



GUIDELINES FOR:

SCHOOL SUPPORT ORGANIZATIONS

FACILITY USE

SPECIAL EVENTS

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SCHOOL SUPPORT ORGANIZATIONS

I. Introduction

- (1) School Support Organizations (SSO) are privately-controlled organizations of volunteer parents who support individual schools, such as booster clubs, parent teacher organizations or associations. SSOs are not authorized to act on behalf of the School Board but rather its purpose is to raise funds for the school it supports and provide and coordinate volunteer opportunities for parents.
- (2) The School Board authorizes principals to grant written permission to their schools SSOs to use the name, logo, mascot or trademark of their school as part of the SSO's name or in its fundraising or other activities. The principal will give written permission prior to the beginning of each school year and maintain a list of authorized SSOs. To assure proper accounting of funds and to protect volunteers in the SSO, a SSO agrees to comply with these guidelines, applicable law, applicable School Board policies, and directives from the principal of the school it serves or the Superintendent.

II. Statement of Purpose

- (1) Each SSO must submit a written statement of purpose to be maintained on file with the school principal.

III. Organizational Requirements

- (1) All SSOs must be incorporated as a not-for-profit corporation under Florida law.
- (2) Each SSO must maintain a set of bylaws on file with the school principal and shall promptly submit to the principal a copy of any amendment.
- (3) Each SSO must ensure that individuals with disabilities have equal access to participate (i.e. ensures that facilities are accessible and personnel are available to provide necessary assistance due to communication needs). Sponsor may contact the ESE department to discuss accommodations requested by individuals with disabilities who wish to participate.
- (4) The SSO shall secure its own Federal ID Number. The SSO will not use the School Board's tax identification number (FEIN). The SSO must also hold 501(c) (3) status with the IRS and submit to the principal written confirmation of such status.
- (5) The SSO will be responsible for proper payment of sales tax or will acquire its own sales tax exemption number. The SSO shall not use the School Board's or the school's sales tax exemption number.
- (6) The SSO will abide by all the laws and rules of the Florida Department of Agriculture and Consumer Services regarding the solicitation of funds.

SCHOOL SUPPORT ORGANIZATIONS - continued

IV. Annual Submittals

- (1) The SSO will provide the principal with a copy of each of the following at the beginning of each school year:
 - (a) Annual budget;
 - (b) List of officers;
 - (c) List of check signers;
 - (d) Annual report from the previous year, using the prescribed annual report form;
 - (e) A copy of the most recent annual corporate report filed with the Florida Department of State;
 - (f) Proof of liability insurance either obtained through PCCPTA/PTSA or secured separately; and
 - (g) Final bank statement (for the period including June 30).
- (2) **UPON SUBMISSIONS TO THE SCHOOL, THE ANNUAL SUBMITTALS AND ANY OTHER RECORDS AND CORRESPONDENCE (INCLUDING EMAIL) FURNISHED TO THE SCHOOL BECOME SCHOOL RECORDS SUBJECT TO THE FLORIDA PUBLIC RECORDS LAW.**

V. Financial Controls

- (1) There will be clear delineation between the school and the SSO with respect to financial controls.
- (2) The SSO shall maintain adequate, auditable records.
- (3) The fiscal reporting period will begin July 1st and end June 30th.
- (4) The SSO will use its own accounting procedures in conformity with the generally accepted cash basis of accounting, which will include the implementation and maintenance of sufficient internal controls to be used in the preparation of all financial statements/reports to ensure they are free from material misstatement, whether due to fraud or error.
- (5) Only elected officers may be authorized to sign checks drawn on the bank account of the SSO.
- (6) Two (2) signatures are required on all SSO checks. Persons authorized to sign may not be related or live in the same household.
- (7) All bank accounts and bank statements will have the school address as the primary address.

SCHOOL SUPPORT ORGANIZATIONS - continued

- (8) Copies of the bank statements and the treasurer's report shall be provided to the principal on a monthly basis. The bank statements must be reviewed by one member of the SSO who is a non-signatory, who shall sign the statements as evidence of their review.
- (9) The SSO will report any allegations of misappropriation or misuse of funds to the principal and the District's Director of Community Relations. The Director of Community Relations and the principal will review financial records to determine if the allegations are supported. If the allegations are supported, they will be reported to law enforcement.

VI. Events

- (1) When an SSO conducts an event on school property, a Facility Use Form must be completed. Additionally,
 - (a) If a facility rental fee is charged, the hosting school will send in the revenue of which 6% will be reserved for the District to compensate facility usage and services.
 - (b) If a facility use rental fee is waived at the discretion of the school Principal, and participants and/or vendors are required to pay for the event, 6% of the gross collected (less sales tax) must be remitted to the District to compensate facility usage and services.
 - (c) If the event requires District staff to work outside of regular school hours, the SSO must pay all applicable salary and benefit costs. These funds will be sent to the District Office for proper budgeting and payment to the employee(s).
- (2) Under School Board Rule 3.15, alcoholic beverages shall not be served or consumed at SSO events held on school property. The rules governing the consumption of alcohol at other SSO events are summarized in the School Board Attorney's memorandum in the Appendix to this Section.
- (3) Each SSO must ensure that individuals with disabilities have equal access to participate in the event (i.e. ensures that facilities are accessible and personnel are available to provide necessary assistance due to communication needs). Sponsor may contact the ESE department to discuss accommodations requested by individuals with disabilities who wish to participate.

