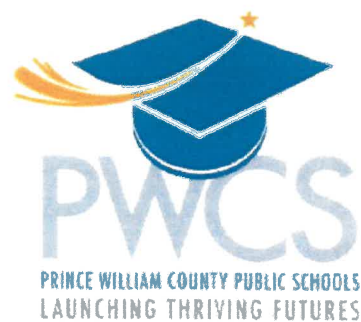


COOPERATIVE AGREEMENT
BETWEEN
PRINCE WILLIAM COUNTY
AND
PRINCE WILLIAM COUNTY PUBLIC SCHOOLS



ADOPTED: OCTOBER 2015
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COOPERATIVE AGREEMENT

BETWEEN

PRINCE WILLIAM COUNTY

AND

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

WHEREAS, the Prince William Board of County Supervisors (BOCS) has designated the Prince William County Department of Parks and Recreation (DPR) to provide for leisure time pursuits of the public; and

WHEREAS, Prince William County Public Schools (PWCS) cooperates in making schools and school facilities available for recreational purposes secondary to education; and

WHEREAS, it is in the public interest and economical advantage to obtain the maximum benefits from investments of public expenditures; and

WHEREAS, it is the intent of all parties to work collaboratively to ensure maintenance of indoor and outdoor facilities to ensure safety and accommodate sustained convenient use by groups sponsored by all parties; and

WHEREAS, it is the intent of all parties to create opportunities to promote public health and wellness through recreational activities;

NOW, THEREFORE, BE IT RESOLVED, that the Cooperative Agreement (Agreement) for the use of schools and school facilities for community recreational purposes secondary to educational purposes, and the use of park fields and facilities for educational related activities, as published herein, shall be the policy of Prince William County (PWC).

With this two-way Agreement between DPR and PWCS, all parties agree to the following:

- 1) That both Boards (BOCS/PWCS) shall be responsible for making public facilities available to the residents for school and community use.
- 2) That PWCS shall:
 - Provide maintenance for all school buildings; and
 - Provide outdoor maintenance for all elementary and middle school non-athletic fields.
- 3) That DPR shall:
 - Provide maintenance for fields designated for community athletic use at all elementary and middle schools;
 - Request financial support from the BOCS to support the community use program at new facilities as they become available; and
 - Provide a standard level of care for county-installed artificial turf fields (ATFs) at middle schools.

I. General Information

- A. In support of this Agreement, PWCS shall make available all middle and elementary schools and related facilities for recreational programs administered by DPR. All parties to this Agreement shall recognize that the use of schools and related facilities for recreational purposes shall not infringe upon educational and school-related requirements and shall present a secondary priority to the facility use.
- B. All scheduling of high school related facilities for athletic or recreational events shall be managed in accordance with Regulations 930-1, "Community Use of School Facilities," and 930-2, "Community Use of High School Athletic Facilities." Regulations are available on the PWCS website at pwcs.edu.
- C. DPR shall make available PWC-owned swimming pools and golf courses for the use by high school swim and golf teams and parks and other park-related facilities for student programs sponsored and administered by PWCS, per the "Schedule of Fees to PWCS for Use of DPR Facilities" (Attachment C). Any proposals for PWCS to host events utilizing park facilities shall be submitted to DPR for review and approval.
- D. All parties to this Agreement understand that the School Board shall provide funding, primarily for the development and operation of schools and related facilities, needed for its instructional program and related school activities. To ensure complete representation of community needs and to maximize opportunities for community recreational use, both parties mutually agree to advise the other of any site designs of new facilities and planned site modifications. PWCS facilities are primarily educational in nature; however, PWCS will, to the best of their ability, incorporate community needs into their designs. PWCS construction staff shall accept general field construction and layout guidelines from DPR, and where possible, shall incorporate them into their designs. PWCS shall forward to DPR the electronic progress drawings of new facilities and planned site modifications. Comments received from DPR, in a timely manner, shall be considered by the PWCS construction staff.
- E. Incidents of abuse or misuse of the facility may warrant cancellation of use of a facility and may result in future denial of access to a facility or site.
- F. On an annual basis, the BOCS and the School Board (or representatives) shall meet at their discretion to review this Agreement and to discuss issues relevant to all agencies. Any changes to attachments shall be reviewed and/or applied during this meeting.

II. Scheduling of School Facilities

A. General

- 1. The foremost priority for use of schools and related facilities and grounds is assigned to PWCS instructional programs, student activities, and activities of school-related groups. In scheduling the regular meetings of Boy Scouts, Girl

Scouts, School-Aged Care, and 4-H Clubs associated with the schools, these organizations shall be considered school-related groups.

2. The second priority for the use of schools and related facilities is assigned to DPR. DPR shall be recognized as the scheduling authority for all non-school related not-for-profit recreational programs within PWC. PWCS requests that scheduling consideration be given to present community organizations, which have had long-term agreements for use of school facilities.
3. Student-athletic activities are identified as location-specific programs. Allowing students, who are not assigned to that school, to participate in the activity, or by allowing the public to participate in the program, may change the status of the athletic activity to a DPR recreational event. Activities of this nature shall then be forwarded to DPR for scheduling.
4. When space is available during times that do not interfere with the priorities listed above, schools and related facilities may be scheduled by schools for use by other community organizations for non-recreational activities in accordance with Regulation 930-1, "Community Use of School Facilities."
5. When DPR schedules a Parks and Recreation activity at a school site, it assumes the responsibility for scheduling and coordinating the needs of the activity.
6. School Availability:
 - a. When in session, schools are not available for recreational use during normal instructional hours or during any after-school sponsored events or activities.
 - b. When schools are closed due to Code Red, Code Green, or other emergency situations, all recreational use shall automatically be canceled. In the event of inclement winter weather, no use of the fields shall take place until they are clear of snow and ice.
 - c. DPR-sponsored activities can occur at the conclusion of scheduled school-related activities as follows:
 - a. Weekday Events:
 - i. Indoor Rentals – From the close of school until 9:30 p.m. at Elementary School sites and until 10 p.m. at Middle School sites.
 - ii. Outdoor Rentals – From the close of school until sunset. Weekday activities taking place on lighted fields/areas may be conducted until 10:45 p.m.
 - b. Weekend Events
 - i. Indoor Rentals – May be scheduled until 10 p.m.
 - ii. Outdoor Rentals – From sunrise (full daylight) until sunset. Weekend athletic activities taking place on lighted fields/areas may be conducted until 10:45 p.m.

