall include the overtime rate.
  - B. Charges for cafeteria services will be assessed for the actual hourly rate, including applicable fringe benefits, of the employee(s) assigned. If a cafeteria employee is caused to work in excess of 40 hours during a work week, the hours in excess of 40 will be paid at the overtime rate.

- C. If the service of a custodian is not secured prior to scheduling use of facilities, and upon the completion of an event it is found that the facilities have not been restored to their normal conditions, the user shall be assessed a fee for custodial services necessary to restore the facilities.
- IV. State institutions of higher learning shall be charged an hourly rate determined by the Superintendent or designee per classroom. Charges for use of other types of facilities shall be as specified in II. above.
- V. The distribution of fees (other than salaries) will be as follows:
  - A. School District Operating Fund – 85%
  - B. School – 15%
  - C. Upon receiving the payment for school facility use, the Business Services Office will transfer the amount equal to 15% of the facility use fee to the school's budget.

## THE SCHOOL BOARD OF NASSAU COUNTY

### FACILITY USE AGREEMENT

Persons or groups using the School Board of Nassau County facilities do so under the following conditions:

I. The School Board of Nassau County shall:

- A. Furnish utilities as it may, at its sole discretion, deem necessary for purpose of the users.
- B. Reserve the right to cancel this permit if it is found that the facility is needed for school use.
- C. Reserve the right in the exercise of its discretion, to rescind and cancel this permit at any time when, in their opinion, the purpose or purposes for which the premises herein described are being used, is intended to be used, shall be obnoxious or inimical to the best interest of the School Board of Nassau County.
- D. Provide a NCSB representative on campus (except in the case of field use only).

II. The User shall:

- A. Hold the School Board, its officers, agents, and employees harmless from any damage or accidents or injury that may happen to the user or his agents, servants, employees, or property or to anyone else by virtue of the user's use of the property from any cause whatever, prior, during or subsequent to the period covered by the agreement, and the said user hereby releases the School Board of Nassau County from and agrees to indemnify it against any and all claims for such occurrences.
- B. Pay for labor and usage fees incurred.
- C. Obtain at the user's own cost and expense any and all licenses or permits required by law or ordinance.
- D. Take the premises as they are at the time of occupancy by the user. In the event the user finds it necessary to remove or change the location of any furnishings or equipment, the changes shall be made by the user at the user's expense and shall be replaced as found; provided, however, that no removals or changes shall be made without prior consent of the school principal.

- E. Have all deliveries of needed equipment and material made with the prior consent of the school principal.
- F. Remove from the premises immediately following use, all equipment and material owned by the user. Anything not removed may be subject to handling and storage charges.
- G. Prohibit the use of intoxicating beverages, harmful drugs, or gambling devices of any kind.
- H. Prohibit tobacco use by all persons on School Board property or in School Board facilities.
- I. Forbid the use or storage on any part of the school premises any substance or thing prohibited by any law or ordinance, or by standard policies of fire insurance companies operating in the State of Florida.
- J. Not be granted permission to store in or on any part of the school premises any illuminating oils, candles, turpentine benzene, naptha or other similar substances or explosives of any kind.
- K. Pay state/federal taxes directly to the government.
- L. Operate the heating and cooling systems in the school facilities at the following settings:
  - Cooling – Thermostat shall be set at 78 degrees.
  - Heating – Thermostat shall be set at 65 degrees.
- M. Not remove any School Board property from the school under any condition, not withstanding the rental agreement contained herein.