SCHOOL SUPPORT ORGANIZATIONS - continued

VII. Miscellaneous

- (1) The SSO cannot obligate or incur debt, either directly or indirectly, in the name of the school, School Board, or District.
- (2) At any time the School District is engaged in a vendor agreement with a beverage provider, the vendor's product must be sold exclusively, as defined in the current agreement.
- (3) The SSO is not a partner or agent of the School Board. The SSO supports the school and the School Board but does not act on their behalf.
- (4) The SSO shall comply with applicable law, school rules and the principal's instructions.

VIII. Volunteer Status

- (1) All officers, board members and members of an SSO must be registered School District volunteers.

IX. Failure to Comply

- (1) The principal or Superintendent may revoke the authorization to use the school's name, logo, mascot or trademark if the principal determines that the SSO has failed to comply with the terms of this policy. The principal will notify the SSO in writing of the reason for the revocation. The SSO may appeal the revocation to the Superintendent or designee whose decision will be final. The appeal must be filed in writing with the Superintendent or designee no later than five business days from the date of the principal's letter.
- (2) In the event the SSO authorization to use the school's name, logo, mascot or trademark is revoked, the SSO will amend its articles of incorporation and bylaws to change its name so as to not indicate any affiliation with the school. Thereafter, the SSO will not use the name, logo, mascot or trademark of the school in any of its fundraising or other activities. The principal will notify the insurance carrier for the SSO of the revocation.

SCHOOL SUPPORT ORGANIZATIONS - continued

X. Insurance

- (1) The SSO will provide a Certificate of Insurance for General Liability naming the School Board as an “Additional Insured”, providing for policy limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

OR

The SSO will annually notify each member of the SSO that the SSO does not have General Liability Insurance.

XI. Exception

- (1) When an organization such as PTA, PTO, Boys Scouts of America, Girl Scouts of America, etc., are part of a national organization, the organization must comply with the requirements set forth in the Facility Use Guidelines agreement.

SCHOOL SUPPORT ORGANIZATIONS

Requirement Check List

- 1) School Support Organization Name _____
- 2) Written Statement of Purpose: ☐
- 3) Current By-Laws: ☐
- 4) Sponsors and Officers:

	NAME	EMAIL ADDRESS
SPONSOR		
PRESIDENT		
VICE PRESIDENT		
SECRETARY		
TREASURER		

- 5) Uniform Business Report: ☐
- 6) FEIN (Tax Identification Number): ☐
- 7) Sales Tax Exemption ☐
- 8) FL Department of Agriculture & Consumer Services ☐
- 9) 501(c)(3) Document ☐
- 10) Insurance Policy/Waiver ☐

I have read the attached guidelines and agree to comply with the guidelines.

President

Date

Principal

Date

SCHOOL SUPPORT ORGANIZATION

ANNUAL REPORT FORM

Fiscal Year _____ School Name _____
Name of Organization _____ Federal Tax ID # _____
Name of President _____ Email Address _____

1) Objectives achieved by Organization:

1. _____
2. _____
3. _____

2) Activities completed by Organization:

1. _____
2. _____
3. _____

3) Bank Account July 1st Beginning Balance (Include All Accounts) _____

4) Total Funds Raised During Fiscal Year _____

5) Expenses (Equipment, materials, services, etc.)

- | | |
|----------|----------|
| 1. _____ | \$ _____ |
| 2. _____ | \$ _____ |
| 3. _____ | \$ _____ |
| 4. _____ | \$ _____ |
| 5. _____ | \$ _____ |

6) Total Expenditures for Fiscal Year _____

7) Bank Account June 30th Ending Balance (Include All Accounts) _____

Completed By _____
Printed Name and Organization Title Signature Date
Email Address _____

President Signature _____ Date _____

ST. JOHNS COUNTY SCHOOL DISTRICT

VOLUNTEER LIABILITY AWARENESS

The School Board of the St. Johns County School District appreciates your organization's involvement with our schools and students. There is concern that officers and members of your organization may incur some liability through their volunteer efforts. The School Board does not cover officers and members with liability insurance. Therefore, we are requiring the Chief Officer of the organization complete the questionnaire below and return it with other required documentation to the school principal.

(Specific Club or Organization Name)

☐

Does have personal liability insurance for its officers and members.

☐

Does not have personal liability insurance for its officers and members.

The above mentioned club or organization has made its officers and members aware of potential liability. (Attach agenda notes or some other verification that members have been notified.)

Name: _____

Club Office Held: _____

Signature: _____

Date: _____

Classes/Club: _____

LEASE AND RENTAL AGREEMENT GUIDELINES

Those who wish to lease or rent school facilities, must follow School Board Policy 9.04 and use the current Rental Fees Schedule posted on InsideSJCSO.

