

Beaufort County Board of Education  
Beaufort, South Carolina

Performance Expectations Monitoring Report

Date: July 10, 2019

Performance Expectation (PE) being monitored: 7.7 - Facilities Use

We hereby present my monitoring report on Performance Expectations 7.7 according to the schedule set by the Beaufort County Board of Education. We certify the information contained in this report is true.

Date: 7/3/19

Signed:   
Robert S. Oetting, P.E.  
Chief Operations Officer

Date: 7/9/19

Signed:   
Dr. Frank Rodriguez  
Superintendent

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

Signed: \_\_\_\_\_  
Dr. Christina Gwozdz  
Board Chair

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**The Superintendent will:**

**7.7** Develop and consistently administer facilities use guidelines delineating:

- a. Fee structure that is consistently applied;
- b. Clear user expectations, including behavior, cleanup, security, insurance and damage repair;
- c. Applicable consequences and enforcement procedures for users who fail to follow the established rules; and
- d. Reasonable availability to the community in a way that does not take away from the facilities' primary responsibilities.

Statement of Compliance

The District is in compliance with PE 7.7.

- a. Fee are administered according to AR-OS-29-R.
- b. All Leasees sign a contract or MOU (Memorandum of Understanding) where expectations are specified. An example blank contract is attached.

- c. Rules and regulations are being reviewed with Leasees. A copy of "Rules and Regulations Governing Use of School Facilities" (attached) is required to be signed by new Leasees.
- d. All Leasees are required to provide a certificate of insurance showing the District as the insured with the required \$1 million general liability coverage.
- e. The overall use of the facilities is tracked to ensure that the facilities use is not negatively impacting the primary use of the facility. Attached are charts show the number of groups using facilities, the number of events, and the total revenue received for facilities use.

**FEES FOR USE OF SCHOOL FACILITIES**

**AR OS-29-R  
April, 2018**

	<b>FEES: NONPROFIT ORG</b>	<b>FEES: FOR PROFIT ENT.</b>
<b>SCHOOL FACILITY</b>		
Base Fee	\$20 per facility per hr., 2 hour minimum	\$55 per facility per hr., 2 hour minimum
Add HVAC	\$25 per hour	\$35 per hour
Add supervision <sup>1</sup>	\$20 per hour per person	\$25 per hour per person
Add custodian	\$50 per hour per person	\$50 per hour per person
<b>PERFORMING ARTS CENTERS/AUDITORIUMS</b>		
Base Fee	\$150 per hour; 4 hour minimum, \$85 per hour thereafter; cap of \$1,500 per day	\$225 per hour; 4 hour minimum, \$120 per hour thereafter; cap of \$2,400 per day
Add personnel <sup>2</sup>	\$25 per hour per board operator \$22 per hour per stagehand \$11.25 per hour per usher \$30 per hour per security guard	\$25 per hour per board operator \$22 per hour per stagehand \$11.25 per hour per usher \$30 per hour per security guard
<b>MIDDLE AND HIGH SCHOOL STADIUMS</b>		
Base fee – Football & Soccer Stadiums	\$100 base fee, limited to 5 hours; \$100 per hr. each additional hour	\$1000 base fee, limited to 5 hours; \$200 per hr. each additional hour
Base fee – Baseball & Softball	\$100 per game, \$200 per day	\$200 per game, \$400 per day
With lights	\$40 per hour	\$50 per hour
Stage Rental	\$200	\$300
Add supervision	\$20 per hour per person	\$25 per hour per person
Add custodian	\$50 per hour per person	\$50 per hour per person
<b>GYMNASIUMS</b>		
Base fee per gym	\$50 per hour; 4 hour minimum	\$100 per hour; 4 hour minimum
Add supervision	\$20 per person per hour	\$25 per person per hour
Add HVAC	\$25 per hr.	\$35 per hr.

<sup>1</sup> Custodians and other hourly employees may earn overtime if they supervise activities of non-profit or commercial enterprises after school hours. Salaried employees may not earn overtime. No employee may earn overtime for supervising the activities of a school-related organization after school hours.

