

COOPERATIVE AGREEMENT

BETWEEN

PRINCE WILLIAM COUNTY

AND

*PRINCE WILLIAM COUNTY
PUBLIC SCHOOLS*

ADOPTED: OCTOBER 2015

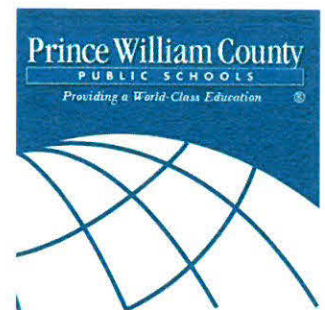


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COOPERATIVE AGREEMENT
between
PRINCE WILLIAM COUNTY
and
PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

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 with Prince William County 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.
 - 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.
 - Provide a standard level of care for county-installed artificial turf fields at middle schools.

I. General Information

- A. In support of this Agreement, PWCS shall make available schools and related facilities for recreational programs administered by the 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. The 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 Attachment C. Any proposals to host tournaments utilizing park facilities shall be submitted to the DPR for approval.
- C. 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 use, both parties mutually agree to advise the other on the 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 will accept from DPR, general field construction and layout guidelines and where possible, will incorporate them into their designs. PWCS will forward to DPR, electronic progress drawings of new facilities and planned site modifications. Comments received from DPR in a timely manner will be considered by PWCS construction staff.
- D. Incidents of abuse or misuse of the facility may warrant cancellation of use of a facility and may result in future denial or access to a facility or site.
- E. On an annual basis, the BOCS and the School Board will meet at their discretion, to review this Agreement and to discuss issues relevant to all agencies. Any changes to attachments will 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 the DPR. The 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 will then be forwarded to the DPR for scheduling.
4. When space is available at 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 the 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 community 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 community use activities will automatically be cancelled. In the event of inclement winter weather, no use of the fields will take place until they are clear of snow and ice.
 - c. DPR sponsored indoor activities can occur at the conclusion of scheduled school related activities until 10 p.m.
 - d. DPR sponsored outdoor activities can occur at the conclusion of scheduled school related activities according to the Scheduling Terms as identified in 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

1. All requests by Prince William County Arts Council members for use of schools and related facilities shall be scheduled through the Prince William County Arts Council liaison through the Facility Scheduling Direct (FSDirect) system.
2. The fees charged to the Prince William County Arts Council organization shall be paid to the school, in advance, as specified in Attachment B.
3. The Arts Council organization understands their use of schools at discounted rates is contingent on their providing proof of liability insurance with the School Division 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. The 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 information on the planned scheduling into FSDirect by DPR and the need for all known school or school-related activities to be entered into FSDirect by school staff at each location.
3. After the scheduled deadlines referenced in Attachment A, additional activities which may affect the scheduled use by the DPR shall be forwarded as soon as known but no less than seven school business days prior to the additional date. The FSDirect system shall be used to provide notifications of additional activities.
4. The DPR shall submit requests and schedule activities for each of the seasons 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 the DPR.
6. The DPR shall input the information into FSDirect for school approval for any indoor request that is outside the parameters of the indoor season. The school designee will approve or deny the use and respond, via FSDirect, within five school business days. Confirmation of supervisory and/or custodial support shall be included with approvals.
7. The school will be required to provide a reason for any denials of use via FSDirect.

D. Professional Sports, Semi-Pro, and Commercial Athletics

1. Professional and semi-professional sports teams will not be scheduled by the 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.

E. Scheduling Instructions

1. Natural grass fields are officially open to the public on April 1 and close on December 1. Artificial turf fields (ATFs) and stonefields will be open to the public year-round, weather permitting. Facility use requests will be scheduled according to the Scheduling Terms of Attachment A.
2. The DPR shall input their requests into the FSDirect system. Schools shall approve DPR activities for each season according to the deadlines as stated in Attachment A.
3. The DPR will invoice their scheduled groups using the estimated supervisory and/or clean-up time schedule. The Superintendent, or his designee, shall input the personnel hours into the FSDirect system on a monthly basis and contact the DPR upon finalization of the invoice.