Expectations

- School Board property may be available for use on a single or recurring basis upon approval by the school principal or building administrator when such use is deemed compatible with the purpose of school education and the school district's mission.
- All organizations and entities, with the exception of school-based organizations that maintain their funds in a school's internal account, shall be required to submit a Facility Use Agreement and Certificate of Insurance to the school principal. **School Board and District approval must be obtained prior to use of the school.**
- Those who wish to lease or rent any school board property must adhere to School Board Policy 9.04 and shall use the current Facility Usage Fee Range Schedule posted on InsideSJCSO within the Purchasing Department's page.
- All proceeds from a Facility Use Agreement will be forwarded to the Accounting Department with a new funds form as referenced in the Internal Accounts Handbook. Six percent (6%) of the total proceeds will be paid to the District to offset costs.
- Organizations that do not fit the guidelines of a School-Based Organization, Youth Program, or a School Support Organization can, with principal, superintendent and school board approval, enter into a lease or rental agreement for use of school facilities.

Quick Reference Chart of User Groups and Fees

If your group is...	Your User Group Code is...	You will be responsible for the following costs when using an SJCSD facility:
Non-profit, and the proceeds of this event are to be donated to school or district; a government agency; school-based committees and parent organized and sponsored groups (PTA, SAC, Scouts, 4-H, Boosters) specifically related to individual school.	A	Salary/benefits cost of school staff required to be on duty beyond regular hours.
Government or grant-funded partnerships which provide before or after school tutoring or enrichment programs for SJCSD students.	B	Salary/benefits cost of school staff required to be on duty beyond regular hours.
Non-profit, the proceeds, if any, of this event are to be retained by your group, and students are the main participants in your event.	C	Utility cost and salary/benefits cost of school staff required to be on duty beyond regular hours.
Non-profit, the proceeds, if any, of this event are to be retained by your group, and students are not the main participants in your event.	D	Facility Use Fees, utility cost and salary/benefits cost of school staff required to be on duty beyond regular hours.
Non-profit, the proceeds, if any, of this event are to be retained by your group, and your meetings are scheduled on a regular basis OR a for-profit group.	E	Facility Use Fees, utility cost and salary/benefits costs of school staff required to be on duty beyond regular hours.
SJCSD Employees operating camps and /or requesting use of SJCSD facilities.	F	Facility Use Fees and salary/benefit cost of school staff required to be on duty. A 25 % cost discount will be applied.

NOTE: 6% sales tax is charged on rental, utilities and equipment fees unless an organization provides a valid Florida sales tax exemption number on the Facility Use Agreement and a copy of the Certificate of Exemption.

ST. JOHNS COUNTY SCHOOL DISTRICT FACILITY USE REQUEST FORM

School: _____ Date of Request: _____

Date of event: _____ Beginning/Ending time of event: _____

Name of requesting organization: _____

Organization Representative: _____ Contact Number(s): _____

Organization Mailing Address: _____

City _____ State _____ Zip _____

General Liability Insurance Coverage* (yes) _____ (no) _____

Insurance Company: _____ Policy Number: _____

Type of activity/event: _____

Approximate number of people expected to attend: _____

Type and number of facility/room(s) needed (i.e., classroom, auditorium, etc.): _____

Special needs/requests for event: _____

Minimum Costs/In-Kind agreement associated with this event: _____

I HEREBY CERTIFY that I have received, read, and affirm the attached St. Johns County School Board Rule 9.04 attached hereto as Appendix A. I will be responsible for this activity from beginning arrangements through final cleanup and restoring the facility to its original state.

Signature of Organization Representative

Date

Signature of School Principal

Date

*Please refer to Paragraph 9 of Appendix A (Rule 9.04) for specific insurance requirements.

RELEASE AND INDEMNIFICATION AGREEMENT

In consideration for the use of _____,
provide description of premise/facility name of requesting party
does, for itself, its agents, officers, employees, successors and assigns, hereby release, indemnify, hold harmless, and forever discharge the St. Johns County School Board and the St. Johns County School District (collectively, the "School Board"), its agents, officers, employees, successors and assigns from and against any and all claims, causes of action, demands, damages or losses of any kind, resulting from and imposed upon, incurred by or asserted against the School Board, its agents officers, employees, successors and assigns, arising from or related to services furnished or property used by _____, including claims of negligence, except for cases in which the School Board is name of requesting party found to be solely negligent.

This release covers all claims and damages, whether or not contemplated at the present time.

Dated this ____ day of _____, 20____

By: _____

THE FOREGOING instrument was acknowledged before me this _____ day of _____, 20____ by _____ on behalf of _____ who (_____) is personally known or (_____) has produced _____ Driver's License number _____ as identification.