- d. PWCS facilities shall generally remain available for DPR permitting during the summer months. All indoor usage should conclude by August 1, and may resume September 1 to allow the PWCS Facilities Department sufficient time to complete any gymnasium floor refinishing and maintenance. PWCS Facilities Department, Security and Crisis Readiness Department, and DPR will collaborate with school administration to ensure facility access and supervision/custodial support is provided for events taking place over the summer.
- e. DPR-sponsored outdoor activities can occur at the conclusion of scheduled school-related activities, according to the scheduling terms as identified in the "Parks and Schools Use Agreement for Elementary and Middle Schools Scheduling Terms" (Attachment A).
- e. Any exception to the hours shall require the prior approval of the Superintendent of Schools, or designee.

B. Prince William County Arts Council (PWC AC)

- 1. All requests by PWC AC members for use of schools and related facilities shall be scheduled through the PWC AC liaison, through the scheduling software.
- 2. The fees charged to the PWC AC organization shall be paid to the school, in advance, as specified in the "DPR/PWCS/PWC Arts Council Schedule of Fees" (Attachment B).
- 3. The PWC AC organization understands their use of schools at discounted rates is contingent upon scheduling through the liaison and upon providing proof of liability insurance with the Prince William County Schools listed as additional insured and proof of non-profit status.

C. Requests by Season for Indoor and Outdoor Use (Fall Field Request, Spring/Summer Field Request, and Winter Gym Request)

- 1. DPR shall advise the Superintendent of Schools, or designee, where DPR-scheduled activities are planned for use for fall, spring, summer, and the Winter Gym Program.
- 2. Correspondence shall include the submission of the planned events in the scheduling software by DPR and the need for all known school or school-related activities to be entered into the scheduling software by school staff at each location.
- 3. After the scheduled deadlines referenced in Attachment A, additional activities which may affect the scheduled use by DPR shall be forwarded as soon as known, but no less than seven school business days, prior to the additional date. The scheduling software shall be used to provide notifications of additional activities.

4. DPR shall submit requests and schedule activities for each of the seasons pursuant to the terms as outlined in Attachment A. DPR may preload schedule requests, which PWCS shall approve pursuant to the terms as outlined in Attachment A.
5. It shall be understood that unless the requested DPR-sponsored activities conflict with scheduled school or school-related activities, the facility shall be available to DPR. Denial of field or facility usage shall include a reason for denial statement consistent with PWCS guidelines and sent within five business days upon receipt of request.
6. DPR shall input the information into the scheduling software for school approval for all indoor requests that are outside the parameters of the indoor season. The school designee shall approve or deny the use and respond via the software within five school business days. Confirmation of supervisory and/or custodial support shall be included with approvals.
7. The school shall be required to provide a reason for any denials of use via the scheduling software.

D. Professional Sports, Semi-Pro, Commercial Athletics, and Non-League Affiliated Recreational Groups

1. Professional and semi-professional sports teams shall not be scheduled by DPR for school use, unless the professional sports team can demonstrate that it is a non-profit organization by providing a copy of its "Letter of Determination," as issued by the IRS for 501(c)(3) status.
2. Organized sports and athletic teams that do not qualify as a non-profit organization may be scheduled by PWCS in accordance with Regulation 930-1, "Community Use of School Facilities."
3. Residents of PWC unaffiliated with a team or league, who are seeking to schedule athletic activities will be categorized as nonprofit organizations and will schedule their activities through DPR.

E. Scheduling Instructions

1. Natural grass fields are officially open to the public on or around April 1 and close on December 1. The exact annual field opening date will be coordinated between DPR and the PWCS Facilities Department. ATFs shall be open to the public year-round, weather permitting. Facility use requests shall be scheduled according to the scheduling terms of Attachment A.
2. DPR shall input their requests into the scheduling software. Schools shall approve DPR activities for each season according to the deadlines, as stated in Attachment A.

3. DPR shall invoice their scheduled groups using the estimated supervisory and/or clean-up time schedule. The Superintendent of Schools, or designee, shall input the personnel hours into the scheduling software on a monthly basis and contact DPR upon finalization of the invoice. PWCS shall notify DPR of any expected personnel fee increases for the upcoming fiscal year no later May 1 of the prior fiscal year.
4. The principal, or designee, shall notify DPR, via the scheduling software, of any changes in school activities that conflict with scheduled DPR-sponsored activities. This notification should be given as soon as possible, but not less than seven school business days in advance, unless the activity is being rescheduled as the result of a weather-related cancellation.
5. If a DPR-sponsored activity must be canceled and rescheduled due to an emergency, acts of God, early school closing, or other reasons, the school principal, or designee, shall contact DPR immediately.
6. If schools are closed due to inclement weather, all DPR-sponsored activities scheduled to be conducted at schools that same day shall be canceled. In the event a divisionwide school cancellation was not initiated, the principal or designee, in cooperation with DPR, shall be responsible for determining if recreational activities may be safely held.
7. DPR shall notify the school principal, or designee, via the scheduling software, as soon as possible of any changes or cancellations of activities scheduled at the school.
8. The building principals, or designees, shall be responsible for ensuring that schools and school facilities being used for DPR-sponsored activities are unlocked at the beginning of the activities, locked at the completion of the activities, and that DPR has access to approved equipment.
9. DPR-permitted activity participants shall not be allowed access to schools or school facilities scheduled for indoor use until the DPR supervisor is present.
10. To ensure fair and equitable access to facilities, no special arrangements and/or waiving of mandatory fees shall occur.
11. Every effort shall be made to reach a mutually acceptable resolution between PWCS and DPR to resolve any facility use conflicts. All decisions rendered by the Superintendent of Schools, or designee, shall be final.

III. Third-Party Liability Protection

- A. DPR and PWCS each represent that they maintain, and shall continue to maintain throughout the period of this contract, liability insurance applicable to the substance of this contract in a minimum amount of one million dollars (\$1,000,000).