<sup>2</sup> Each has a four (4) hour minimum.

Add custodian	\$50 per person per hour	\$50 per person per hour
<b>PLAYGROUND, BALL FIELD AND TENNIS COURT</b>		
Base fee	Free	\$200, limited to 5 hours
With lights	Additional \$20 per hour	
<b>SUMMER CAMP FEES</b>		
Indoor facilities	\$150 per day; Add \$200 per day AC up to 8 hours a day; \$35 per hour for each additional hour	\$500 per day; Add \$280 per day AC up to 8 hours a day; \$35 per hour for each additional hour
Outdoor Facilities	\$150 per week (use of field lighting not included)	\$400 per week.
<b>OTHER SCHOOL FACILITIES</b>		
	Such fees shall be based upon the recommendation of the Superintendent.	The lease cost per square foot for such use shall be calculated upon the following formula: the prevailing lease cost per square foot per year multiplied by (the number of days of proposed use divided by 365) multiplied by (the number of hours per day of proposed use divided by eight hours). The utility cost per square foot shall be calculated upon the following formula: utility cost as calculated by the BCSD Facilities Department per square foot multiplied by (the number of days of proposed use divided by 365) multiplied by (the number of hours per day of proposed use divided by eight hours). The lease cost per square foot shall be added to the utility cost per square foot and the custodial rate per hour as provided for short term commercial enterprise leases, if such custodial services are necessary. The lease cost per square foot shall then be multiplied by the total square footage of the space to be leased to determine the rental fee per day.

Adopted: October, 2015  
Revised: December, 2016; January, 2018; April, 2018

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

BEAUFORT COUNTY SCHOOL DISTRICT  
FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (the "Agreement") is made and entered into this, the \_\_\_\_ day of \_\_\_\_\_, 2019, between the BEAUFORT COUNTY SCHOOL DISTRICT ("BCSD") and \_\_\_\_\_ and in consideration of the rent to be paid by Lessee to the BCSD and the covenants, promises and agreements set forth below to be kept and faithfully performed by Lessee, the BCSD agrees to lease to Lessee and Lessee agrees to lease from the BCSD the Premises specified below.

1. **Premises.** The parties agree Lessee shall lease from the BCSD the following Premises:  
Location/School: \_\_\_\_\_  
Building(s)/Room(s): \_\_\_\_\_
2. **Event Dates/Times.** Lessee shall use the Premises on the following date(s): \_\_\_\_\_  
Lessee shall use the Premises on such date(s) at the following times and no other: \_\_\_\_\_.
3. **Fees.** Lessee shall be responsible for payment of the base rental fee to the BCSD of \$ \_\_\_\_\_. HVAC @ \$25/hr; Custodial @ \$50/hr. (4 hour minimum.) Total Fees \$ \_\_\_\_\_
4. **Intended Use of Premises/Property:**  
The BCSD allows Lessee to use the Premises for the following activity(ies) and none other: \_\_\_\_\_.
5. **Points of Contact:**
  - a. As to School: \_\_\_\_\_ Principal  
\_\_\_\_\_  
Telephone: 843-xxx-xxxx  
name.name@beaufort.k12.sc.us
  - b. As to the BCSD: Mary Gillies  
2900 Mink Point Boulevard  
Post Office Drawer 309  
Beaufort, South Carolina 29901  
Telephone: 843-322-0715  
Email address: mary.gillies@beaufort.k12.sc.us
  - c. As to Lessee: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email address: \_\_\_\_\_
6. **Indemnification/Insurance.** Lessee indemnifies and holds the BCSD, and its agents, employees, and officials, harmless as to any personal injury and/or property damage which may occur during Lessee's use of the Premises, including but not limited to, any liability whatsoever for personal injury, death, or property damage during said utilization of the premises. Unless waived by the BCSD, Lessee shall obtain at its own expenses, keep in full force and effect, and provide the BCSD with a copy upon execution of this Agreement of a general liability insurance policy including coverage in an amount no less than \$1,000,000.00, naming the BCSD as an additional insured, for the activities to be conducted on the Premises.
7. **Damage to the Premises.** Lessee shall use the Premises in their "as is" condition and upon completion of its activities thereon shall leave the Premises in as good or better condition. In the event of damage to the Premises which, in the opinion of BCSD representatives, exceeds reasonable wear and tear, Lessee shall be responsible for any and all costs of repair and restoration necessary to return the Premises to their condition at the time Lessee commenced activities thereon. The BCSD reserves the right, in its sole discretion, to require a security deposit, in addition to the rental charges, prior to Lessee commencing activities on the Premises.
8. **Miscellaneous.**
  - a. **District oversight of activity.** The BCSD reserves the right to have a representative on the Premises at any and all times, regardless of the activities conducted thereon, at the sole cost of Lessee. Said cost will be identified when agreement is executed.
  - b. **Prohibited Activities.** Lessee shall comply with the BCSD Administrative Regulation OS-29, Use of School Facilities, and the BCSD Rules and Regulations Governing School Facilities. Lessee acknowledges it has read each and a copy of each are attached hereto.
  - c. **Concession Sales.** All concession sales to be conducted on the Premises shall be approved in advance by the BCSD.
9. **Violation of Terms.** The BCSD reserves the right to terminate this Agreement if, in its sole discretion, Lessee is in violation of any of the terms herein. Upon such termination, Lessee shall immediately cease its activities and remove itself, equipment and all invitees from the Premises. Termination hereunder shall not relieve the Lessee from any fees, charges or responsibilities hereunder for the condition of the premises.

