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## **17.0 Facility Use Policy**

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#### **17.1 Facility Use Policy**

A. The Watershed Public Charter School Board recognizes that the school facility is an essential component of the community and encourages the use of school facilities for school community purposes. The use of school facilities for cultural, civic, educational, recreational and charitable purposes is a long-standing practice. However, the Watershed campus is a shared and rented space, so third party use must be carefully considered by both the school and its landlord. No third party use shall interfere with the efficient administration of the educational program or may reasonably be anticipated to cause damage to school facilities. The facility comprises the school building, outdoor classrooms and tents, the full grounds, stream and gardens in whole or in part and herein is referred to as "the facility."

B. Groups or organizations desiring to use school facilities shall complete an Application for Use of School Facilities form.

C. The Board grants to the Principal the authority to approve, reject or revoke any Application for Use of School Facilities if:

1. It is deemed that the school facilities are overused or under construction;
2. The activity or event may adversely impact the current or future use of the school facilities;
3. The proposed activity interferes with scheduled renovation projects;
4. The school facilities are required for school activities or educational purposes; or
5. The group or organization using the school facilities violates any Board policy or any rules and regulations concerning the use of school facilities.

D. If a scheduling conflict results/exists between applicants or users, an application for use of school facilities and/or grounds will be evaluated based on the following criteria in the following priority order:

1. WPCS programs or activities.
2. Landlord programs or activities
3. Aftercare programs or activities
4. WPCS parent-teacher organization (PTO) business meetings, educational programs and other PTO sponsored activities or events.
5. Activities or events sponsored by federal, state and local governmental entities.
6. Activities or events sponsored by other community groups.

## **CONDITIONS OF USE**

A. Groups and organizations must comply with all WPCS and all applicable BCPS policies, rules and regulations when using school buildings and/or grounds. Failure to ensure compliance by all participants and attendees in the activity may result in immediate denial of an application or revocation of an approved application. The individual submitting the application must be 18 years of age or older.

B. The following activities are not permitted:

1. The use, sale, manufacture, distribution, dispensation or possession of alcohol in any quantity.
2. The use, sale, manufacture, distribution, dispensation, or possession of any controlled substance in any quantity.
3. The use, sale or possession of a firearm, knife, or deadly weapon of any kind.
4. The use or sale of tobacco products and tobacco-related devices, imitation tobacco products, lighters.
5. The use of obscene and/or abusive language.
6. Raffles, quarter auctions and all other games of chance (for bingo, see Section IV(D) of this policy).
7. Any activity or event likely to provoke or add to a public disturbance.
8. Any activity or event determined to expose the WPCS Board, its property, staff, students or individuals/businesses with whom the school system has a relationship to risk of damage, loss and/or bodily harm.
9. Any activity or event involving animals for entertainment, recreation or training. This prohibition does not apply to a service animal that must accompany an individual with a disability pursuant to the Americans with Disabilities Act. Animals being used for educational purposes will be permitted with proof of applicable insurance certificate.
10. Temporary or permanent alterations or changes to the physical structure of Board buildings and grounds.
11. Posting of political signs, circulars or petitions involving local, state and/or federal elections and the use of school or office resources for this purpose.

12. Other activities prohibited by WPCS or BCPS Board policy, Superintendent's rule or school system procedure.

#### C. Family Bingo Event

1. An applicant for a family bingo event will obtain a bingo license and all requisite permits from the Baltimore County Department of Permits, Approvals and Inspections, or its successor or other designated county office, and comply with all Baltimore County rules and regulations, except with regard to the award of any cash prizes.
2. An applicant entity and its members must personally manage, operate and conduct all aspects of the family bingo event.
3. No cash prizes will be awarded for bingo; the estimated total cash value for all non-cash prizes awarded shall not be greater than \$1,000.00.

E. An admission or other fee may be charged by the sponsoring entity.

F. The approved application for use of facilities and/or grounds is not subject to transfer, assignment and/or subleasing without the express written permission of WPCS.

G. In the event the applicant allows a third party vendor to sell any items in the facility and/or on its grounds, it is the responsibility of the applicant to ensure that all such vendors have appropriate permits and licenses from the appropriate governmental agency. It is the sole responsibility of the applicant and the user to ensure that, if applicable, appropriate state and local taxes are collected and paid for all sales occurring in Board facilities and/or grounds; and the WPCS Board shall have no liability therefore.