- B. Each party shall provide the other with proof of such insurance upon request, and shall inform the other at least 30 days in advance of any cancellation, default, or expiration of such policy of insurance.
- C. Each party shall check insurance levels and promptly notify the other of any event that may result in a claim by a third party against the other party, and shall cooperate in a reasonable manner with the other party in investigating and defending against such claims.
- D. Nothing in this Agreement or the applicable insurance shall be construed as a waiver of sovereign immunity or of any defense, and nothing in this Agreement shall create any rights in any third party or inure to the benefit of any third party.
- E. Subject to any legal defense, each party agrees that to the extent civil liability attaches, each party and its insurer shall be responsible for adjudicated damages arising from the negligent acts and omissions of its own employees, agents, and volunteers. However, each party denies responsibility for acts outside of the scope of employment or agency, criminal acts, acts of willful or wanton misconduct, and punitive damages.

IV. Maintenance of School Facilities

- A. DPR agrees to maintain the athletic and physical education fields at the elementary and middle schools as identified on the "PWCS and DPR Field Maintenance Services at PWCS Middle Schools" (Attachment D) and the "PWCS and DPR Field Maintenance Services at PWCS Elementary Schools" (Attachment E).
- B. Field conditions shall be jointly assessed. Any need for field closures, reduced scheduling, and/or improvement plans shall be mutually agreed upon. Any mutually agreed upon field closures must be entered into the scheduling software by school staff.
- C. PWCS shall not be responsible for the lining or preparing of fields for DPR-permitted recreational use.
 - 1. DPR shall not be responsible for the lining or preparation of fields for school-related activities. DPR can be contracted for additional athletic field maintenance services for either community or school requests. To optimize field quality for all users, available DPR resources may be shifted, as mutually agreed to by both PWCS and DPR.
 - 2. PWCS shall be responsible for the maintenance of roads, parking lots, hard surface recreational areas, playgrounds, snow removal, and the ornamental landscaping in front of and alongside the buildings at all school properties. Maintenance of school facilities and snow removal from parking lots is, first and foremost, to support the educational needs of PWCS.
 - 3. DPR shall provide field maintenance training/workshops to PWCS maintenance staff, as requested. The loaning of DPR maintenance equipment to PWCS staff shall be coordinated as resources are available. Equipment operators of PWCS

may be required to attend DPR training/workshops to help ensure field maintenance renovations are completed to DPR standards.

D. DPR and PWCS will annually assess the conditions of the ATFs at the middle schools and determine a timeline for replacement. DPR and PWCS will identify an equal (50/50) cost-sharing plan to address ATF replacement at the middle schools. Replacements are expected to occur every ten years based on the joint field assessments.

E. DPR shall be responsible for any surface-related repairs on the ATFs at middle schools. PWCS shall be responsible for any sub-surface related repairs on these same fields. Repairs exceeding \$50K will be cost shared among both parties equally. Surface repairs are defined as failure of the turf carpet itself. Sub-surface repairs are defined as sub-base, sub-grade, or sub surface drainage failures.

V. Personnel Services

A. Duties

1. Indoors - The DPR shall be invoiced for services that are in accordance with the fee schedule of Attachment B.
2. The following shall be normal services performed by the assigned PWCS employee:
 - a. Ensure activity participants do not enter facility until the DPR supervisor is present;
 - b. Unlock/lock areas scheduled for use;
 - c. Jointly inspect the areas scheduled for use with the DPR activity supervisor 15 minutes before and 15 minutes after each activity;
 - d. Set-up, breakdown, and clean-up of the area of use;
 - e. Issue equipment, most often limited to scoreboards and their cables with controls; set-up of equipment may include scoreboards and their cables with controls, tables, chairs, audio/video equipment, volleyball nets, wrestling mats, raising/lowering and/or extending basketball goals, etc.;
 - f. Ensure that a telephone is accessible for use by the DPR personnel;
 - g. Inform the DPR activity supervisor of any security irregularities;
 - h. Immediately inform the DPR activity supervisor of any damage or dangerous practices observed while on duty;
 - i. Put away equipment, pick up trash, and general clean-up of areas used; and
 - j. Inform the building principal prior to providing additional services that shall be chargeable to DPR.

B. Personnel Payments

1. DPR shall be invoiced for additional staffing that may be required for a DPR-permitted special event or unique activity. The principal, or designee, shall

inform the DPR Sport Services Department when PWCS is aware that additional staff is needed.

2. Services for DPR-sponsored activities shall be paid directly to employees by PWCS, and invoiced to DPR based on Attachment B, Schedule of Fees. Principals shall report the fees, via a "Community Use Payroll Information Form," to the Superintendent of Schools, or designee.
3. The Superintendent of Schools, or designee, shall report the additional fees to DPR as soon as personnel hours are submitted and DPR is invoiced. If unexpected outdoor and/or indoor personnel fees are incurred, the principal, or designee, shall report the additional fees to the PWCS Security and Crisis Readiness Department within five school business days. DPR shall be billed for these additional charges.

C. Winter Gym Program Support

DPR shall meet with the anticipated schools that shall be used for the Winter Gym Program. Meetings shall normally occur by the end of October with the principal, or designee. DPR shall identify upcoming winter gym schedule dates, staffing/custodial needs, and other program items.

1. Personnel Support
 - a. Schools scheduled to support the Winter Gym Program shall provide custodial support and gymnasium set-up during the evenings on weekdays (Monday-Friday).
 - b. Weekend support shall be provided by the DPR manager-on-duty (MOD) personnel. MOD personnel shall be limited to current/retired PWCS employees.
 - c. Schools shall be asked to identify four to six staff members to be considered by DPR for MOD hiring and/or approving existing MODs for weekend scheduling.
 - d. MODs shall be granted access to the following items: facility keys/codes, custodial supplies, and school equipment (See Section IX, Item A, "Recreational Equipment and Facility Amenities").
2. Personnel Payments for Winter Gym Use
 - a. Custodial services to support the Winter Gym Program shall be invoiced to DPR for a standard amount of one hour during the weekdays, excluding dates staffed by a DPR MOD. Adjustments to the standard one hour may be made to compensate for circumstances unique to a school, but only when approved by DPR and PWCS.
 - b. Invoicing shall be completed by PWCS, via the scheduling software, with estimated invoices due to DPR no later than May 31.
 - c. Total payment for custodial services in support of the Winter Gym Program shall be forwarded to the PWCS Security and Crisis Readiness Department.