Base Usage	_____
HVAC	_____
Custodial	_____
Other	_____
Total	_____

BEAUFORT COUNTY SCHOOL DISTRICT  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Witness: \_\_\_\_\_

LESSEE: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Witness: \_\_\_\_\_

## **RULES AND REGULATIONS GOVERNING USE OF SCHOOL FACILITIES**

**Responsibility for care, custody and control of school facilities.** The user shall be responsible for any damage to BCSD and/or school property other than normal wear and tear while the facility is under the user's care, custody and control. The following rules shall be followed:

1. The user shall not drive nails, tacks, or screws into the floors, walls, ceiling, desks or any other school property.
2. The user shall not paint, wallpaper, mark, or deface any school property.
3. The user shall not wire or connect electrical equipment such as stage lighting or sound equipment or adjust the heat or air conditioning controls, unless specifically approved in advance by the appropriate school official.
4. The user shall wear appropriate athletic shoes where using gymnasiums or tennis courts for athletic or recreational purposes. School equipment within the gymnasium not directly related to the activity at hand cannot be used without the express permission of the principal.
5. The user shall remove its property such as decorations, theater props, and equipment from school premises and return all school property, such as chairs, tables, equipment, etc. to their proper locations promptly after the completion of the use.
6. The user shall leave the school premises promptly when its leased term has expired.
7. The user shall leave the school premises, including parking lots, in a secure, clean, neat and orderly manner.
8. The user shall become familiar with and shall comply with the fire codes of the city and county as appropriate to the location of the facility.
9. The user shall protect all floors when moving furniture and/or equipment.

**Responsibility for Implementation of ADA.** As a general rule, no individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the use of school facilities as provided by the ADA and its implementing regulations.

1. Each user of school facilities has a duty to operate its service, program or activity so that it is readily accessible to persons with disabilities, except as authorized by the ADA.
2. Each user shall be required to have a plan for providing access to its service, program or activity by persons with disabilities which shall include, but is not necessarily limited to, the procedures for overcoming architectural barriers and procedures for communicating with visually and hearing impaired individuals.