## PROCEDURES FOR APPROVING THE USE OF FACILITIES AND EQUIPMENT

- I. The applicant completes an original and three (3) copies of the Application for Use of School Facilities form.
- II. The applicant submits the original and three (3) copies of the Application for Use of School Facilities form to the Principal or building administrator at least 10 school days prior to the date of the requested use.
- III. The Principal or building administrator first approves or disapproves the application and notifies the applicant.
- IV. The Principal or building administrator provides the applicant with a copy of the Facility Use Agreement.
- V. If approval is given, the administrator determines if the applicant must pay a usage fee and/or fee for labor for custodial or cafeteria services.
- VI. The administrator notes the charges in detail on the Application for Use of School Facilities form.
- VII. The applicant's check for the entire fee, made out to the School Board of Nassau County, should be attached to the application.
- VIII. The building administrator sends the original and three (3) copies of the approved forms to the Superintendent or designee for approval.
- IX. After approval, the Superintendent or designee sends one copy of the form and the check to the Director of Business Services, one copy to the Director of Facilities, and returns the original and one copy to the administrator. One copy of the form is given to the user and the original is filed by the administrator.
- X. If approved by the Superintendent or designee, the check will be deposited and the funds will be credited to the appropriate account(s).
- XI. Any cancellations or changes in usage or payments should be forwarded in writing to the Director of Business Services.

### Certificate of Insurance

A Certificate of Insurance is proof that the using organization has purchased insurance to cover its liabilities while using school facilities. Most insurance companies have both short and long term policies available. This insurance protects the owner in case a person(s) or property is damaged while another person or group or agency is using the property.

All users of School Board facilities must show a Certificate of Insurance with the Nassau County School Board being listed as an additional name insured. It is the responsibility of the Principal to verify that the certificate of insurance has coverage in the amount of \$100,000 per person, \$200,000 per occurrence, and \$50,000 property.

Questions concerning the Use of Facilities and Equipment may be referred to:

Superintendent or designee	491-9905
Director of Business Services	491-9861



## APPENDIX A: FEE SCHEDULE

	First 3 Hours (Minimum Fee)	Each Additional Hour (or portion of an hour)
Auditorium	\$360	\$120
Cafeteria	\$210	\$ 70
Classroom	\$ 90	\$ 30
Conference Room	\$ 60	\$ 20
Cafeteria/Multipurpose Room Combination	\$420	\$140
Gym	\$240	\$ 80
Gym Classroom/Dance Studio, etc.	\$120	\$ 40
Gym and Locker Room Facilities	\$330	\$110
Large Training Room	\$150	\$ 50
Locker Room Facilities	\$ 90	\$ 30
Media Center	\$210	\$ 70
Multipurpose Room	\$210	\$ 70
Office	\$ 60	\$ 20
Portable Classroom	\$ 60	\$ 20
Weight Room	\$150	\$ 50

Custodial Services – Employee's hourly rate (including benefits) plus overtime, if applicable. Contact Business Services Office for correct amount. Must provide employee's name.

Food Service Worker – Employee's hourly rate (including benefits) plus overtime, if applicable. Contact Business Services Office for correct amount. Must provide employee's name. A Food Service worker must be present if the cafeteria kitchen is used.

**APPLICATION FOR USE OF SCHOOL FACILITIES**  
**OF THE SCHOOL BOARD OF NASSAU COUNTY, FLORIDA**

*FOUR COPIES OF THIS APPLICATION MUST BE SUBMITTED TO THE SCHOOL PRINCIPAL.*

If approved, this application will be subject to the use agreement in the Use of School Facilities and Equipment handbook and to the charge(s) indicated below. An approved copy will be sent to the organization requesting the use of facilities.

Date of Application: \_\_\_\_\_ Date of Event: \_\_\_\_\_  
(Must be 10 school days before use)

Name of School: \_\_\_\_\_ Time Meeting Begins: \_\_\_\_\_ a.m./p.m.

Will any admission be charged? Yes \_\_\_\_\_ No \_\_\_\_\_ Time Meeting Ends: \_\_\_\_\_ a.m./p.m.

Specify Name/Purpose of Event: \_\_\_\_\_

Organization Making Application: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Anticipated Attendance \_\_\_\_\_

Specific Area(s) to be used: \_\_\_\_\_

Special Circumstances: \_\_\_\_\_

**All users must attach a certificate of Insurance with coverage in the amount of \$100,000.00 per person, \$200,000.00 per occurrence, and \$50,000.00 property. The School Board of Nassau County, 1201 Atlantic Avenue, Fernandina Beach, Florida 32034, must be listed on the insurance form as an additional name insured.**

I (person requesting permit), \_\_\_\_\_, a citizen of the State of Florida and of the United States of America, and being employed by, an officer of, or representing \_\_\_\_\_, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.