- d. DPR shall reimburse PWCS for supplies used to support the Winter Gym Program. These funds are expected to help offset costs associated with the DPR recreational use. Direct costs are items which include, but are not limited to, cleaning supplies, toilet paper, paper towels, and soap.
- e. The reimbursement shall be forwarded within the current fiscal year for all schools scheduled in support of the Winter Gym Program based upon the following:

=50 - 150 Gym Hours	\$300/Site
=151 to 299 Gym Hours	\$400/Site
≥300 Gym Hours	\$500/Site

- f. Payment for custodial support shall be made to the PWCS Security and Crisis Readiness Department at the conclusion of the Winter Gym Program.

VI. Supervision of Indoor Use

- A. DPR shall be responsible for providing supervision for scheduled indoor use at elementary and middle schools.
- B. The principal, or designee, shall determine the supervisory hours.
- C. Whenever possible, supervision shall be provided by DPR-trained personnel. To the extent possible, DPR shall employ professional or other personnel of PWCS. The standards of supervision provided shall be those established by the DPR Sports Services Office in consultation with the Superintendent of Schools, or designee, and shall apply uniformly at all sites where supervision is provided.
- D. Unless otherwise specified by either the PWCS Security and Crisis Readiness Department or the DPR Sports Services Office for reasons of legal and/or safety requirements or the complexity of the facility and/or its amenities, community sports leagues, and/or school programs scheduled at one of these properties shall be responsible for supervising their programs and its participants.
- E. Any PWCS or DPR staff on site has the authority to caution the user group about any incident of abuse or misuse of the facility and, if warranted, determine whether an activity should continue. User groups that fail to comply risk future denial or access to a facility or site. Each user group bears full responsibility for charges associated with any facility damage.
- F. The custodian assigned to provide custodial support shall not be considered a supervisor unless designated as a DPR MOD. Prior to serving as an MOD, individuals shall be required to undergo appropriate training by the PWCS Facilities Department and DPR. Training shall include location of custodial supplies, building access, and safe use of cleaning materials.

- G. While supervising an activity at a school facility, the DPR building supervisor or PWCS assigned school personnel, shall remain on site and be available to user groups at all times. The building supervisor shall be responsible for:
- Making regular checks of the area in use;
 - Restricting user groups to authorized and scheduled areas; and
 - Reporting irregularities and performing safety inspections.
- H. The building supervisor and/or custodian shall ensure that the area is jointly inspected with the user group 15 minutes before and immediately following the contracted period of use, noting any irregularities and deficiencies. Some specific duties of the supervisor include:
- Ensuring users are admitted to the facility at the contracted start time and leave at the contracted end time;
 - Providing information, assistance, and direction to users;
 - Taking appropriate steps, including summoning police or emergency personnel, if necessary, to control disruptive behavior, respond to other incidents or injuries, and/or safeguard the well-being of users and visitors; and
 - Gathering pertinent information and report incidents, damage and/or breakage of property and equipment, injuries, unsafe practices or conditions, and security problems.
- I. In the event of an emergency, the DPR building supervisor shall use the emergency procedures established by PWCS. Copies of these procedures shall be furnished to the DPR representatives by the Security and Crisis Readiness Department.
- J. The principal shall be responsible for maintaining key control for the facility. School keys shall not be issued to non-school personnel without the approval of the Superintendent of Schools, or designee. The principal may allow the assigned personnel to open and secure the facility for DPR-permitted activities.
- K. Operation of Partitions
1. No students shall be present in the room during the operation of the motorized partition.
 2. The room shall be locked or otherwise inaccessible to students during the operation of the motorized partition.
 3. Only trained PWCS division personnel are authorized to operate the motorized partitions.
 4. Two PWCS staff members are required to operate the motorized partitions.

- L. PWCS staff may contact the on-call PWC Ranger to request assistance with DPR-scheduled groups violating processes or to assist in the removal of unauthorized groups interfering with scheduled groups.

VII. Supervision of Outdoor Use

- A. DPR and PWCS shall be jointly responsible for determining the need for supervision at certain outdoor elementary and middle school events.
- B. PWCS may request supervision depending upon the need for access to amenities (e.g., press boxes, restrooms, and electronics), the type of activity, and previously documented issues with the permitted recreational groups.
- C. Whenever possible, supervision shall be provided by DPR-trained personnel. To the extent possible, DPR shall employ professional or other personnel of PWCS.
- D. The standards of supervision provided shall be those established by the DPR Sports Services Office in consultation with the Superintendent of Schools, or designee, and shall apply uniformly at all sites where supervision is provided.
- E. While supervising an activity in a school facility, the DPR building supervisor, or PWCS assigned school personnel, shall remain on site and be available to user groups at all times. The building supervisor shall be responsible for:
- Making regular checks of the area in use;
 - Restricting user groups to authorized and scheduled areas; and
 - Reporting irregularities and performing safety inspections.
- F. The building supervisor shall ensure that the area is jointly inspected with the user group 15 minutes before and immediately following the contracted period of use, noting any irregularities and deficiencies. Some specific duties of the building supervisor include:
- Ensuring users are admitted to the facility at the contracted start time and leave at the contracted end time;
 - Providing information, assistance, and direction to users;
 - Taking appropriate steps, including summoning police or emergency personnel, if necessary, to control disruptive behavior, respond to other incidents or injuries, and/or safeguard the well-being of users and visitors; and
 - Gathering pertinent information and report incidents, damage and/or breakage of property and equipment, injuries, unsafe practices or conditions, and security problems.

VIII. Utilities

- A. DPR and PWCS shall equally share the costs of the software used to schedule recreational events, up to, but not exceeding \$30K annually by DPR.
- B. All utility costs associated with DPR non-profit recreational activities conducted indoors or outdoors at school facilities shall be borne by PWCS, with the exception of lighting for ATFs.
- C. School buildings shall not be set in after-hour or summer utility modes in those areas that are being used by permitted recreational use groups. Building settings shall not be altered without specific authorization of school officials.
- D. The utility expense of operating PWCS' lighted athletic fields for DPR non-profit permitted activities shall be incurred by PWCS. PWCS shall then be reimbursed for lighting costs by DPR for the permitted user groups at middle schools. At schools which have requirements for lighted athletic facilities during school activities, it shall be the responsibility of PWCS to provide necessary maintenance of the light poles, lights, and electrical boxes. DPR shall provide necessary maintenance of the light poles, lights, and electrical boxes related to the ATFs at eight middle schools: Benton, Lake Ridge, Gainesville, Graham Park, Hampton, Potomac, Saunders, and Woodbridge.
- E. The utility expense of operating PWCS' lighted ATFs for DPR non-profit permitted activities shall be incurred by PWCS. The PWCS Facilities Department shall then be reimbursed for lighting costs by DPR.
- F. PWCS reserves the right to decide if and where non-PWCS equipment (e.g., portable toilets, storage sheds, goals) may be placed upon school grounds.
- G. For outdoor school-sponsored and non-DPR-scheduled community use events, schools shall be responsible for scheduling lights.
 - 1. A school employee must be assigned as a designated point of contact between the school and DPR.
 - 2. DPR will create an account for the point of contact so they may schedule the outdoor lights.
 - 3. The school will be responsible for covering the costs associated with scheduling lights for school-related events. Community use groups will be billed for use of the lights through the online event scheduling software.

