

**The School District of Escambia County
Title I/Supplemental Educational Services
1403 St. Joseph Avenue, Pensacola, FL 32501
Phone (850-595-6915 x 233)**

SES Facilities Usage Agreement Instructions

- a) Providers must request the usage of Escambia School District facilities from the principal of each school/department for which tutoring will be held using the Facilities Usage Agreement form on the following pages.**
- b) The request for usage must be submitted to the principal well in advance of the intended date(s) of usage to allow for approval by the Deputy Superintendent. Principals have the right to determine which, if any, of the facilities rooms, etc. will be used.**
- c) The facilities may not be used until the request is submitted by the principal, approved and returned by the Deputy Superintendent.**
- d) Do not assume that permission has been granted. Usage of any facilities is at the discretion of the principal.**
- e) Schools/departments will invoice the provider on a monthly basis for facilities used the previous month. Payment is to be made directly to the school. Invoices/payments may not be aggregated. Payment is to be made within 30 days.**

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SES FACILITIES USAGE AGREEMENT

THIS AGREEMENT by and between THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA (hereinafter "SCHOOL BOARD") and

_____ (Name of Organization/Group/Person)

_____ (Street or Post Office Address)

_____ (City) (State) (Zip Code)

whose phone number is _____ (hereinafter "USER")

WITNESSETH:

1. THE SCHOOL BOARD SHALL:

a. Permit the USER to use the following facility(ies) designated as _____ (Class Room / Cafeteria / Gym/ Auditorium / Other)

at _____ (School)

to be used daily/weekly/monthly on the _____ day of each week/month between the hours of _____ a.m.-p.m. and _____ a.m.-p.m. for the purpose of _____ SES Tutoring _____

b. Furnish electricity/light/water/restrooms for ordinary purposes but for no other purpose; interruptions, delays, or failure in furnishing any of these shall not give USER any right to or claim for damages resulting therefrom.

c. Charge USER a reasonable fee for the use of the designated facility(ies) unless waived or adjusted by the Superintendent; this fee shall be _____ for each time the facility(ies) is (are) used.

2. The USER shall:

a. Use the designated facility(ies) only for the purposes specified above, and make no unlawful, improper, objectionable, or undesirable use of the facility(ies) provided as per the following:

(1) USE OF EDUCATIONAL FACILITIES AND GROUNDS

(a) Pursuant to the terms and conditions of this rule, the School Board permits the use of educational facilities (including grounds) by eligible non-school groups during non-school hours for any legal assembly, for community use centers, and, at other times for polling places in any general, primary, or special election. Such non-school use of educational facilities and grounds shall only take place after the execution and delivery of the then most current edition of the standardized School Board, Use of School Facilities Agreement. Rules set forth in this section shall not apply to long-term facilities use established under other provisions such as a tenant lease agreement.

(b) "USE OF SCHOOL FACILITIES AGREEMENTS" are obtained at the building Principal's office and must be filed at least thirty (30) days before the proposed date of use. Facility use may also be requested through the Superintendent's Office by calling 469-6131. A facility use agreement must be completed and approved for each event scheduled during or after the normal school day, weekends, days when school is not in session, holidays, and during the summer months. When schools are closed due to inclement weather, all scheduled building activities and outdoor facility use are cancelled. Consult a radio, TV, or the District website www.escambia.k12.fl.us for notification of cancellation.

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(c) The principal will recommend approval or denial in writing to the Superintendent, who will review the principal's recommendation and issue a notice of approval or denial to the applicant. A notice of denial shall contain a notification of the applicant's appellate rights. The Superintendent may deny an application for rental only:

1. If an applicant is ineligible under this rule pursuant to the provisions of Section (4) Classification of Users; Section (6) Restrictions on Use of Educational Facilities and Grounds; Section (7) Use of Educational Facilities by Religious Groups; or Section (8) Activities Prohibited;
2. For prior nonpayment for use of facilities; and/or
3. For prior use that resulted in damage to a District facility.

(d) The applicant may appeal the Superintendent's denial to the School Board at its next regular meeting provided the agenda requirements of Rule 6Gx17-1.06 are met. An applicant's failure to appeal the Superintendent's denial at the next regular meeting of the School Board will constitute a waiver of the applicant's appellate rights and will render the Superintendent's decision final.

(e) Notification of cancellation must be submitted to the Facility Scheduler (Principal or building Administrator) at least forty-eight (48) hours before the scheduled time of use, or the full rental fee and personnel fees will be charged.

(f) As the activities of the above-mentioned School and the School Board have first priority of use of the designated facility(ies), the School Board reserves the right to alter user's scheduled use of the designated facility(ies) and will notify or reasonably attempt to notify the user in advance.

(2) SCHOOL BOARD NOTIFICATION

Upon approval of use, a copy of the USE OF SCHOOL FACILITIES AGREEMENT shall be forwarded to the School Board office and retained until the completion of the usage period.