4. The principal, or designee, shall notify the DPR, via FSDirect, of any changes in school activities that conflict with scheduled DPR sponsored activities. This notification should be given at the earliest possible date 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 cancelled and rescheduled due to an emergency, acts of God, early school closing, or other reasons, the school principal, or designee, shall contact the 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 cancelled. In the event a Divisionwide school cancellation was not initiated, the principal or designee, in cooperation with DPR, shall be responsible in determining if community use activities may be safely held.
7. The DPR shall notify the school principal, or designee, via FSDirect, 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 the DPR has access to approved equipment.
9. DPR permitted activity participants will 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 will occur.
11. Every effort will be made to reach a mutually acceptable resolution between PWCS and the 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. The DPR and PWCS each represent that they maintain, and will 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 will 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. The DPR agrees to maintain the athletic and physical education fields at the elementary and middle schools as identified on Attachments D & E.
- B. Field conditions will be jointly assessed. Any need for field closures, reduced scheduling, and/or improvement plans will be mutually agreed upon. Any mutually agreed upon field closures must be entered into FSDirect by the school.
- C. PWCS shall not be responsible for the lining or preparing of fields for DPR permitted community use.
 - 1. The DPR shall not be responsible for the lining or preparation of fields for school-related activities. The 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 the 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. The DPR will provide field maintenance training/workshops to PWCS maintenance staff, as requested. The loaning of DPR maintenance equipment to PWCS staff will be coordinated as resources are available. Equipment operators of PWCS may be required to attend the DPR training/workshops to help ensure field maintenance renovations are completed to the DPR standards.

V. Personnel Services

A. Duties

1. Indoors

The DPR will be invoiced for services that are not contracted on a seasonal basis, as noted on Attachment B, Schedule of Fees.

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. 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, etc.;
 - e. Ensure that a telephone is accessible for use by the DPR personnel;
 - f. Inform the DPR activity supervisor of any security irregularities;
 - g. Immediately inform the DPR activity supervisor of any damage or dangerous practices observed while on duty;
 - h. Put away equipment, pick up trash, and general clean-up of areas used; and
 - i. Inform the building principal prior to providing additional services that will be chargeable to the DPR.

B. Personnel Payments

1. The DPR will 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 the DPR-sponsored activities shall be paid directly to employees by PWCS, and invoiced to the 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 the DPR as soon as personnel hours are submitted and the 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 Office of Risk Management and Security Services within five school business days. The DPR will be billed for these additional charges.

C. Winter Gym Program Support

The DPR will meet with the anticipated schools that will be used for the Winter Gym Program. Meetings shall normally occur by the end of October with the principal, or designee. The DPR will 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 will provide custodial support and gymnasium set-up during the weekday evenings.
 - b. Weekend support will be provided by the DPR manager-on-duty (MOD) personnel. MOD personnel will be limited to current/retired PWCS employees.

- c. Schools will be asked to identify four to six staff members to be considered by the DPR for MOD hiring and/or approving existing MODs for weekend scheduling.
- d. MODs will be granted access to the following items: facility keys/codes, custodial supplies, and school equipment, as identified in Section IX, A. Recreational Equipment and Facility Amenities.

2. Payments for Winter Gym Use

- a. Custodial services to support the Winter Gym Program shall be invoiced to the DPR for a standard amount of two hours during the weekdays (Monday – Friday), excluding dates staffed by a DPR MOD.
- b. Invoicing shall be completed, via SchoolDude’s FSDirect scheduling system, upon completion of the Winter Gym Program.
- c. Total payment for custodial services in support of the Winter Gym Program will be forwarded to the PWCS Office of Risk Management and Security Services within the current fiscal year.
- d. The DPR will reimburse PWCS for supplies used in support of the Winter Gym Program. Funds are expected to help offset costs associated with DPR community use. Direct costs are items which include, but are not limited to: toilet paper, paper towels, and soap.
- e. The reimbursement will be forwarded within the current fiscal year for all schools scheduling in support of the winter gym program based upon the following:

<150 Gym Hours	\$250/Site
=151 to 299 Gym Hours	\$350/Site
>300 Gym Hours	\$450/Site
- f. Payment for custodial support will be made to the PWCS Office of Risk Management and Security Services at the conclusion of the Winter Gym Program.