H. Approval of requests for the use of facilities and/or grounds will be dependent upon the following criteria:

1. Availability of space on the dates and during the time requested;
2. Priority of users according to the list above;
3. The proposed activity may not conflict with any maintenance, operations, or construction activities scheduled;
4. The proposed activity's compatibility with the educational space and the designed use and purpose of buildings and grounds;
5. The proposed activity may have no potential for physical degradation of buildings and grounds and no adverse impact on traffic patterns, pedestrian safety and availability of parking;
6. The proposed activity will comply with all occupancy, fire, health, safety and capacity codes, including local, state and federal laws, rules and regulations that govern the proposed activity.
7. Provision of adequate insurance certificate and compliance with all insurance requirements,

8. Review and assessment of proposed activity for potential property damage, loss and/or bodily harm;
9. For indoor activities involving 50 or more people, the applicant will provide documentation of crowd management training in accordance with the State of Maryland FireCode;
10. Review of applicant's provision of an appropriate and adequate plan for facility and/or grounds clean-up and restoration plans for the proposed activity;
11. Proposed activities must be open to all individuals and not discriminate in any way on the basis of age, color, disability, gender, national or ethnic origin, race, religion or sexual orientation.

## **ASSESSMENT OF FEES**

A. A reasonable fee may be assessed by WPCS to the applicant for the use of facilities for the purpose of reimbursing WPCS' expenses sustained for said use. Such fees shall be assessed in accordance with a fee schedule established and maintained by the Board and Principal.

B. Such fees shall be based upon the costs associated with custodial services, food services, utilities, maintenance and similar charges. Current cost for after hours custodial services is \$300 per event.

C. Nothing in this section precludes WPCS in its sole discretion from waiving, reducing or modifying the fees charged.

## **APPROVAL PROCESS**

### **A. School Principal**

1. The principal, or his/her designated administrator, will review the application to determine whether:
  - a. The application is complete;
  - b. The dates of the activity or event do not conflict with the school program;  
and
  - c. Custodial staff is available.
2. No later than twenty (20) calendar days from receipt of the application, the principal will forward his/her recommendation for approval/denial to the WPCS Executive Director.
3. Any application not submitted at least 45 calendar days prior to the date of the event/activity noted on the application form may be denied.

B. The Executive Director will review the application for completeness, including submission by the applicant of the appropriate certificates of insurance, permits and licenses.

1. The application will be deemed to be complete when the application form, along with the required supporting documentation, has been submitted to the Executive Director.

2. The Executive Director shall notify the applicant, in writing, within 30 calendar days from the date the completed application is received whether the application is approved, denied or approved/denied in part.
3. If the application is approved/denied in part, a brief explanation of the reason for denial shall be provided.

### **EMERGENCY CANCELLATION OF APPROVED APPLICATIONS**

A. When the Superintendent has determined a school, schools and/or offices shall be closed, delayed or dismissed early, all use of school facilities and grounds may be affected. Applicants should refer to Superintendent's Rule 6303, Emergency Closures, Delayed Opening and Early Dismissal of Schools and/or Offices to see how the closure, delay or early dismissal will affect his/her approved activity or event.

B. The Superintendent may immediately revoke any use of facilities application issued in accordance with Board Policy 1300 and this rule if the facility or grounds is needed for school use or educational purposes, the activity or event interferes with department of physical facilities projects, or for a violation of operating rules and procedures.

### **LEGAL REFERENCES:**

Annotated Code of Maryland, Education Article, §7-108,  
Use of School Property for Other than School Purposes – In General Annotated Code of Maryland, Education Article, §7-109,  
Use of School Property for Other than School Purposes – Priority for Day Care Program Annotated Code of Maryland, Education Article, §7-110,  
Use of School Property for Other than School Purposes – Charges for Use and Liability for Damages COMAR 13A.02.04,  
Tobacco-free School Environment Authority

## 17.2 Facility Use Form

[Link to form found here](#)

Please complete the appropriate sections. Any incomplete applications will be returned to the applicant.

### **REQUESTS MUST BE SUBMITTED & RECEIVED BY WPCS AT LEAST 45 DAYS PRIOR TO THE EVENT/ACTIVITY**

Applications must be accompanied by a Certificate of Liability Insurance in the amount of \$1,000,000 naming the Watershed Public Charter School Inc. as an additional insured. Please reference Section III. of the attached *Identification and Insurance Requirements* for specific Insurance information

The possession, consumption, distribution or sale of alcohol, illegal drugs and all illegal substances at the school facility is prohibited. The sale or use of tobacco, e-cigarettes or vaping products in any form, is also prohibited in accordance with BCPS Board Policies [5540](#) and [2372](#).

During the COVID-19 Maryland State of Emergency, it is the user's responsibility to follow Baltimore County Public Schools Health & Safety policies concerning social distancing, screening, and the use of masks or cloth face-coverings during your event/activity at all times, and to submit a written plan to WPCS explaining the steps your organization will take to ensure compliance.

## **17.3 Indemnification and Insurance Requirements for the Use of Facility by Organizations**

### **I. Indemnification of WPCS, Inc.**

The sponsoring organization and each individual and/or organization requesting the use of WPCS property, facilities, and/or grounds specifically agrees for themselves, those organizations they represent and/or those entities involved in the use of school facilities and grounds that they individually and jointly shall hereby indemnify, hold harmless and defend the WPCS INC and its elected and appointed officials, consultants, agents and employees for any and all losses, claims, suits, costs, demands, damages, liabilities or expenses (including attorney's fees) that may arise from or be caused in any way by any and all uses, users, use, activities, or occupancy of the facilities, property, and/or grounds owned, and operated or maintained by WPCS Inc.