Notary Public

Name of Notary Typed/Printed/Stamped

Commission Number:

Commission Expires:

-----**DISTRICT USE ONLY**-----

ATTACHED COPY OF INSURANCE CERTIFICATE: (yes)_____ (no)_____ Reviewed_____

ASSIGNED EMPLOYEE: _____

IN-KIND AGREEMENT: _____

RISK MANAGER/DESIGNEE SIGNATURE _____

USE OF FACILITY APPROVED: (yes)_____ (no)_____ DATE: _____

DIRECTOR FOR PURCHASING/DESIGNEE SIGNATURE _____

BY-LAWS SAMPLES - continued

SAMPLE # 3

HIGH SCHOOL BOOSTER CLUB MEMBERSHIP

Membership is available to all athlete's parents of the school, and all other persons interested in the athletic programs at school, regardless of race, creed, or national origin.

Purpose:

To lend moral, physical, and financial support to all athletic programs and events of school.

ARTICLE I – Meetings

Section 1. Regular meetings shall normally be held on the first Monday of the month, unless a scheduling conflict requires rescheduling. A quorum must be present to conduct business. A quorum shall be at least one-half of the Board of Directors.

Section 2. The President may call a special meeting at any time, providing the nature of the called meeting is urgent and sufficient advance notice of the meeting is given.

Section 3. The Executive Committee may meet to take such action or make such decisions of an emergency nature when there is insufficient time to call a special meeting or wait until the next regular meeting. That meeting may take place in person or by telephone or a series of telephone calls. Such a decision or action shall be by a majority vote of the officers available, and shall be limited to matters that result in the obligation of funds of the club in an amount not to exceed \$600. The membership shall be informed of such meetings and any action taken at the next regularly-scheduled meeting.

ARTICLE II – Election of Officers & Appointments

Section 1. The annual election of officers shall be held not later than the first Monday in June for the following school term. The following shall be elected for a one (1) year term:

President; Vice-President; Recording Secretary; Treasurer, Director of Publicity, Director of Membership, Director of Fundraising, Director of Athletic, Department Liaison, and three Directors at Large. The President, Vice-President, Recording Secretary and Treasurer shall be known as the Executive Committee; the Executive Committee and the Directors shall be known as the Board. The President shall also appoint chairpersons for the appropriate committees which are necessary to conduct the affairs of the Booster Club.

Section 2. At least one month prior to the annual election, at a regular meeting, a committee to nominate members for the above offices for the following school term shall be elected.

Section 3. The elected officers and Directors shall take office on the first day of July after the election.

BY-LAWS SAMPLES - continued

SAMPLE # 3: HIGH SCHOOL BOOSTER CLUB MEMBERSHIP - continued

ARTICLE III – Duties of Officers, Directors and Chairmen

Section 1. President

The duties shall be to preside over regular meetings, to make whatever appointments necessary in the interest of Club affairs, and to cast the deciding vote in case of a tie.

Section 2. Vice-President

The duties of this office shall be to assist the President whenever possible, assume the duties of the President in his/her absence, and become President in case of resignation or other reasons for resident leaving office permanently. Normally, this officer shall also be the President-elect, assuming the office of the President when the term(s) of the President end.

Section 3. Recording Secretary

The duties shall be to keep accurate minutes of all meetings, compose all necessary correspondence, keep a register of members and their eligibility to vote, and keep all records not specifically assigned to other officers.

Section 4. Treasurer

The duties shall be the responsibility for all funds of the Club, keeping accurate records of receipts and disbursements, and presenting a full report of same at each meeting. The Treasurer shall hold open the books for inspection by the Club or committee appointed to inspect same. He/ She shall keep Club funds in a local recognized financial institution. He/ She shall provide change for all functions the Club participates in.

Section 5. Director of Publicity

The duties include preparation of a quarterly newsletter, submission of information to the media as necessary, and assistance with other publicity as necessary.

Section 6. Director of Membership

The duties include distribution of materials concerning membership, registration of members annually and maintenance of a register of members and their eligibility to vote.

Section 7. Director of Fundraising

The duties include reviewing fund-raising activities of the Club, assisting the President in obtaining members to chair various fund-raising activities, and recommending changes in activities.

Section 8. Director of Athletic Department Liaison

The duties include assisting in providing Club information to teams and coaches, providing information from teams and coaches to the Club, and assisting the Athletic Director in preparing and reviewing request to the Club for funds.

BY-LAWS SAMPLES - continued

SAMPLE # 3: HIGH SCHOOL BOOSTER CLUB MEMBERSHIP - continued

Section 9. Director At Large (3)

The duties of the three Directors At Large will be those assigned by the President.

Section 10. Immediate Past President

The duties include providing advice to the President and Board as needed. The position is a non-voting advisory position. This officer may also hold another position on the Board.

ARTICLE IV – DUES

Dues shall be set at an amount established by the Board of Directors, per family membership for the year.

ARTICLE V – BYLAWS

These Bylaws shall not be amended, suspended, or changed without a quorum present after thirty days (30) of published notice of such intent.

ARTICLE VI – ELIGIBILITY TO HOLD OFFICE

No member shall be nominated to run for an office unless he/she is a paid member and present to signify acceptance thereof. If unable to attend he/she may authorize a person to accept on his/her behalf.

ARTICLE VII – DISPOSITION OF ASSETS

The officers of the _____ School Sports Club (known as the Booster Club) are directed, in case of dissolution of the organization, to assign all assets of the organization to the Athletic fund of the same school, to be administered as needed in the athletic programs.