IX. Recreational Equipment and Facility Amenities

- A. Arrangements for the use of school equipment and amenities shall be made by DPR personnel through the principal, or designee, of the school being used. School equipment shall not be used for DPR-permitted activities without the prior approval of the principal.

or designee. If available, equipment and material listed below shall be made available as part of the school equipment, to include but not be limited to:

- Gymnastic equipment
- Tumbling and wrestling mats
- Volleyball nets and standards
- Electronic score boards with control boxes and cables
- Folding tables and chairs
- Soccer goals
- Basketball goals
- Bleachers

- B. Where possible, consideration shall be given for indoor/outdoor storage for DPR and/or permitted user's equipment at schools being used for recreational use. Requests for such storage shall be submitted to the principal, who shall then forward the request to the PWCS Facilities Department and the Security and Crisis Readiness Department for review and final approval.
- C. Permitted groups shall supply expendable items (e.g., bases, basketballs, nets, and volleyballs) as necessary to support recreational activity at the designated site location specifically for DPR-sponsored activities.
- D. Certain equipment, such as spotlights and public address systems, may require school-trained technicians to operate. DPR shall be invoiced for these services, as stipulated on Attachment B. Groups scheduled through the PWC AC are billed directly by the school.
- E. Schools have the right to restrict use of school equipment if sufficient evidence is provided that wear and tear beyond normal use has occurred due to recreational use, if additional use would result in the equipment in question becoming inoperable, or if a group has caused damage to equipment in the past.

X. Facility Damage

- A. DPR shall hold permitted groups accountable for any damages or unacceptable conditions that occur during their use as a result of not adhering to community use policies.
- B. DPR shall not be responsible for the behavior of non-permitted groups.
- C. Damage or breakage during any activity sponsored by DPR shall be reported to the principal, or designee, as soon as possible.
- D. Damage or breakage, which may compromise the security of the facility, shall be reported to the PWCS Facilities Department and the Security and Crisis Readiness Department as soon as possible by using the emergency telephone numbers provided on the emergency contact list. If necessary, the DPR representatives shall remain at the scene until the arrival of maintenance personnel.

- E. PWCS maintenance personnel shall assume the responsibility for making the necessary repairs to maintain the facility for educational purposes. DPR shall be responsible for acts and omissions of its own employees and agents to the extent permitted or required by law.
- F. DPR may invoice permitted recreational use groups for damage associated with their use of the facility.

XI. General Restrictions/Limitations:

- A. Pursuant to Regulation 735-1, "Prohibited Substances," no alcohol, drugs, or anything that resembles alcohol or drugs, may be served, consumed, or brought upon school property.
- B. Pursuant to Regulation 775-1, "Weapons and Other Prohibited Objects," no weapons or look-a-like weapons may be brought on PWCS property.
- C. See Regulation 403-1, "Use of Tobacco Products," for PWCS regulations on smoking, smokeless tobacco products, and electronic smoking devices (e.g., e-cigarettes, e-vapor devices, etc.).
- D. Permitted groups shall not be granted access to the indoor facility without a DPR supervisor present.
- E. Food and beverages are restricted to areas designated for that purpose. PWCS Food and Nutrition Department personnel are required to be present when school kitchen facilities are being used.
- F. Requests for concessions or food truck operations must be received 15 business days in advance of the event; all such requests must be approved in advance by both PWCS and DPR. PWCS reserves the right to operate a food or beverage concession stand during any scheduled event; therefore, in addition to any other reasons upon which PWCS may base its decision, PWCS may deny a request if a school (either itself or by a designee) wishes to operate a concession stand during any scheduled event(s). DPR and/or PWCS reserve the right to assign a second custodian in support of requested concession operations at the permitted group's expense.
- G. Parking of vehicles by community use groups on school grounds shall be confined to approved parking areas. Repeated violations may result in towing of vehicles and ticketing. PWCS will notify DPR of repeated violations from permitted athletic groups.
- H. In accordance with PWCS policy, DPR may request permission to distribute promotional materials to inform the community of program offerings and/or special events.
- I. As of July 1, 2014, all non-interscholastic youth sport programs using public school property must meet Code of Virginia § 22.1-271.5 relating to the guidelines for policies on concussions in student-athletes. Non-interscholastic youth sport programs must

establish concussion policies and procedures regarding the identification and handling of suspected concussions in athletes that are consistent with the school division's policies and procedures, and in compliance with the Virginia Board of Education's "Guidelines for Policies on Concussions in Student-Athletes."

- J. Non-athletic organizations seeking to hold activities which will include use of the indoor and outdoor areas for both athletic and non-athletic activities, may schedule events directly with the school.
- K. DPR will not schedule outdoor recreational athletic areas, except for tracks in support of organized team activities. All other usage of tracks, tennis courts, outdoor basketball courts, and similar areas, will be available and/or reserved in accordance with PWCS policies and procedures.

XII. Declined Use/Cancellations

- A. Use of schools by organizations shall be canceled when schools are closed due to inclement weather or other emergency conditions.
- B. Refusal may be initiated for the following reasons:
 - 1. The activity is set to take place on designated federal holiday or during a time when staff and students are normally in the building (e.g., during normal school hours, Thanksgiving Day, Spring Break);
 - 2. Rescheduling school-sponsored activities creates a conflict with a scheduled community use event;
 - 3. The applicant has not fulfilled all requirements prior to the event date (e.g., lack of general liability insurance);
 - 4. Misrepresentation by the user of the proposed activity;
 - 5. The organization has demonstrated a history of failing to comply with rules and regulations set forth by DPR or PWCS; or
 - 6. The organization owes money to DPR or PWCS.
- C. Incidents of abuse or misuse of the facility, may warrant a permanent or temporary cancellation of use of the facility; however, schools may not unilaterally cancel all DPR athletic use without first consulting with DPR and PWCS.
 - 1. Schools must notify DPR and PWCS of the violations in writing and document all future violations.
 - 2. Schools must reasonably establish that it is the scheduled group and not an unauthorized community user.
- D. The following tactics may be employed for a group with repeated violations:

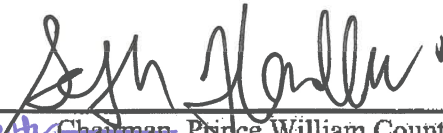
1. Warning with documentation of violation.
2. Employ limited or temporary ban.
3. Place organization on probationary period, which results in cancellation of use if future/additional violations occur.
4. Gross negligence, violations of law, abuse of staff, etc. will result in an immediate cancellation and termination of the permit.