VI. Supervision of Indoor Use

- A. The 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, the DPR shall employ for this purpose 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 Office of Risk Management and Security Services or the DPR Sports Services Division 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 will 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, which 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 will be required to undergo appropriate training by PWCS Office of Facilities Services and the DPR.
- 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;
 - For restricting user groups to authorized and scheduled areas; and
 - For reporting irregularities and making safety inspections.
- H. 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 supervisor include:
 - Ensuring users are admitted to the facility at the contract start time and leave at the contract ending 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 utilize the emergency procedures established by the PWCS. Copies of these procedures shall be furnished to the DPR representatives by the Office of Risk Management and Security Services.
- 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.

VII. Supervision of Outdoor Use

- A. The 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 community use groups.
- C. Whenever possible, supervision shall be provided by DPR-trained personnel. To the extent possible, the DPR shall employ for this purpose 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 making 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 contract start time and leave at the contract ending 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. The DPR and PWCS will equally share the costs of the software used to schedule community use events.
- B. All utility costs associated with the DPR non-profit recreational activities conducted indoors or outdoors at school facilities shall be borne by PWCS, with the exception of lighting for artificial turf fields (ATFs).
- C. School buildings will not be set in after-hour or summer utility modes in those areas that are being utilized by permitted community use groups. Building settings shall not be

altered without specific authorization of school officials utilizing FSDirect features.

- D. The utility expense of operating lighted school athletic fields for the DPR non-profit permitted activities will be incurred by PWCS. PWCS will then be reimbursed for lighting costs by the permitted user group. 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.
- E. The utility expense of operating lighted school ATFs for the DPR non-profit permitted activities will be incurred by the School Division. PWCS Office of Facilities Services will then be reimbursed for lighting costs by the DPR.
- F. PWCS reserves the right to decide if and where non-PWCS equipment (e.g. portable toilets, storage sheds) may be placed upon school grounds.

IX. Recreational Equipment and Facility Amenities

- A. Arrangements for the use of school equipment and amenities shall be made by the DPR personnel through the principal, or designee, of the school being used. School equipment shall not be used for the DPR permitted activities without the prior approval of the principal, or designee. If available, equipment and material listed below will 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;
 - Tennis nets; and/or
 - Bleachers.
- B. Where possible, consideration will be given for indoor/outdoor storage of the DPR and/or permitted user equipment at schools being used for community use. Requests for such storage shall be submitted to the principal, who will then forward the request to the PWCS Offices of Facilities Services and the Office of Risk Management and Security 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. The DPR will be invoiced for these services, as stipulated on Attachment B, Schedule of Fees. Groups scheduled through the PWC Arts Council 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 community 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. The DPR will 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. The DPR will not be responsible for the behavior of non-permitted groups.
- C. Damage or breakage as the result of any activity sponsored by the DPR shall be reported to the principal, or designee, as soon as possible.
- E. Damage or breakage which may compromise the security of the facility shall be reported to the PWCS Office of Facilities Services and the Office of Risk Management and Security Services 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.
- F. PWCS maintenance personnel shall assume the responsibility for making the necessary repairs in order to maintain the facility for educational purposes. The DPR shall be responsible for acts and omissions of its own employees and agents to the extent permitted or required by law.
- G. The DPR may invoice permitted community use groups for damage associated with their use of the facility.

XI. General Restrictions/Limitations

- A. Per 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. Per Regulation 775-1, Weapons and Other Prohibited Objects, no weapons or look-a-like weapons may be brought on PWCS property.
- C. Per Regulation 403-1, Use of Tobacco Products, smoking is prohibited in buildings, or any sites operated by PWCS. Anyone who wishes to smoke must do so in designated outdoor smoking areas away from building entrances.
- D. Food and beverages are restricted to areas designated for that purpose. PWCS cafeteria personnel are required to be present when school kitchen facilities are being used.
- E. Parking of vehicles by community use groups on school grounds shall be confined to approved parking areas.