ARTICLE VIII – NON-PROFIT STATUS

The _____ Booster Club is a non-profit organization. Any funds received by the organization for carrying out its purpose shall not accrue to the benefit of individual members.

ARTICLE IX – OBLIGATION OF FUNDS/DECISIONS OF CLUB

All obligations of the Club and decisions pertaining to the operation and function of the _____ Booster Club must be presented at an official meeting of the Club in the form of a motion carried by the majority vote of the Board present, unless of an emergency nature and approved pursuant to Article 1, Section 3.

BY-LAWS SAMPLES - continued

SAMPLE # 3: HIGH SCHOOL BOOSTER CLUB MEMBERSHIP - continued

ARTICLE X – GOVERNING AUTHORITY

The final governing authority for this organization shall be Roberts Rules of Order (revised).

ARTICLE XI

On the first Monday in June, after the annual election of officers and director, the officers who shall serve on the Board of Directors shall be elected and qualified by the present Board of Directors. Article VI of the Articles of Incorporation shall be amended to reflect any changes.

SPECIAL EVENT REQUEST FORM GENERAL INFORMATION

Throughout the year, non-school sponsored special events may be organized on District grounds for fundraising or other functions pre-approved by the District. This should provide your PTA, PTO, or PTSO with the information needed to submit a Special Event Request Form. Special Events would be limited to one-time or annual events.

The sponsoring organization must first coordinate the event with school Principal or his/her designee. The organization must confirm with the school that the date, location and appropriate personnel (if necessary) are available.

1. Special Event Request Forms must be completed and submitted to the school, signed by the Principal, and then forwarded to the Risk Management department for review by the District at least fourteen (14) days prior to the event. The sponsoring organization must include a Certificate of Insurance meeting the requirements listed on the Special Event Request Form. Special Event Requests may be accepted/rejected at the sole discretion of the District.
2. If the sponsoring organization intends to use the services of an outside vendor, the outside vendors must be listed on the Special Event Request Form. Additional requirements will apply. All outside vendors must:
 - Complete and sign the required Special Event Outside Vendor Form, including the release and indemnification
 - Provide a Certificate of Insurance meeting the requirements listed on the Special Event Outside Vendor Form. The St. Johns County School Board shall be listed as an additional insured
 - Provide a current Business Tax Receipt issued by St. Johns County
 - If applicable, provide licensure from the Department of Business and Professional Regulation, Department of Agriculture and Consumer Services, Department of Health, or other agency
3. Employees or agents of all outside vendors listed on the Special Event Request Form must be fingerprinted and cleared by the District prior to the event. Upon clearance, a badge will be issued. The badge must be worn throughout the special event. For more information on the fingerprinting and clearance process please visit the following link: <http://www.stjohns.k12.fl.us/screening/process/>

Sponsoring Organization Submittal Checklist (additional information may be required)	
<input type="checkbox"/> Completed Special Event Request Form	<input type="checkbox"/> Certificate of Insurance from Sponsoring Organization listing St. Johns County School Board as additional insured
When Sponsoring Organization is Utilizing Service of an Outside Vendor	
<input type="checkbox"/> Special Event Outside Vendor Form <input type="checkbox"/> Outside Vendor Business Tax Receipt <input type="checkbox"/> Outside Vendor Applicable Licensure	<input type="checkbox"/> Certificate of Insurance from Outside Vendor listing St. Johns County School Board as additional insured <ul style="list-style-type: none"> ▪ Commercial General Liability with a minimum of \$1,000,000 per occurrence ▪ Automobile Liability Insurance with a minimum of \$1,000,000 per occurrence ▪ Workers Compensation Insurance showing, at a minimum, the statutory limit required

ST. JOHNS COUNTY SCHOOL DISTRICT SPECIAL EVENT REQUEST FORM

School: _____ Date of Request: _____

Date of Event: _____ Start Time of Event: _____ End Time of Event: _____

Name of Sponsoring Organization: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Representative: _____

Phone Number: _____ Email Address: _____

General Liability Coverage*: Yes _____ No _____

Insurance Company: _____ Policy Number: _____

Description of Event (attach additional page(s) with full description): _____

Requesting Goods/Services of Outside Vendors? Yes _____ No _____ (if Yes, additional information required)

Approximate Number of People Expected to Attend: _____

Type and Number of Facility/Room(s) Needed (i.e., classroom, auditorium, etc.): _____

Special Needs for Event: _____

Minimum Costs/In-Kind agreement associated with this event: _____

I HEREBY CERTIFY that I have received, read, and affirm the attached St. Johns County School Board Rule 9.04 attached hereto as Appendix A. I will be responsible for this activity from beginning arrangements through final cleanup and restoring the facility to its original state.

Signature of Sponsoring Organization Representative

Date

Signature of School Principal

Date

*Please refer to Appendix A (St. Johns County School Board Rule 9.04) for specific insurance requirements.