**Prohibited Conduct:**

1. The possession, use or sale of beer, wine, alcohol or controlled substances (unless authorized by a doctor's prescription);
2. Raffles conducted in contravention of SC Code Ann. § 33-57-100, *et seq.* and illegal gambling pursuant to SC Code Ann. § 16-19-10, *et seq.*;
3. The possession of one (1) or more weapons or firearms, or any other illegal device or item, as defined by operative South Carolina law;
4. Tobacco use, in any building, facility, or vehicle owned, leased, rented or chartered by the BCSD or a BCSD school, on any school grounds and property, including athletic fields and parking lots, owned, leased, rented or chartered by the BCSD, or at any school-sponsored or school-related event on-campus or off-campus;
5. Dances, unless sponsored by and under the supervision of a city or county recreation department or a school related organization;
6. Horseback riding and motorcycle (or motorbike) riding unless approved by the Superintendent;
7. Overnight use, unless special permission has been granted by the Superintendent;
8. Private use, including but not limited to weddings, family reunions, and baby/bridal showers. Funerals will be considered on an individual basis subject to the approval of the Superintendent or his/her designee;
9. Vendors without required insurance who contract with a user;
10. The erection and use of bounce houses and similar items;
11. When using fields, any item which penetrates the ground and/or may cause damage to irrigation equipment or sprinkler heads.
12. Any activity which in the opinion of school officials would cause or be substantially likely to cause damage to school property. For example, playing fields should not be used during inclement weather or when their use will render their condition unfit for school purposes; and
13. Any activity which is in violation of the laws of this State or of the federal government.

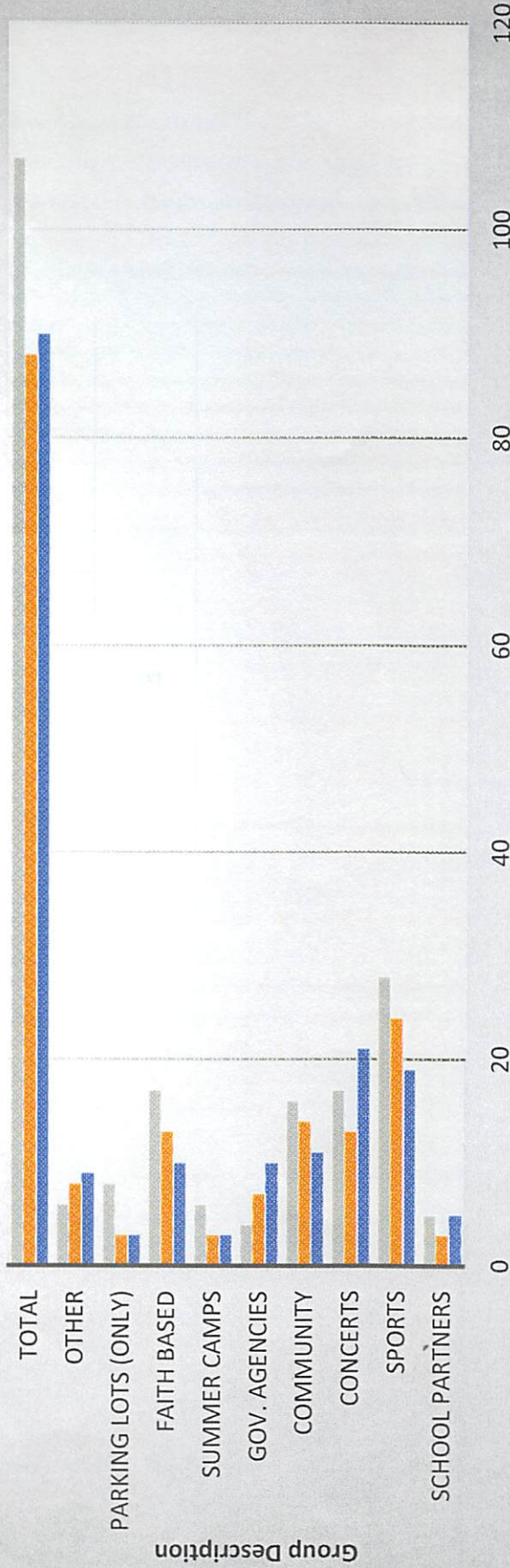
I have received and read a copy of the Beaufort County School District Rules and Regulations governing the use of school facilities