XIII. Implementation and Administration

- A. DPR and PWCS staff shall hold quarterly Cooperative Agreement Meetings in September, December, March, and June, to discuss and agree upon limited use of school facilities based on recent or planned renovation or repair work. These agreements shall provide guidance for upcoming scheduling and the potential need to limit access.
- B. PWCS shall provide at least one representative to serve on the DPR Sports Council, when applicable.


Cooperative Agreement Acknowledgment

The attached Cooperative Agreement between Prince William County and Prince William County Public Schools is acknowledged this 11 day of June, 2025.



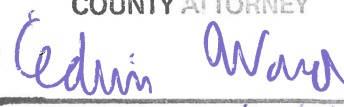
Director Chairman, Prince William County Department of
Parks and Recreation

6/11/25
Date



Chairman, Prince William County School Board

6-4-25
Date

APPROVED AS TO FORM COUNTY ATTORNEY

#96021
DATE: <u>06/09/25</u>

**Parks and Schools Use Agreement for Elementary and Middle Schools
Scheduling Terms**

In consideration of the investment made by Prince William County government in maintaining and upgrading the fields located on Prince William County Public Schools (PWCS) property, the parties agree that the fields shall be open to the general public, as regulated by the Prince William County Department of Parks and Recreation (DPR), so long as such use does not interfere with normal school activities.

The parties acknowledge the importance of predictability of access to school fields by both DPR and PWCS. Therefore, the following procedures shall be used to schedule field use:

1. School fields are for use by permit only.
2. The scheduling software shall be used by both DPR and PWCS for scheduling activities.
3. Although individual schools schedule activities through the scheduling software, the Director of the Security and Crisis Readiness shall have final decision-making authority regarding scheduling conflicts.
4. PWCS shall schedule all site-based activities that impact recreational use in the scheduling software, pursuant to the following schedule:
 - a. Fall – All activities entered by June 30;
 - b. Spring – All activities entered by December 15;
 - c. Winter – All activities entered by September 15;
 - d. Summer – All activities entered by March 15;
 - e. Weekday (Monday–Friday) Scheduling on ATFs: PWCS shall provide DPR all non-school use hours available with a minimum of 15 hours a week, before 10 p.m., per field, and during the weekdays unless middle school games between the host school and another school reduce the availability below this minimum;
 - f. Weekday Scheduling on all Other Fields: PWCS shall provide DPR all non-school use hours available with a minimum of 10 hours a week, per field, in the spring, and 7.5 hours a week, per field, in the fall unless middle school games between the host school and another school reduce the availability below this minimum;
 - g. Weekday Scheduling on Indoor Facilities: PWCS shall provide DPR all non-school use hours available with a minimum of 15 hours a week, unless middle school games between the host school and another school reduce the availability below this minimum;
 - h. Weekend Scheduling on all Fields and Facilities: PWCS shall provide DPR all non-school use hours available with a minimum of 20 hours a weekend before 9:30 p.m. for indoor and 15 hours a week before 10:45 p.m. for outdoor facilities;
 - i. No recreational use shall be scheduled while school games are taking place; and
 - j. Summer Scheduling: PWCS shall provide DPR full access to ATFs outside of in-season middle school practice and planned maintenance activities, on the turf

fields. PWCS shall provide DPR a minimum of 25 hours a week during daylight hours, per field, access to natural grass fields, outside of in-season middle school practice, and planned maintenance activities on the grass fields.

5. After the deadlines referenced in 3a–3d have passed, DPR shall enter requests into the event scheduling software. Each school shall designate a staff position to be responsible for approving requests in the event scheduling software. The designee shall grant or deny approvals within five school business days. The designee shall confirm supervisory assignment and custodial support at the time of approval. PWCS shall provide a written reason for any denial.
6. If PWCS wishes to schedule an activity at a time and location that would reduce the availability of the fields or indoor facilities below the minimums listed above or would conflict with a scheduled DPR activity, PWCS shall notify the DPR Sports Services Office immediately. If PWCS and DPR cannot agree to reschedule the DPR activity, then DPR staff shall contact the Director of the Security and Crisis Readiness. In resolving the conflict, the Director of the Security and Crisis Readiness shall make every effort to honor the spirit of this Agreement and balance the needs of parties. The decision of the Director of the Security and Crisis Readiness shall be final.
7. When available, PWCS shall schedule non-athletic events (e.g., scouting) in school spaces other than the gymnasium or auxiliary gymnasium. If an activity can reasonably be conducted in a classroom, rather than a gymnasium, it shall be scheduled in a classroom.
8. PWCS and DPR staff shall meet quarterly, on the first Thursday following June 15, December 15, September 15, and March 15 to discuss and agree upon limited use of school facilities based on recent or planned renovation or repair work. These agreements shall provide guidance for upcoming scheduling and the potential need to limit access.
9. School fields shall be taken out of use in coordination with DPR staff.
10. PWCS shall enter retired fields and facilities into the event scheduling software as unavailable.
11. PWCS and DPR shall not schedule school fields based on grandfathered rights.
12. PWCS shall permit portable field lighting, portable toilet units, and concession sales at school sites. Failure to maintain the property and grounds shall result in the denial of concession sales in the future.
13. DPR shall have access to all locked field gates.