- F. In accordance with PWCS policy, the DPR may request permission to distribute promotional materials to inform the community of program offerings and/or special events.
- G. 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 student-athletes, concussion guidelines and policies. 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 local school division's policies and procedures in compliance with the State Board's Guidelines for Policies on Concussion in Student Athletes.

XII. Implementation and Administration

- A. The DPR and PWCS 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 will provide guidance for upcoming scheduling and the potential need to limit access.
- E. PWCS will provide at least one representative to serve on the DPR Sports Council.

Attachment A
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 the DPR and the PWCS. Therefore, the following procedures shall be used to schedule field use.

- 1) The facility scheduling program called “Facilities Scheduling Direct (FSDirect)” shall be used by both DPR and PWCS for scheduling activities.
- 2) Although individual schools schedule activities through FSDirect, the Supervisor of Health and Physical Education, Driver Education, Athletics, and JROTC shall have final decision making authority regarding scheduling conflicts.
- 3) PWCS shall schedule all site-based activities that impact community use in FSDirect, 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 scheduling on artificial turf fields: The PWCS shall provide the DPR all non-school use hours available with a minimum of 15 hours a week before 10 p.m. per field 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 the 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 the 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 the DPR all non-school use hours available with a minimum of 20 hours a weekend before 10 p.m. for indoor and 15 hours a week before 9:30 p.m. for outdoor facilities.
 - i) No community use shall be scheduled while school games are taking place;
 - j) School fields are for use by permit only; and

- k) Summer scheduling - PWCS shall provide the DPR full access to artificial turf fields outside of in-season middle school practice and planned maintenance activities, on the turf fields. PWCS shall provide the 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.
- 4) After these deadlines referenced in 3a – 3d have passed, the DPR shall enter requests to schedule activities into FSDirect. Each school shall designate a staff position to be responsible for approving scheduling in FSDirect. 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.
- 5) 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 Sport Services staff immediately. If PWCS and the DPR cannot agree to reschedule the DPR activity, then the DPR staff shall contact the Supervisor of Health and Physical Education, Driver Education, Athletics, and JROTC. In resolving the conflict, the Supervisor of Health and Physical Education, Driver Education, Athletics, and JROTC shall make every effort to honor the spirit of this Agreement and balance the needs of parties. The decision of the Supervisor of Health and Physical Education, Driver Education, Athletics, and JROTC shall be final.
- 6) 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 for a classroom.
- 7) PWCS and the 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 will provide guidance for upcoming scheduling and the potential need to limit access.
- 8) School fields shall be taken out of use in coordination with the DPR staff.
- 9) PWCS shall enter retired fields and facilities into FSDirect as unavailable.
- 10) PWCS and the DPR shall not schedule school fields based on grandfathered rights.
- 11) PWCS shall permit portable field lighting, portable toilet units and concessions sales at school sites. Failure to maintain the property and grounds will result in the denial of concession sales in the future.
- 12) The DPR will have access to all locked field gates.

Attachment B
DPR / PWCS / Arts Council Schedule of Fees

<i>School Personnel</i>	<i>Per Hour</i>
Cafeteria Worker	\$35
Custodial Worker	\$30
Faculty Supervisor	\$30
Maintenance Technician	\$42
Student Technician	\$10

<i>Special Fees</i>	<i>Per Hour</i>
1,000 Watt Spotlights	\$10
2,000 Watt Spotlights	\$20
Stage Border Lights	\$10
Self-Contained Sound System	\$20
Built-In Sound System	\$10
Speakers/Mikes, Additional	\$10
Electronic Scoreboard	\$15
Piano	\$10/per use

<i>DPR Personnel</i>	<i>Per Hour</i>
Area Supervisor	\$30
Building Supervisor	\$20
Grounds Manager	\$50
Grounds Technician	\$30
Grounds Supervisor	\$35
Maintenance Worker	\$25
Manager-On-Duty (MOD)	\$30

ESTIMATED CLEAN UP TIMES

Cafeteria or Multipurpose Room

Elementary with Kitchen/without Kitchen	3.5 hours 2.5 hours
Middle with Kitchen/without Kitchen	4.0 hours 3.0 hours
High with Kitchen/without Kitchen	6.5 hours 4.5 hours