RELEASE AND INDEMNIFICATION AGREEMENT

In consideration for the use of _____, _____
_____ **provide description of premise/facility** _____ **name of requesting party**
does, for itself, its agents, officers, employees, successors and assigns, hereby release, indemnify, hold harmless, and forever discharge the St. Johns County School Board and the St. Johns County School District (collectively, the "School Board"), its agents, officers, employees, successors and assigns from and against any and all claims, causes of action, demands, damages or losses of any kind, resulting from and imposed upon, incurred by or asserted against the School Board, its agents officers, employees, successors and assigns, arising from or related to services furnished or property used by _____, including claims of negligence.

name of requesting party

This release covers all claims and damages, whether or not contemplated at the present time.

Dated this ____ day of _____, 20____

By: _____

THE FOREGOING instrument was acknowledged before me this _____ day of _____, 20____, by _____ on behalf of _____ who (_____) is personally known or (_____) has produced _____

Driver's License number _____ as identification.

Notary Public

Name of Notary Typed/Printed/Stamped

Commission Number:

Commission Expires:

List All Outside Vendors and the Goods/Services Provided. Special Event Outside Vendor Forms and required documentation must be included in the submittal.

1. Vendor Name: _____ Food Vendor: Yes_____ No _____

Good/Service: _____

2. Vendor Name: _____ Food Vendor: Yes_____ No _____

Good/Service: _____

3. Vendor Name: _____ Food Vendor: Yes_____ No _____

Good/Service: _____

4. Vendor Name: _____ Food Vendor: Yes_____ No _____

Good/Service: _____

5. Vendor Name: _____ Food Vendor: Yes_____ No _____

Good/Service: _____

6. Vendor Name: _____ Food Vendor: Yes_____ No _____

Good/Service: _____

The following documents must be submitted by the Sponsoring Organization with the Special Event Request Form for each outside vendor:

1. Certificate of Insurance.
 - a. Commercial General Liability. The certificate shall include General Liability with a minimum of \$1,000,000 per occurrence. The St. Johns County School Board shall be listed as a certificate holder and as an additional insured.
 - b. Automobile Liability. The certificate shall include Motor Vehicle Liability for all vendors bringing vehicles onto District grounds with a minimum of \$1,000,000 per occurrence.
 - c. Workers Compensation. The certificate shall include at a minimum the statutory amount required.
2. Special Event Outside Vendor Form with Release and Indemnification Agreement.
3. Current Business Tax Receipt for St. Johns County.
4. Applicable Licensure.

If outside vendors are listed on the Special Event Request Form, the sponsoring organization must have a plan in place in the event of equipment failure that covers the removal of all equipment from District property within three (3) hours after the end of the event. The District reserves the right to remove equipment at the expense of the sponsoring organization.

-----SCHOOL USE ONLY-----

-----DISTRICT USE ONLY-----

Sponsoring Organization

Special Event Outside Vendor Form Completed: Yes _____ No _____

Certificate of Insurance: Yes _____ No _____

The St. Johns County School Board must be listed as a certificate holder and as an additional insured.

[illegible]

RISK MANAGER/DESIGNEE SIGNATURE: _____

DATE: _____

DIRECTOR FOR PURCHASING/DESIGNEE SIGNATURE: _____

DATE: _____

CHAPTER 9.00 – SCHOOL-COMMUNITY RELATIONS AND INTERLOCAL AGREEMENTS

COMMUNITY USE OF SCHOOL BOARD PROPERTY

9.04

School Board property, facilities, and equipment are intended primarily for school educational purposes and no other use shall interfere with this purpose. However, the School Board may permit the use of School Board property by community groups. The principal shall be responsible for the safeguarding of such property, that the School Board rules and procedures for the use of the property are followed, and observing fire department regulations.

1. School Board property may be used for the following purposes or by the following groups without charge upon approval of the school principal or administrator in charge pursuant to these provisions:
 - a. Any student or school-related educational purpose necessary or useful for the accomplishment of the full scope of educational instruction;
 - b. National youth groups which operate under a county organization and are properly supervised and sponsored by some educational organization;
 - c. National, State, County and City Emergency Management and natural disaster, including hurricanes, use upon notification of the School Board through the Superintendent's office and the principal of the affected school;
 - d. The Board of County Commissioners for voting places in any primary, regular, or special election upon due notice to the principal who shall make arrangements so that the election will not interfere with the operation of the school; and,
 - e. Any governmental function during out-of-school hours. Any time the school food service kitchens are used, the principal shall see that such use of the facility is supervised or operated by qualified school personnel. No food service supplies or food shall be used.
 - f. County, city, or community-organized recreation groups as requested by the St. Johns County Recreation Department and with the approval of the School Board.
2. School facilities such as auditoriums, cafeterias, classrooms, and stadiums may be made available to organizations which are civic or community connected for specific, temporary, short-term purposes upon payment of the fees established by the School Board, or upon providing in-kind services of a value equal to or exceeding the applicable fee as determined by the principal or administrator in charge of a particular facility, and upon satisfaction of the requirements of this

CHAPTER 9.00 – SCHOOL-COMMUNITY RELATIONS AND INTERLOCAL AGREEMENTS

rule. The school principal or administrator in charge shall be responsible for determining that the facility is under sufficient supervision and that adequate custodial service is provided.