DPR/PWCS/PWC Arts Council Schedule of Fees

<i>PWCS School Personnel</i>	<i>Per Hour</i>
Custodian	\$50
Supervisor	\$50
Student Technician	\$50
Other Required PWCS Personnel	\$50

<i>PWCS Special Fees</i>	<i>Per Hour</i>
Electronic Scoreboard	\$50
Lighting, Spotlights	\$25
Lighting, Stage Border Lights	\$15
Microphones	\$10
Piano, Electric Keyboard	\$20
Piano, Upright Piano	\$30
Piano, Grand Piano	50
Portable Stage, Flat/Per Use Rate	\$150
Sound System	\$30
Other Audio/Visual Equipment	\$30

<i>DPR/DFR Fees</i>	<i>Per Hour</i>
Grounds Maintenance Worker	\$25
Grounds Manager	\$50
Grounds Supervisor	\$35
Grounds Technician	\$30
Facility Supervisor	\$30
Rental Fee	\$60

ESTIMATED CLEAN-UP TIMES**Cafeteria or Multipurpose Room**

Elementary School with Kitchen/without Kitchen	3.5 Hours 2.5 Hours
Middle School with Kitchen/without Kitchen	4.0 Hours 3.0 Hours

Auditoriums

Less than 400 Capacity	2.5 Hours
400–699 Capacity	3.5 Hours

Gymnasiums/Auxiliary Gyms

Less than 4,500 Square Feet	1.5 Hours
4,500–8,999 Square Feet	2.5 Hours
9,000 or more Square Feet	3.5 Hours

Classrooms

Classrooms (Elementary and Middle Schools)	0.5 Hours
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**As a general guideline, the fee for opening a school for a DPR-sponsored activity on a weekend or when schools are not in session shall be 1.5 hours at the custodial rate.*

**SCHEDULE OF FEES TO PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
FOR USE OF DPR FACILITIES**

AQUATICS	
Prime time rental rates are assessed during normal operating hours. Non-prime time rates are assessed when the facility would be closed.	
LANE RENTALS: Practice times and lane availability are set by DPR prior to each swim season and are subject to change based on level of use. The average number of swimmers per lane must be five or more. Other lane rentals are arranged on a space available basis. DPR activities and ongoing rentals take priority.	
Lane Rate	\$23 Per Lane, Per Hour
MEETS: Pool availability for league meets is scheduled by DPR prior to each swim season. Cost includes utilities, pool operator, and lifeguards. It should be noted that meets held during prime time, because of the magnitude of the meet activity, require the cancellation and/or alteration of other programs.	
Prime Time Rate	\$275 Per Hour (includes access to pool area only)
Clean Up Fee	\$100 Flat Fee, Per Meet

GOLF	
Forest Greens, Prince William Golf, Practice Rounds, and Driving Range	No Charge Monday–Thursday (<i>Carts are not included.</i>)

PAVILIONS/FIELDS	
One free weekday date pavilion and/or non-ATF rental per school, per year, and 20 percent discount for each additional non-ATF rental per school, per school year.	

CREW	
DPR annually enters into an agreement with PWCS and the Prince William Crew Association.	

PWCS AND DPR FIELD MAINTENANCE SERVICES AT PWCS MIDDLE SCHOOLS

Middle School *Athletic Field Maintenance Provided by DPR

Benton Middle	Lake Ridge Middle	Reagan Middle
Beville Middle	Lynn (Fred) Middle	Rippon Middle
Bull Run Middle	Marsteller Middle	Saunders Middle
Gainesville Middle	Parkside Middle	Unity Braxton Middle
Graham Park Middle	Potomac Middle	Woodbridge Middle
Hampton Middle	Potomac Shores Middle	

***The areas to receive maintenance are the field surfaces and approximately 10 to 15 feet around the field surfaces. This also applies to trash removal.**

The general time frame of maintenance shall be conducted between 7 a.m. and 3 p.m.

The performance of all planned maintenance is subject to weather, equipment, and other factors.

Mowing

- Mowing once per week; and
- Herbicides may be used to prevent growth under fences and in other undesirable locations

Aeration

- Core aeration twice per year

Seeding

- Broadcast over seeding once per year.

Fertilization

- Broadcast fertilization twice per year

Turf Herbicide Application

- Pre-emergent herbicide applied once per year (may be liquid or granular in combination with fertilizer); and
- Post-emergent herbicide once per year (may be liquid or granular in combination with fertilizer)

Routine Infield Prep – Baseball and Softball

- Baseball and softball infields (skinned surfaces) shall be dragged/raked up to five times per week (typically Monday through Friday) from April through November

Annual Infield Prep – Baseball and Softball

- Add infield mix to baseball and softball infields as needed to repair low areas once per year, typically up to eight cubic yards per infield; and
- Check baseball field pitcher mounds and tune up as needed to maintain regulation specifications once per year.

Sod Repair

- Sod repair once per year typically up to 810 square feet per field

Stonedust Rectangle Fields (Football and Soccer)

- Field surface shall be dragged/raked up to one time per week; and
- Stonedust shall be added and leveled as needed.

Artificial Turf Fields

- Field surface shall be brushed/aerated/raked/swept once per month;
- High-use areas shall be checked once per week;
- Infill material shall be added to high-use areas and leveled as needed; and
- Records shall be kept to document maintenance work actions performed.

Trash Removal

- April through November – Trash removal shall be five times per week, typically Monday through Friday; and
- December through March – Trash removal shall be three times per week, typically Monday, Wednesday, and Friday.

Field Lining for Community Game Use Purposes

- Athletic fields permitted for recreational use shall be lined in accordance with the DPR Community Use Manual; and
- DPR shall provide an initial field lining and a mid-season field lining on the athletic fields permitted to community groups for game use.

Field Announcements

- Within each respective Parks and Recreation grounds service area, DPR shall announce that all school fields are closed for use whenever all the park fields are closed for use; and
- All community use and school use shall be subject to these announcements.