Auditoriums

Less than 400 Capacity	2.5 hours
400-699 Capacity	3.5 hours
700-1100 Capacity	5.5 hours
1101 or More	6.5 hours

Gymnasiums/Auxiliary Gyms

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

Classrooms

Classrooms (Elementary and Middle)	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.*

Attachment C
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 the 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. The DPR activities and ongoing rentals take priority.	
Prime Time Rate	\$10 Per Lane, Per Hour
Non-Prime Time Rate	No Charge
MEETS: Pool availability for league meets is scheduled by the 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	\$150 Per Hour (includes access to pool area only)
Non-Prime Time Rate	\$100 Per Hour (includes access to pool area only)
Clean Up Fee	\$100 Flat Fee, Per Meet

GOLF	
Forest Green, Generals Ridge, Prince William Golf, Practice Rounds, and Driving Range	No charge on Monday through Thursday (carts not included).

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

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

Attachment D

PWCS AND THE DPR FIELD MAINTENANCE SERVICES AT PWCS MIDDLE SCHOOLS

Middle School *Athletic Field Maintenance Provided by PWC Department of Parks and Recreation

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	Stonewall Middle
Godwin Middle	Potomac Middle	Woodbridge Middle
Graham Park Middle		

*** The areas to receive maintenance are the field surfaces and approximately 10 to 15 feet around the field surfaces**

General time frame of maintenance will be conducted between the hours of 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 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) will 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 will be dragged/raked up to one time per week; and
- Stonedust will be added and leveled as needed.

Artificial Turf Fields

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

Trash Removal

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

Field Lining for Community Game Use Purposes

- Athletic fields permitted for community use will be lined in accordance with the DPR Community Use Manual; and
- The DPR will 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, the DPR will announce that all school fields are closed to use whenever all park fields are closed to use.
- All community use and school use will be subject to these announcements.

Attachment E

PWCS AND DPR FIELD MAINTENANCE SERVICES AT PWCS ELEMENTARY SCHOOLS

Elementary School *Athletic Field Maintenance Provided by PWC Dept. of Parks and Recreation

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

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

*** The areas to be maintained are the field surfaces and approximately 10 to 15 feet around the field surfaces.**

General time frame of maintenance will be conducted between the hours of 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) will 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 will be dragged/raked up to one time per week; and
- Stonedust will be added and leveled as needed.

Trash Removal

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

Field Lining for Community Game Use Purposes

- Athletic fields permitted for community use will be lined in accordance with the DPR Community Use Manual; and
- The DPR will 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, the DPR will announce that all school fields are closed to use whenever all park fields are closed to use; and
- All community use and school use will 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 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 5 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 Attendant: DPR employee, assigned to a PWCS facility, responsible for supervisory tasks only in support of community use activities scheduled by the DPR.

Certificate of General Liability Insurance: Evidence of fiscal responsibility in 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.

Facilities Scheduling Direct (FSDirect or FSD): A web-based application used by the DPR and PWCS to schedule athletic activities taking place at a PWCS facility 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 the 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) 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 (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."

Rental fees: A per occurrence fee assessed to individual and multi-use requests.

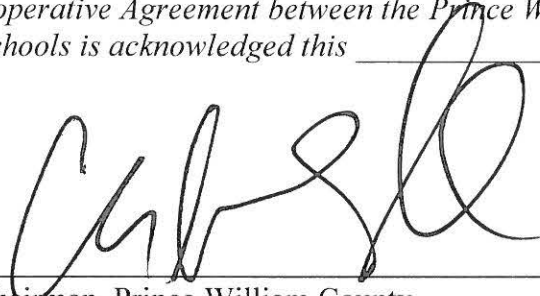
Rental Groups: Individuals who informally have joined together to play or participate in a sport or activity, and who do not meet the requirements of a league.

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

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

Cooperative Agreement Acknowledgment

The attached Cooperative Agreement between the Prince William County and the Prince William County Public Schools is acknowledged this _____ day of _____.



Chairman, Prince William County

10/23/20
Date



Chairman, Prince William County School Board

10/21/15
Date