Signature: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

**Charges for Use of School Facilities:**

**FEE**

Cafeteria Services: Employee \_\_\_\_\_ Hourly Rate\* \_\_\_\_\_ X Hours used \_\_\_\_\_ = \_\_\_\_\_  
(name)

Custodial Services: Employee \_\_\_\_\_ Hourly Rate\* \_\_\_\_\_ X Hours used \_\_\_\_\_ = \_\_\_\_\_  
(name)

Other: \_\_\_\_\_ Employee \_\_\_\_\_ Hourly Rate\* \_\_\_\_\_ X Hours used \_\_\_\_\_ = \_\_\_\_\_  
(position) (name)

Facility Rental Fee: \_\_\_\_\_ = \_\_\_\_\_

(List Type – Minimum Fee: Three Hours)

\*Hourly Rate including benefits as confirmed by the Business Services Office for the specific employee. **Total Charges =** \_\_\_\_\_

**NOTE: Before this permit becomes effective, it must bear, in the places indicated, the signature of the Superintendent or designee.**

**Payment must accompany form.**

**Payment due before:** \_\_\_\_\_  
(Date)

Approval: Principal \_\_\_\_\_

\_\_\_\_\_  
Superintendent/Designee

Revised March 26, 2009

**NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM  
RISK MANAGEMENT PROGRAM  
FACILITIES USE/SPECIAL EVENTS LIABILITY COVERAGE**

**PURPOSE**

Make school district facilities available to community groups and organizations while, at the same time, insure that a district's assets, both physical and economic, are protected against alleged claims of negligence.

**RATIONALE**

1. Make school district facilities available to all community groups and organizations.
2. Provide protection for the school district against alleged claims of negligence resulting from such facility use.
3. Make the required (and prudent) insurance available to all size groups at a reasonable cost.
4. Provide each school district and the NEFEC/Risk Management Program control of insurance coverages thereby eliminating possible disputes or gaps in protection.
5. Transfer the total exposure from your Risk Management Program's loss fund for claims arising out of use of school district facility agreements.
6. Eliminate the need for a school district to negotiate adequate (and prudent) insurance protection for each occurrence.
7. Eliminate or at least minimize the local political aspects associated with use of facility requests.

**SCOPE OF COVERAGE**

**Liability Limits**

\$100,000 - Each person  
\$200,000 - Each occurrence  
\$4,000,000 - General aggregate policy limit per year, all districts  
\$500 - Deductible for bodily injury liability per claim  
\$500 - Deductible for property damage liability per claim

Revised 7/2005

## SCOPE OF COVERAGE CONTINUED

This offers a solution of protecting the self insured loss fund in an amount equal to the waiver of sovereign immunity limits.

Categorical (users) classifications:

1. Category I - Civic club meetings, Boy/Girl Scout meetings, breakfast meetings, religious meetings, various miscellaneous association meetings, and others which come under the definition of meeting/sitting use. **These meetings would be held in a classroom. (MUST BE REPORTED TO NEFEC/CARRIER PRIOR TO EVENT IN ORDER FOR COVERAGE TO BE BOUND.)**
2. Category II - Groups or organizations, other than school district sponsored, conducting activities such as dances, dance recitals, dance instruction, product demonstration, plays, beauty pageants, concerts, revivals, family reunions, church services, fashion shows, recitals, wedding receptions, etc. **These meetings would be held in gym, cafeteria, etc. (MUST BE REPORTED TO NEFEC/CARRIER PRIOR TO EVENT IN ORDER FOR COVERAGE TO BE BOUND.)**
3. Category III - Groups or organizations, other than school district sponsored, conducting athletic activities such as soccer games, football, baseball, basketball, tennis, swimming, etc. **(MUST BE REPORTED TO NEFEC/CARRIER PRIOR TO EVENT IN ORDER FOR COVERAGE TO BE BOUND.)**
4. Category IV – Auditoriums/Theaters. All performances or events that are non-school sponsored. Any Auditorium/Theater use for any purpose.
5. Category V – PTO/PTA type carnivals, other than school sponsored. Need details of rides and activities for approval.