(3) CONDITIONS FOR USE

The following conditions shall be observed:

- (a) Certificates of insurance, naming the School District of Escambia County as additional insured, may be requested for liability protection or any other type of insurance as the School Board deems necessary. The certificates of insurance must be on file with the School District of Escambia County five (5) days prior to the date of use.
- (b) An appropriate regular school employee, custodian, lifeguard, and/or supervisor designated by the principal shall be on duty at all times when educational facilities or grounds are being used by an eligible non-school group. The district employee designee and the designee's hourly rate of pay shall be included in the Use of School Facilities Agreement.
- (c) No classroom may be used during school hours by an eligible non-school group other than a school-sponsored organization. No activities incompatible with the instructional purposes and directly related activities of the school district will be allowed during normal school hours.
- (d) Decorations are permitted only with approval of the principal or building administrator. Only materials acceptable to the fire marshal may be used.
- (e) Under no circumstances are any materials to be used on floors or other parts of the building without the approval of the school district employee on duty.
- (f) Smoking in a school building is strictly prohibited.
- (g) Alcoholic beverages, gambling devices or illegal substances of any kind are not permitted on school property. Anyone who appears to be under the influence of alcohol will be denied access to a school facility.
- (h) Responsible representatives of a user shall be present at all times a facility is in use. Any necessary security, including uniformed law enforcement officers, shall be provided by and at the expense of the user. The number of representatives, the security measures and the number of uniformed law enforcement officers to be utilized during a particular use of a facility shall be within the discretion of the school principal or other administrator of the facility being utilized.

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(i) Guns, weapons or guard dogs are not allowed in any school building or on any school property without prior written permission from the Superintendent/designee. (Governmental law enforcement officers are exempt; private security guards are not exempt.)

(j) Fire doors, fire protection apparatus, or means of egress will not be blocked or tampered with.

(k) To protect the community's investment, the District requires the following:

- * Return furniture to original locations
- * Leave school writing on white/chalk boards undisturbed
- * Erase whiteboards if vacant sections are used
- * Be respectful of a teacher's desk and materials
- * Materials and equipment in the area should be left undamaged
- * Clean up the area after use, including table tops and floors
- * Close windows and turn off lights upon leaving
- * Place all waste in the proper receptacle

(l) If an accident happens, and damage occurs, it must be reported promptly to the custodian or District employee on duty. Users are held responsible for damage.

(m) Groups are responsible for providing all supplies and materials necessary.

(n) In case of medical or other emergency situations, please notify the custodian or school district employee on duty who will take a report of the incident.

(4) CLASSIFICATION OF USERS

(a) All users of educational facilities, other than school sponsored organizations, shall pay fees as outlined in Section 5 of this rule. Users are divided into three groups for the purpose of assessing fees.

1. Group A (Non-Profit)

Any organized non-profit group or organization within the school district whose purpose is directly connected to the school district or community --- examples are:

- Parent Teacher Groups
- School Parent Groups
- School Committees
- Athletic Boosters
- Band Boosters
- Municipal/Government Agencies

2. Group B (Discounted Organizations)

Any community group or organization that has an affiliation with Escambia Schools --- examples are:

- Boy Scouts
- Girl Scouts
- AAU Basketball Groups
- Homeowners Associations
- Neighborhood Groups (informal)
- Churches/Religious Education
- Charitable Organizations – to qualify 501(c)3 paperwork must be on file.

3. Group C (General Users)

Any group, including commercial or profit-making organizations, or individuals offering services for profit.

(5) Fees and Rate Schedule

(a) Hourly rental fees for buildings and daily rental fees for outdoor facilities and stadiums will be charged to all users at the established rates for the given year.

(b) The hourly/daily schedule of fees for use of educational facilities and grounds is for normal use. Should any excessive wear or abuse occur, extra charges shall be assessed. All fees shall be promptly remitted in advance to the school's internal funds accounts. All checks shall be made payable to the school.

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(c) In addition to the schedule of hourly and/or daily fees, the user shall pay directly to the school any additional costs incurred by the school in providing the requested facility including, but not limited to costs incurred in connection with providing appropriate staff.

(d) The fees to be charged are as follows:

Building									
Hourly Rental Fees									
User Classification	Elementary Schools			Middle Schools			High Schools		
	Group A	Group B	Group C	Group A	Group B	Group C	Group A	Group B	Group C
Classroom	N/C	6.00	12.00	N/C	6.00	12.00	N/C	7.00	15.00
Gym	N/C	n/a	n/a	N/C	13.00	25.00	N/C	15.00	30.00
Cafeteria	N/C	7.00	15.00	N/C	7.00	15.00	N/C	10.00	20.00

(5.) The School Board and USER grant to the other and reserve unto themselves the right to terminate this Agreement, with or without cause, by giving not less than thirty (30) days written notice to the other, at any time notwithstanding anything to the contrary herein. The USER may terminate its right to occupy the facility(ies) without terminating the USER's obligation to indemnify the SCHOOL **BOARD** in accordance with **paragraph 2 (h)** above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20_____.

SCHOOL BOARD OF ESCAMBIA COUNTY,
 FLORIDA
 By: _____
 Superintendent, as Secretary to the School Board

USER:
 By: _____
 Title: _____