\_\_\_\_\_ Date \_\_\_\_\_

For the Beaufort County School District

\_\_\_\_\_ Date \_\_\_\_\_

# Facilities Use Break Down - # of Groups

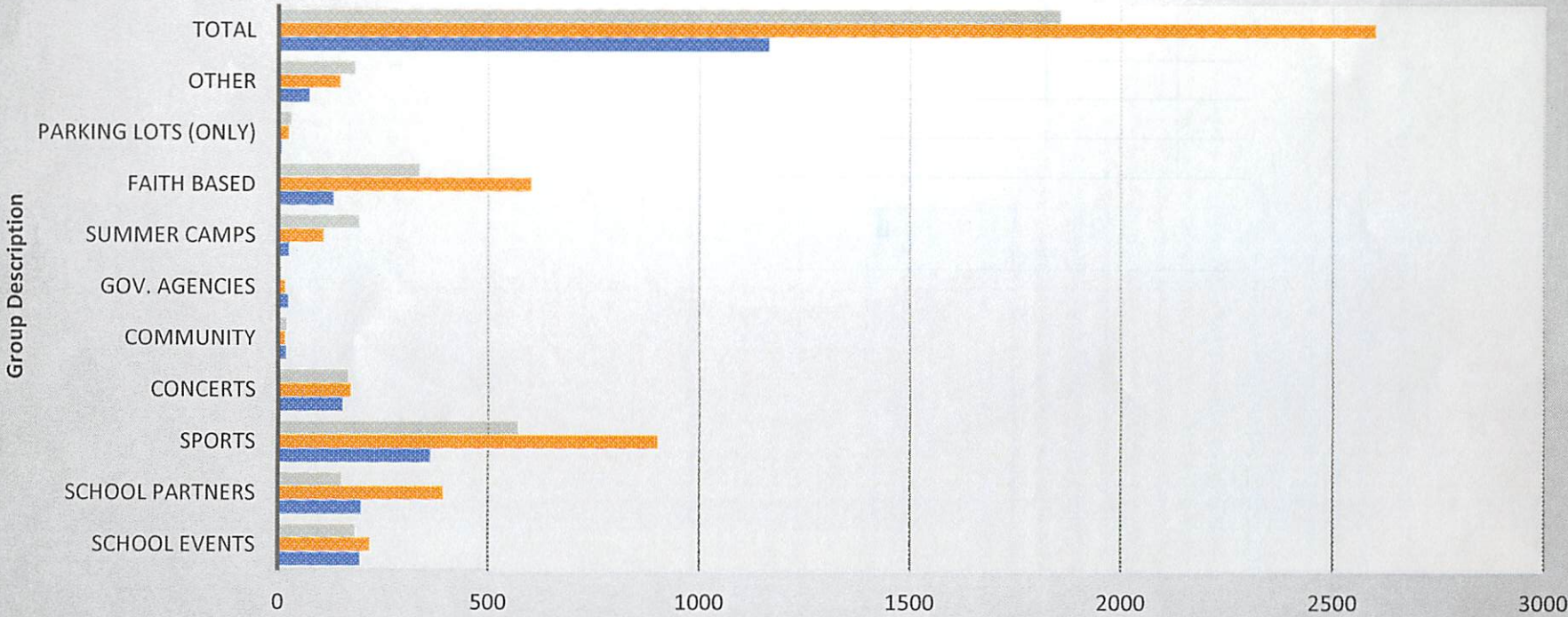


Group Description	School Partners	Sports	Concerts	Community	Gov. Agencies	Summer Camps	Faith Based	Parking lots (only)	Other	Total
2018-2019	5	28	17	16	4	6	17	8	6	107
2017-2018	3	24	13	14	7	3	13	3	8	88
2016-2017	5	19	21	11	10	3	10	3	9	90