Any event not listed above must be submitted 10 working days in advance of the scheduled activity date to NEFEC to be submitted to insurance carrier for their consideration and are rated on an individual basis, if acceptable.

### COST TO USER

	<u>Event Use Rate</u> (one day charge)	<u>** Multiple Event Use Rate</u> (more than one day)
Category I	\$50.00	\$125.00
Category II	\$75.00	\$350.00
Category III	\$75.00	\$300.00
Category IV	\$200.00 per day	
Category V	\$100	

\*\*Multiple Event Use Charges. If a group/organization commits to use school district facilities more than one time they should be charged the multiple event use rate. Multiple Event Use charges are as following:

- Category I - Minimum policy charge of \$125.00 prepaid. Meetings in excess of 10 at \$25.00 each, within the policy anniversary date of 7/1 to 7/1.
- Category II - Minimum policy charge of \$350.00 prepaid. Meetings in excess of 10 at \$45.00 each, within the policy anniversary dates of 7/1 to 7/1.
- Category III - Minimum policy charge of \$300.00 prepaid. Meetings in excess of 10 at \$40.00 each, within the policy anniversary dates of 7/1/ to 7/1.

### EXCLUSIONS

1) Athletic participants; 2) Performers; 3) Live animal rides; 4) Mechanical riding devices; 5) School sponsored athletic events or teams.

### CLAIMS

All claims under this policy should be reported promptly to the NEFEC/Risk Management Program on Form R/M 5 Accident Report - General Liability. **MARK THE REPORT, SPECIAL EVENT.**

### DEDUCTIBLE

The User Group should be informed that there is a policy deductible. They would become responsible for the deductible if a claim is made against the school district for an injury that occurs during the Users Group's event. The deductible is \$500 per claim for bodily injury liability and \$500 per claim for property damage liability.

## PREMIUM

The premium paid by each district is a deposit premium. The insurance company will determine the final premium by auditing the actual use of this policy. The district will keep the fees collected by the district from the User Groups. If the district's use of this policy exceeds the deposit premium the district will be billed for this additional premium. The fees collected should help to offset any additional premium that you may be billed for.

## REPORTING

The application for coverage under the facilities use/special events liability coverage program **MUST** be received by the NEFEC Risk Management office **5 working days prior to the date of the event** in order for coverages to be bound by the insurance company. The Risk Management office will then submit this form to the insurance company. If this form does not reach the insurance company prior to the date of the event there will be no coverage by the insurance company for the event being held by the user group. The school district and Risk Management Program will then be held liable for any claims brought against the school district as a result of the event being sponsored by the user group. Therefore, it is imperative this form be completed and submitted to the NEFEC Risk Management office before the date of the event.

## ALTERNATIVE TO THIS PROGRAM

**Certificate of Insurance.** Some users of school district facilities will be able or may choose to provide the school district with a Certificate of Insurance. If a Certificate of Insurance is to be used it should have the following coverage limits, terms and conditions. **(If a Certificate of Insurance is used then the Facilities Use Coverage Reporting Form does not need to be completed.)**

### **Liability (minimum) Limits**

\$300,000 combined single limit (CSL)

Liability should cover Comprehensive General Liability and Contractual Liability.

### **Terms and Conditions**

1. The School District must be stated on the certificate as an **ADDITIONAL INSURED**. (other governmental agencies are not required to list the School District as an additional insured.)
2. The specific group, activity and function(s) date should be spelled out on the Certificate. EXAMPLE: Swing-Yo-Partner Dance Club. Square Dance. July 3, 2005.