3. School Board property shall not be used for any illegal or immoral purposes. There shall be no possession or consumption of alcoholic beverages on school property, nor shall there be allowed any gambling or any other activity prohibited by Florida Statutes or Florida State Board of Education rules.
 - a. School Board property may not be used when there appears to be a possibility that such use will result in damage to such property beyond normal wear and tear, interference with regular school function, or bodily injury or property damage or to any person or individual.
 - b. Notwithstanding prohibitions stated above, possession and use of alcoholic beverages solely and exclusively for purposes of advanced or adult food preparation classes shall not be considered in violation of this policy.
4. Fees and deposits paid for the use of any School Board facility, buildings, property, or grounds shall be paid in advance in accordance with the rate schedule adopted by the School Board and in effect at the time of such use.
5. At least fourteen (14) days prior to the use of School Board facilities by any party except those under Subsections (1)(a) through (f) herein, the user shall provide a current policy or certification of general liability insurance specifying the School Board as a named insured and having policy limits of at least one million dollars (\$1,000,000.00) for aggregate damages in any one occurrence. The description of operations must state that the certificate holder (the school board with address) is a named insured and should identify the host school and the date(s) and a description of the activity/event.
6. Athletic fields which are constructed and maintained for the use of public schools may be used by other agencies and organizations listed in Subsections (1)(a) through (f) herein provided such agencies share in the maintenance of the field. All other users shall pay the established rental charges as established in the schedule adopted by the School Board. Any stadium tax charged on tickets shall be paid into the stadium fund for renovation and / or future expansion.
7. The Superintendent shall prepare procedures to implement this rule.

**CHAPTER 9.00 – SCHOOL-COMMUNITY RELATIONS
AND INTERLOCAL AGREEMENTS**

STATUTORY AUTHORITY:

1001.41, F.S.

LAWS IMPLEMENTED:

**106.15; 1001.42; 1001.51; 1001.33; 1013.10;
509.032; 509.232, F.S.**

HISTORY:

ADOPTED: 08/18/98

**REVISED: 07/07/09
03/08/05**

SPECIAL EVENT OUTSIDE VENDOR FORM

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Location of Event: _____ Date and Time of Event: _____

Give a Description of Your Operation and the Goods/Services Provided: _____

Will Your Company Be Providing Food? _____ Yes _____ No (additional requirements apply when serving food)

List and Attach All Applicable Licensure: _____

Signature of Owner or Authorized Officer/Agent: _____

By my signature I agree to abide by all conditions of the Outside Vendor Requirements, and certify that I am authorized to sign this document.

RELEASE AND INDEMNIFICATION AGREEMENT

In consideration for the use of _____,
(provide description of premise/facility) (name of requesting party)

does, for itself, its agents, officers, employees, successors and assigns, hereby release, indemnify, hold harmless, and forever discharge the St. Johns County School Board and the St. Johns County School District (collectively, the "School Board"), its agents, officers, employees, successors and assigns from and against any and all claims, causes of action, demands, damages or losses of any kind, resulting from and imposed upon, incurred by or asserted against the School Board, its agents officers, employees, successors and assigns, arising from or related to services furnished or property used by _____.

(name of requesting party)

including claims of negligence. This release covers all claims and damages, whether or not contemplated at the present time.

Dated this _____ day of _____, 20____

By: _____

THE FOREGOING instrument was acknowledged before me this _____ day of _____, 20____ by _____ on behalf who

(_____) is personally known or (_____) has produced _____

Drivers License Number _____ as Identification.

Notary Public

Name of Notary Typed/Printed/Stamped

Commission Number:

Commission Expires:

