

Beaufort County Board of Education  
Beaufort, South Carolina

Performance Expectations Monitoring Report

Date: August 12, 2020

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: 8/10/20

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

Date: 8/10/20

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 Leases 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.
- f. As requested by the Operations Committee, please find attached a copy of the following:
  - a. Short term lease form
  - b. Example long term lease amendment
  - c. Facilities Use Annual Report

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 \_\_\_\_\_ ("Lessee").

For 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 **\$0.00** [and an HVAC fee of **\$25.00/hr**][and a custodial fee of **\$50.00/hr.**][OTHER FEES]. Lessee shall pay a deposit in the amount of **\$0.00** for use of the Premises at time this Agreement is executed. Lessee shall remit the balance prior to scheduled use of the Premises. Lessee's failure to remit the deposit or the balance due shall forfeit Lessee's right to use the Premises and any previously paid amounts to the BCSD.
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  
                                 address  
                                 city and zip  
                                 Telephone:  
                                 Email address: [principal@beaufort.k12.sc.us](mailto:principal@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](mailto: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 Rules and Regulations Governing School Facilities, a copy of which is 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.

Space:	\$ -0-
HVAC:	\$ -0-
Custodial:	\$ -0-
Total:	\$ -0-

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

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

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

BEAUFORT COUNTY SCHOOL DISTRICT

) ADDENDUM NUMBER ONE  
) TO FACILITIES USE AGREEMENT  
) WITH THE *NAME OF CHURCH*  
) FOR SUNDAY CHURCH SERVICES  
) AT *SCHOOL*

This Addendum Number One dated as of this XX<sup>th</sup> day of *Month, Year*, outlines the terms of the agreement in detail. *Name of Church* will use facilities as listed below for Church Services at *School*.

Therefore, the details of the Agreement are outlined and in consideration of the points herein contained and listed below, the parties agree to do the following:

- a. The space to be rented to *Name of Church* consists of the following areas at *School*;
  1. Nursery/PreK area, 792 square feet.
  2. Restrooms, 870 square feet
  3. Multipurpose Room, 7,543 square feet
  4. Media Center, 3,054 square feet
  5. Front Corridor, 1,782 square feet
  6. Rear Corridor, 2,040 square feet
- b. The total square footage to be used is 16,081. The usage rate to be charged is \$.008 per square foot, per hour, which equals \$129.00 per hour. This fee is all inclusive; usage, Custodial and HVAC. The total per Sunday is \$774.00 to be paid monthly, at the first of the month, by the total of Sundays in the month.
- c. The dates and times of use are;
  1. Two 'test' Sundays, August 26 and September 9<sup>th</sup>. These Sundays will be for *Name of Church* staff only (no congregation to be present) to test their set-up procedures. The fee for these two Sundays, only, will be \$500 per Sunday.
  2. The dates for the actual Church Services will run from September 16, 2018 to September 15, 2019.
  3. Any requests for additional dates and times will need to be approved by the *School* Principal, Ms. *Principal* in advance and will be as additional addendums to the original Agreement. The additional fee will be calculated on dates and times of use.
  4. Regular Sunday times will be 7:00 am – 1:00 pm.
- d. *Name of Church* will supply their own stage and will be responsible for installation and take-down every Sunday. *Name of Church* will be responsible for any damage to school property or injury caused by their stage.
- e. *Name of Church* will not store any equipment or materials at the school.
- f. BCSD will provide custodial services through ABM during the rental period. A Custodian will be responsible for opening and closing the building.
- g. Any changes to the *School* building, such as a proposed sound system, must be preapproved by Chief Operations Officer, Robert Oetting.

**STATE OF SOUTH CAROLINA**

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**BEAUFORT COUNTY SCHOOL DISTRICT**

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Page 2 of 2 for Addendum One

The parties hereto have executed this Amendment Number One, on the day and date noted below.

APPROVED:

BEAUFORT COUNTY SCHOOL DISTRICT

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED:

*NAME OF CHURCH*

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Report Period: 7/1/2019-6/30/2020		Nbr of Groups 2019-2020	Short Term	Long Term	Nbr of Events 2019-2020 7/1/19-6/30/2020
<b>Group Description</b>					
<b>School events</b>	all schools and District Office, includes meeting, concerts, town hall mtgs, open houses		320	27	347
<b>School Partners</b>	Booster Clubs, PTO, Class Reunion groups, Island Rec Boys and Girls Clubs	5	5	133	138
<b>Sports</b>	outside sports clubs, Special Olympics non-BCSD schools using gyms	23	12	532	544
<b>Concerts</b>	outside concerts and recitals	12	14	113	127
<b>Community</b>	HOA, Fun Raisers, Scouts, Clubs includes 3 political rallies	11	16	306	322
<b>Government Agencies</b>	City of Bft, Bft County agencies, Sheriff's Office, SC DOT SC Dept of Ed, Town of HH, DHEC	7	8	0	8
<b>Summer Camps</b>	PALS, YMCA, Beaufort County	4	1	99	100
<b>Faith Based</b>	Churches, banquets, faith based clubs	7	1	144	145
<b>Parking lots (only)</b>	Heritage, Concours, Town Parades	5	6	20	26
<b>Other</b>	Anything not falling in the above	9	8	81	89
<b>Total</b>		83 *			1846 **

majority Island Rec and BG Clubs  
Fees for Island Rec and BG Clubs are waived  
each day shows as an individual event

each practice/game shows as an  
individual event  
Per policy, when practice fields  
and play fields are used, these are no charge

each rehearsal or performance shows as  
an individual event.

each day of the camp shows as an  
individual event

Last fiscal year we had five Churches holding Sunday services in our schools.  
Each service shows as an individual event (BLMS, BCHS, HEMS, RRA,PVES)

per Policy we do not charge for parking lots  
each individual day shows as an event

Wright Directions, Sugar Tree Farms, Spartina, Delta Signa Theta  
each individual day shows as an event

\*outside groups      \*\*total events, school and outside

Report Period: 7/1/2019-6/30/2020

8/12/2020

School	Number of Groups										Revenue
	Local	Other	Community	Concert	Summer	Faith	Sports	Partner	School/District		
BCHS	1	1	2		19	23	65	40		3	\$27,915.00
BES		2	1							7	0
BHS		1	27	48		1	64			3	\$6,136.10
BMS					8					1	0
BLES						31					\$192.96
BLHS		20	18	4			51			3	\$17,565.51
BLMS						22	15			32	\$7,708.70
BRES						30		18			\$560.52
CES			1		19		8			2	\$1,556.08
DESC			12							3	\$0.00
HEMS			2			24					\$11,006.04
HHHS		72	5	74		1	5	96		63	\$31,661.98
HHIES						31					\$1,047.75
HHISC			2							11	\$0.00
HHIMS							52				\$0.00
LIES						30				4	\$718.58
LIMS					19		68				\$740.20
MRHS		2	1				62			8	\$4,101.18
MRES			5			30	2				\$301.92
OES			4		19	30					\$423.72
PRES		1	2		23					1	\$700.00
PVES			2			41	1			1	\$17,116.34
RCES			2								\$0.00
RRA			2			65	41			1	\$56,193.06
RSIA										1	\$267.03
JSES						30		19		3	\$588.64
SHES		1	1			31				2	\$874.56
WBECHS		2	4				56			140	\$1,060.00
WBES						30				2	\$284.05
WBMS		3	1								\$0.00
<b>Total</b>	<b>1</b>	<b>105</b>	<b>94</b>	<b>126</b>	<b>107</b>	<b>450</b>	<b>490</b>	<b>173</b>	<b>291</b>		<b>\$188,719.92</b>