■ 2018-2019 ■ 2017-2018 ■ 2016-2017



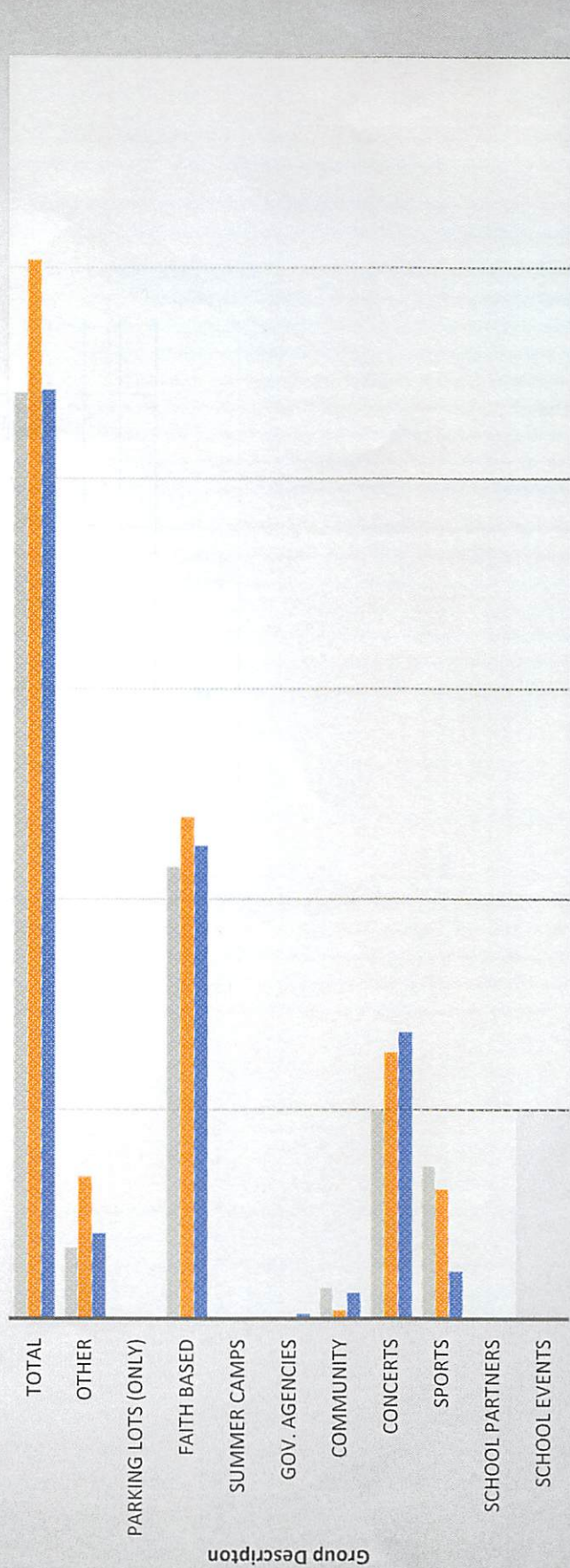
# Facilities Use Break Down - # of Events



	School events	School Partners	Sports	Concerts	Community	Gov. Agencies	Summer Camps	Faith Based	Parking lots (only)	Other	Total
2018-2019	186	153	572	168	22	9	195	337	32	184	1858
2017-2018	221	394	902	174	18	18	110	603	26	148	2602
2016-2017	197	200	364	154	20	25	27	132	8	75	1166

2018-2019 2017-2018 2016-2017

# Facilitie Use Break Down - Revenues



Group Description	School events	School Partners	Sports	Concerts	Community	Gov. Agencies	Summer Camps	Faith Based	Parking lots (only)	Other	Total
TOTAL	\$0.00	\$0.00	\$36,599.08	\$50,302.55	\$7,560.00	\$725.00	\$300.00	\$107,866.70	\$0.00	\$17,051.00	\$220,404.33
OTHER	\$0.00	\$0.00	\$31,111.48	\$63,698.04	\$2,165.00	\$507.50	\$300.00	\$119,625.40	\$0.00	\$34,185.99	\$251,969.91
PARKING LOTS (ONLY)	\$0.00	\$0.00	\$11,394.68	\$68,427.50	\$6,231.00	\$1,255.00	\$360.00	\$112,882.60	\$0.00	\$20,438.00	\$221,027.28
FAITH BASED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUMMER CAMPS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GOV. AGENCIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
COMMUNITY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CONCERTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SPORTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SCHOOL PARTNERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SCHOOL EVENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

■ 2018-2019   
 ■ 2017-2018   
 ■ 2016-2017