	<u>OUTSIDE VENDOR REQUIREMENTS</u>
1.	<u>No Alcohol:</u> Alcohol may not be sold, consumed, or marketed in any way while on District grounds.
2.	<u>Glass Units:</u> Selling or distributing of glass units is prohibited.
3.	<u>Fingerprinting and Clearance:</u> Employees or agents of Outside Vendor on site for a special event must be fingerprinted and cleared by the St. Johns County School District. Once cleared, the District will issue a badge. For additional information you may visit the District website at http://www.stjohns.k12.fl.us/screening/process/
4.	<u>Florida Administrative Codes and Florida Statutes:</u> Outside Vendor shall be in compliance with all applicable Florida Administrative Codes and Florida Statutes.
5.	<u>Licensure and Permits:</u> Outside Vendor shall obtain, possess and submit all licenses and permits required for its operation under Federal, Florida and local laws. The following must be submitted: <ul style="list-style-type: none"> <input type="checkbox"/> A current Business Tax Receipt allowing Outside Vendor to conduct business in St. Johns County <input type="checkbox"/> All applicable licensure and permits (Department of Business and Professional Regulation, Department of Agriculture and Consumer Services, Department of Health or other)
6.	<u>Local Rules, Regulations and Laws:</u> Outside Vendor shall be in compliance with all applicable School Board Rules, local laws and regulations.
7.	<u>Fire Codes:</u> Outside Vendor shall be in compliance with all applicable Florida Fire Prevention Codes and all applicable National Fire Protection Association Codes and Standards.
8.	<u>Health and Other Applicable Codes:</u> Outside Vendor shall be in compliance with all Health Codes, and other applicable regulatory codes.
9.	<u>Commercial General Liability:</u> A certificate of insurance with a minimum of \$1,000,000 per occurrence. The St. Johns County School Board shall be listed as a certificate holder and as an additional insured.
10.	<u>Automobile Liability:</u> A certificate of insurance with a minimum Motor Vehicle Liability of \$1,000,000.
11.	<u>Workers Compensation Insurance:</u> A certificate of insurance for Workers Compensation which shall include, at a minimum, the statutory limit required.
12.	<u>Special Event Outside Vendor Form and Release and Indemnification Agreement:</u> Special Event Outside Vendor Form must be completed and signed. Release and Indemnification must be completed and notarized.
13.	<u>Parking:</u> Outside Vendor shall not interfere with required handicap parking, parking (staff/visitor/student), loading and unloading spaces, or the vehicular access to those spaces required for the operation of the school.
14.	<u>Landscaping and Storm Water Systems:</u> Outside Vendor shall not block, damage or interfere with landscaping, buffers or storm water drainage systems on the school property.
15.	<u>Fire Lanes:</u> Outside Vendor shall not interfere with or block fire lanes on the school property.
16.	<u>Arrival Time:</u> Unless instructed otherwise, Outside Vendor unit must arrive and be set up at least thirty (30) minutes prior to the event start time.
	<u>ADDITIONAL REQUIREMENTS FOR OUTSIDE VENDORS SELLING FOOD</u>
17.	<u>Electrical and/or Plumbing Equipment:</u> All connections and installations are code compliant.
18.	<u>Vehicle Registration/Tag:</u> Food Trucks and/or trailers must have current vehicle registration and tag.
19.	<u>Placement of Food Trucks:</u> Food Trucks shall be placed in location noted by authorized District representative. Must be located on asphalt or concrete surface to prevent the leaking of fluids from burning or contaminating the ground. Not on basketball courts, tennis courts or track fields.
20.	<u>Breakdown of Equipment:</u> Outside Vendor must have a plan in place in the event of equipment failure that covers the removal of all equipment from District property within three (3) hours from the end of the event. Outside Vendor units shall not remain on District grounds overnight or when not in use for Special Event.
21.	<u>Discharging of Fat, Oil, Grease or Waste:</u> Outside Vendor shall be prohibited from discharging fat, oil, grease or waste water into the school's sanitary sewer system. Waste shall be properly stored and disposed of at a properly designated location – not the school site.
22.	<u>Signage:</u> All menus and signage shall be fully affixed to the outside food vendor unit. Detached signs shall not be permitted.

UPCHURCH, BAILEY AND UPCHURCH, P.A.

MEMORANDUM

From: Frank D. Upchurch III, School Board Attorney

Subject: Guidance on Service of Alcoholic Beverages at SSO Functions

Date: February 20, 2017

1) School District Property and Events. Under School Board Rule 3.15, alcoholic beverages are not allowed on School District property or School District sponsored events.

2) Booster Club, PTO or SSO Sponsored Activities. In my opinion, the first sentence of Rule 3.15 prohibiting possession of alcohol at School District sponsored activities does not apply to booster club, PTO or SSO activities. Although SSOs are affiliated with the School District and subject to its control, they are legally distinct organizations. Paragraphs 3 - 5 below address SSO events and activities.

3) SSO Sponsored Activities on Private Property. Booster clubs and PTOs may sponsor fundraisers and other activities at restaurants, private clubs and other non-School District venues. At those events, Rule 3.15(4) applies, specifying that alcohol “shall not be provided by the sponsor,” either “as part of the price of admission” or by means of a “cash bar.” Accordingly, an SSO sponsor is not allowed to provide alcohol (a) as part of the price of admission (such as by including drink tickets in the ticket package or by providing an open bar or “free” beer on tap); or (b) by means of a cash bar. In my opinion, this rule would be violated if the SSO sponsor arranged to have a cash bar set up in the banquet room where the event is being held.

4) Beverages Provided by a Private Establishment. When an SSO sponsors a function, Rule 3.15(4) bars it from selling or providing alcohol as part of the function. However, at an SSO-sponsored function at a restaurant, club or other private establishment, the rule does not regulate private patrons’ menu selections or choice of beverages purchased at their own expense from the establishment, as distinguished from the sponsoring SSO. Accordingly, it would not be a violation of the rule for patrons to consume alcoholic beverages purchased at their own expense, separate from the price of admission, from a restaurant menu or lounge. The key is that the SSO sponsor cannot sell or otherwise provide the beverages.

5) Unaffiliated Sponsors. The rules do not regulate events and activities sponsored by private individuals or businesses that are not affiliated with the school. For example, if XYZ Corporation wants to sponsor a golf outing for the benefit of a school or school program, the constraints of the rules would not apply. Likewise, if a private individual hosted a function for the benefit of a school, the rules would not apply.