PWCS AND DPR FIELD MAINTENANCE SERVICES AT PWCS ELEMENTARY SCHOOLS**Elementary School *Athletic Field Maintenance Provided by DPR**

Alvey Elementary - 2	Kerrydale Elementary	Pennington Traditional
Antietam Elementary - 2	Kilby Elementary	Piney Branch Elementary
Ashland Elementary - 1	King Elementary	Porter Traditional - 1
Bel Air Elementary	Lake Ridge Elementary	Potomac View Elementary
Belmont Elementary - 2	Leesylvania Elementary - 1	River Oaks Elementary - 1
Bennett Elementary - 2	Loch Lomond Elementary	Signal Hill Elementary - 1
Bristow Run Elementary - 1	Marshall Elementary - 2	Sinclair Elementary
Buckland Mills Elementary	Marumsco Hills Elementary	Springwoods Elementary
Cedar Point Elementary - 1	McAuliffe Elementary - 1	Sudley Elementary
Coles Elementary - 1	Minnieville Elementary	Swans Creek Elementary - 1
Covington-Harper	Montclair Elementary - 1	Triangle Elementary
Dale City Elementary - 1	Mountain View Elementary	Tyler Elementary - 3
Dumfries Elementary - 2	Mullen Elementary	Vaughan (Elizabeth) Elementary
Ellis Elementary	Neabsco Elementary - 1	Victory Elementary - 1
Enterprise Elementary - 1	Nokesville School, The	West Gate Elementary
Featherstone Elementary	Occoquan Elementary	Westridge Elementary - 2
Fitzgerald Elementary	Old Bridge Elementary - 1	Williams (Mary) Elementary
Glenkirk Elementary	Pace West	Wilson (Kyle) Elementary ^
Gravely Elementary	Parks (Rosa) Elementary	Wood (T. Clay) Elementary
Haymarket Elementary	Pattie Elementary - 1	Yorkshire Elementary - 1
Henderson Elementary - 2	Penn Elementary - 1	Yung (Chris) Elementary
Innovation Elementary	Montclair Elementary - 1	
Jenkins Elementary		

The number of existing baseball/softball infields are indicated beside school's name above.

*** The areas to be maintained are the field surfaces and approximately 10 to 15 feet around the field surfaces. This also applies to trash removal.**

General time frame of maintenance shall be conducted between 7 a.m. and 3 p.m.

The performance of all planned maintenance is subject to weather, equipment, and other factors.

Mowing

- Mowing once per week; and
- Herbicides may be used to prevent growth under fences and in other undesirable locations

Aeration

- Core aeration twice per year.

Seeding

- Broadcast over seeding once per year.

Fertilization

- Broadcast fertilization once per year.

Routine Infield Prep – Baseball and Softball

- Baseball and softball infields (skinned surfaces) shall be dragged/raked up to three times per week (typically Monday, Wednesday, and Friday) from April through November.

Annual Infield Prep – Baseball and Softball

- Add infield mix to baseball and softball infields as needed to repair low areas once per year, typically up to eight cubic yards per infield; and
- Check baseball field pitcher mounds and tune up as needed to maintain regulation specifications once per year.

Sod Repair

- Sod repair once per year typically up to 810 square feet per field.

Stonedust Rectangle Fields (Football and Soccer)

- Field surface shall be dragged/raked up to one time per week; and
- Stonedust shall be added and leveled as needed.

Trash Removal

- Trash removal shall be three times per week, typically on Monday, Wednesday, and Friday.

Field Lining for Community Game Use Purposes

- Athletic fields permitted for community use shall be lined in accordance with the DPR “Community Use Manual”; and
- DPR shall provide an initial field lining and a mid-season field lining on the athletic fields permitted to community groups for game use.

Field Announcements

- Within each respective Parks and Recreation grounds service area, DPR shall announce that all school fields are closed for use whenever all park fields are closed for use; and
- All community use and school use shall be subject to these announcements.

Glossary of Terms

Adult Sports: Groups of players, 19 years of age or older, who participate in athletic competition with other adults.

Artificial Turf Field (ATF): Any of the various synthetic, carpet-like materials made to resemble grass and used primarily as a playing surface for approved athletic games and practices.

Athletic Leagues: A local youth or adult athletic group that maintains an organizational structure governing the management of the group. The group registers participants, schedules games, and consists of five or more teams that are scheduled for competitive play. Athletic leagues must submit the required documentation to be verified by DPR.

Applicant: Any sports organization, group of teams, or individual formally requesting community use of Prince William County facilities. Facilities include, but are not limited to, Prince William County (PWC) fields and facilities, PWC-leased properties, and Prince William County Public School (PWCS) properties.

Arts Council: Membership organization serving the Greater Prince William Area, including Prince William County, Manassas, and Manassas Park, promoting and supporting local artists and arts organizations.

Athletic Field: Any area that is owned, operated, leased, and designated by PWC and/or PWCS as a sports field.

Building/Field Attendant: DPR employee, assigned to a PWCS facility, responsible for supervisory tasks only in support of community use activities scheduled by DPR.

Certificate of General Liability Insurance: Evidence of fiscal responsibility in the event of personal injury or property damage during use of public facilities. *Certificate must list Prince William County DPR and PWCS as an "additional insured" and carry a minimum of \$1,000,000 in liability insurance coverage for activities.

Custodial Support: Work performed by a PWCS employee responsible for custodial tasks in support of community use and/or school activities.

Designated Contact: Single, primary contact for each applicant sport who deals with field applications and assignments for that sport.

Event: A planned public or private athletic or recreational activity scheduled to take place at a PWCS facility.

Event scheduling software: A web-based application used by DPR and PWCS to schedule athletic activities taking place at PWCS facilities and PWC parks and facilities.

Facility: A building, part of a building, or outdoor area that is built for a specific purpose.

Field Use Permit: A document issued by DPR through its field and facility allocation process indicating that a specific organization/individual has been approved to use a specific field/facility location for a specific period of time.

For Profit Groups: Any group that does not have 501(c)(3) status or organizations that make a profit for individual gain by charging fees for admission, assessing unusual or non-customary fees on players, teams, or participants.

In Good Standing: An applicant (e.g., group, organization, or individual) that has no outstanding bills from PWC or PWCS, or is fulfilling obligations under a payment plan with the County; has no pending criminal or court injunctions against the league/organization or organization officials; and/or has no athletic field and facility use standards violations within the past 12 months.

Manager-On-Duty (MOD): DPR employee, assigned to a PWCS facility, which is responsible for security, supervision, and custodial tasks in support of community use activities.

Not-For-Profit: Groups possessing 501(c) status, as denoted by the IRS, "Letter of Determination," and PWC residents conducting organized athletics, which are not league or team affiliated.

Rental Fees: A per-hour fee assessed to individuals and multi-use requestors to include supervisory and custodial expenses.

Rental Groups: Individuals who informally have joined together to play or participate in a sport or activity, and who do not meet the requirements of a league.

School Security: Work done by PWCS employees consisting of protecting the structural integrity of PWCS facilities and ensuring a safe school environment.

Single-Use Request: A single application requesting only one event.