### LIMITATION OF A CERTIFICATE OF INSURANCE

A Certificate of Insurance gives evidence of insurance at the time the Certificate is issued - it is not a contract, nor does it give the additional insured (school district) any other benefits.

Please direct any questions or correspondence to:

Ted Bennett, Supervisor, Risk Management

NEFEC

3841 Reid Street

Palatka, FL 32177

(386) 329-3842

Sun Com 860-3842

Fax (386) 329-3835 (Sun Com) 860-3835

**NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM RISK MANAGEMENT  
FACILITIES USE/SPECIAL EVENTS LIABILITY COVERAGE PROGRAM REPORTING FORM**

SCHOOL DISTRICT \_\_\_\_\_ PLEASE COMPLETE ALL INFORMATION

Location of Event: (School, Building, Room#) \_\_\_\_\_

Name of group: \_\_\_\_\_

Description of Event: \_\_\_\_\_

Date(s) and Time of Event: \_\_\_\_\_

# Of participants: \_\_\_\_\_ Age of Participants: \_\_\_\_\_ # Of spectators \_\_\_\_\_

Category of Event:	Event Use Rate (1 day charge)	Multiple Event Use Rate** (more than 1 day)
(Check appropriate rate)	I. \$ 50.00 _____	I. \$125.00 _____
	II. \$ 75.00 _____	II. \$350.00 _____
	III. \$ 75.00 _____	III. \$300.00 _____
	IV \$200.00 _____ Per Day (see IV below for requirements)	
	V. \$100.00 _____	

**(Make check payable to your school district)**

- I. Civic Club meetings, Boy Scout meetings, breakfast meetings, various miscellaneous association meetings and others which come under the definition of meeting/sitting use. These meetings would be held in a classroom.
- II. Groups or organizations, other than school sponsored, conducting activities such as dances, dance recitals, dance instruction, product demonstrations, plays, beauty pageants, concerts, revivals, family reunions, church services, fashion shows, recitals, wedding receptions, or rehearsals, setting up or tearing down of any event, etc. These meetings would be held in gym, cafeteria, etc.
- III. Groups or organizations, other than school sponsored, conducting athletic activities such as, but not limited to, soccer games, football, baseball, basketball, tennis, swimming, etc.
- IV. Auditorium/Theaters – Any Auditorium/Theater use including but not limited to any performances or events that are non-school sponsored. All users \$200 per day. (Rehearsals prior to performance included in daily rate.).
- V. PTO/PTA type carnivals, other than school sponsored. Need details of rides and activities for approval

**Any event not listed above must be submitted 10 working days in advance of the scheduled activity date to NEFEC for carriers' consideration and are rated on an individual basis, if acceptable.**

**\*\*Multiple Event Charges: (more than one use, multiple event rate will apply)**

- I. Minimum policy charge of \$125.00 prepaid. Meetings in excess of 10 at \$25.00 each within the policy anniversary dates of July 1, to July 1.
- II. Minimum policy charge of \$350.00 prepaid. Meetings in excess of 10 at \$45.00 each within the policy anniversary dates of July 1, to July 1.
- III. Minimum policy charge of \$300.00 prepaid. Meetings in excess of 10 at \$40.00 each within the policy anniversary dates of July 1, to July 1.

**EXCLUSIONS: 1) Athletic participants; 2) Performers; 3) Live animal ride; 4) Mechanical riding devices; 5) School sponsored athletic events or teams.**

**THIS REPORTING FORM MUST BE RECEIVED BY THE NEFEC RISK MANAGEMENT OFFICE, 3841 REID STREET, PALATKA, FL 32177, (386) 329-3842, FAX (386) 329-3835, 5 BUSINESS DAYS PRIOR TO THE DATE OF THE EVENT. THE USER GROUP WILL BE RESPONSIBLE FOR THE POLICY DEDUCTIBLE OF \$500 PER CLAIM.**

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

School District Representative Signature

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

Authorized Representative of Group Using Facility Signature