### **II. Damage to Property of the Applicant and its Invitees**

The Applicant and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to property of the Applicant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of Watershed Public Charter School.

### **III. Standard Insurance Requirements**

Unless these insurance requirements are waived by the WPCS Board, the sponsoring organization and/or the individuals involved in this application for use of Board of Education of Baltimore County property, facilities, and/or grounds shall provide proof of adequate insurance coverage (see below for current description of adequate insurance). The failure to provide proof of adequate insurance coverage at least ten (10) days prior to the use or occupancy shall be grounds for immediate termination of any right or privilege to use the WPCS property, facilities, and/or grounds. The sponsoring organizations and the individuals making the application for this use of facilities specifically agree to reimburse WPCS Inc. for any and all repairs that become necessary as a result of this use of facilities. Watershed Public Charter Schools Inc. and its elected and appointed officials, officers, agents, employees and authorized volunteers shall be named as additional insureds on the Applicant's commercial general liability insurance policy as respects Applicant's use or occupancy of the premises.

*Special Note: Certificate of Liability must be received within ten (10) days of the event if not attached to the application.*

#### Insurer Financial Rating

All insurance coverages required of the Applicant must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have

a policyholder's rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

#### General Liability Insurance

The Applicant shall purchase and maintain throughout the term of this agreement or its use of occupancy of Member premises commercial general liability insurance or its equivalent with minimum limits of:

\$1,000,000 each occurrence;  
\$1,000,000 personal and advertising injury;  
\$2,000,000 general aggregate; and  
\$1,000,000 products/completed operations aggregate.

This commercial general liability insurance or its equivalent shall include coverage for all the following:

1. Liability arising from premises and operations;
2. Liability arising from products and completed operations;
3. Contractual liability including protection for the Applicant from bodily injury and property damage claims arising out of liability assumed under this agreement;
4. Liability arising from the explosion, collapse, or underground (XCU) hazards;
5. Liability arising from athletic or sports participation; and
6. Liability arising from bodily injury to spectators.
7. Auto Liability Insurance

#### Use of Facilities by Organizations

If the Applicant has any owned autos, the Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of WPCS' premises business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for liability arising out of the ownership, maintenance or use of any auto and for automobile contractual liability.

#### Workers Compensation Insurance

If the Applicant has any employees, the Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of WPCS' premises, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage, and employers liability insurance or its equivalent with minimum limits of:

\$100,000 each accident for bodily injury by accident  
\$100,000 each employee for bodily injury by disease; and  
\$500,000 policy limit for bodily injury by disease.



#### **IV. Additional Insurance Requirements**

Regardless of the activity to occur during the use or occupancy of WPCS' premises, WPCS Inc reserves the right to require additional insurance coverages or limits of insurance from the Applicant depending on its risk management assessment of the activity to occur.

In general, WPCS will not recommend approval for high-risk activities.

Examples include:

Hot air ballooning, aircraft rides, helicopter landings, semi-pro or professional wrestling, bicycle racing, boating, bungee jumping, and bungee runs, climbing walls, contact karate, dunk tanks, hayrides, horse riding, ice skating, limo rides, live animal acts, mechanical amusement devices, moon bounces, inflatable rides or games, motorcycling or use of all terrain vehicles (four-wheeling), mud wrestling, ocean sports, pool parties, banquets, rock climbing, concerts, rodeo or roping events, rollerblading, ROPES or adventure courses, skateboarding, skydiving, snowboarding, tobogganing, tractor-trailer rides, trampolines, Velcro walls, water games.

If any of these activities are planned, WPCS, Inc. must be notified.

Fireworks and other incendiary devices are strictly prohibited. For theatrical or dance shows; carnivals or fairs, athletic leagues or sports camps, use of facilities by groups or organizations for clearly commercial purposes (e.g. training seminars for employees or customers); use of facilities for other unusual or especially hazardous activities, the Applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of WPCS' premises umbrella excess liability or excess liability insurance or its equivalent within limits of:

(\$2,000,000) per occurrence;

(\$2,000,000) aggregate for other than products/completed operations and auto liability; and

(\$2,000,000) products/completed operations aggregate and including all of the following coverages on the applicable schedule of underlying insurance:

1. Commercial general liability;
2. Business auto liability; and
3. Employee liability.

#### **V. Waiver of Subrogation**

To the fullest extent permitted by law, the Applicant and its employees, officials, volunteers, agents and representatives waive any right of recovery against WPCS, Inc. and their elected and appointed officials, officers, volunteers, consultants, agents and employees for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the Applicant's use or occupancy of the premises of the Member or arising out of Applicant's operations on, at or adjacent to any loss or damage, including the negligence of WPCS, Inc. and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Applicant shall advise its insurers of the foregoing and such waiver shall be provided under the Applicant's workers compensation insurance policy, if any.