

BALTIMORE CITY PUBLIC SCHOOLS	BALTIMORE CITY PUBLIC SCHOOLS (CITY SCHOOLS) SPACE AND USE AGREEMENT APPLICATION
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Please complete the appropriate sections and return the completed request to the Office of Real Estate and Permits. All incomplete applications will be returned to the requester.

REQUESTS MUST BE SUBMITTED & RECEIVED BY THE OFFICE OF REAL ESTATE AND PERMITS AT LEAST TWO WEEKS PRIOR TO THE EVENT/ACTIVITY

Certificate of Liability Insurance in the amount of \$1,000,000 naming the Baltimore City Board of School Commissioners for the Baltimore City Public School System (Board) and the Mayor and City Council of Baltimore as additional insureds is required for all requests.
(Parking pass request and City Schools-sponsored activities are excluded.)

City Schools does not waive fees for any organization, group or individual.

The possession, consumption, or distribution of tobacco, alcohol, illegal drugs and all illegal substances at Board school facilities is prohibited.

During the COVID-19 Maryland State of Emergency, it is the user’s responsibility to follow all CDC and/or state and local health department guidelines concerning social distancing, screening, and the use of masks or cloth face-coverings during your event/activity at all times, and to submit a written plan to Baltimore City Public Schools explaining the steps your organization will take to ensure compliance. Furthermore, it is also your responsibility to report any report positive COVID-19 test results from you, anyone in the organization/group, and any participant to the Office of Real Estate and Permits the same day you are informed of the test results. Baltimore City Public Schools reserves the right to limit any event/activity or cancel any Space and Use Agreement due to a positive COVID-19 test.

Type of agreement requested:

Permit Lease MOU Right of Entry Wireless

Section 1: To be completed by <u>All Applicants</u>	
School name and number	
School address	
Name of requesting organization	
Contact person	
Complete address of organization	
Telephone number	
Fax Number	

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Email	
Date of request	
<p>The user shall indemnify and hold harmless the Board, the Mayor and City Council of Baltimore, and their appointed officials, employees, and agents from any and all claims, demands, suits, and actions as a result of issuing a space use agreement. In consideration for being allowed to use school property, I release from liability and waive my right to sue the Board and its employees, officers, volunteers and agents from all claims resulting from my use of the Board’s school property. By signing this agreement, you agree that you, the organization that you represent (if applicable) and all participants (invited or non-invited) attending your event all agree of the terms, conditions and waiver & releases contained within this application. During the COVID-19 Maryland State of Emergency, it is the user’s responsibility to follow all CDC and/or state and local health department guidelines concerning social distancing, screening, and the use of masks or cloth face-coverings during your event/activity at all times, and to submit a written plan to Baltimore City Public Schools explaining the steps your organization will take to ensure compliance. Furthermore, it is also your responsibility to report any report positive COVID-19 test results from you, anyone in the organization/group, and any participant to the Office of Real Estate and Permits the same day you are informed of the test results. Baltimore City Public Schools reserves the right to limit any event/activity or cancel any Space and Use Agreement due to a positive COVID-19 test.</p>	
Signature & date:	

Section 2: To be completed by <u>Permit</u> Applicants Only	
Date(s) of event	
Start and end time of event	
Room number or area to be used	
Type of event	
Number of persons attending	
Number of parking passes needed (Parking Only Permits)	
Is the School charged for the event?	\$
Is there a charge for admission?	\$
Is Heat or Air Conditioning requested for your event? *	Yes <input type="checkbox"/> No <input type="checkbox"/>

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*Engineering Fee of \$100 may apply	
Moon Bounce or any other amusement device used?*(Insurance certificate from owner/operator is required)	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, list all devices: _____
Additional equipment requested*(additional fee may be imposed by the school)	Scoreboard <input type="checkbox"/> PA/Sound System <input type="checkbox"/> Classroom equipment <input type="checkbox"/> Other: _____

Section 3: To be completed by <u>MOU, Lease & Right of Entry</u> Applicants Only	
Requested Space	
Date space is needed	
Total square footage requested	
Number of employees on site	
Program’s function	
Lease term requesting	
Parking needed?	
Floor requirements (1 st , 2 nd , 3 rd , etc.)	
Build out required	
Capital money available for build out	
Outside funding available	
Budgeted Lease money available	
Budget account number(s) – (miscellaneous for utilities, janitorial, taxes, etc...if applicable)	
Budget Analyst Name: Phone Number:	

Section 4: For <u>Wireless</u> Applicants Only
1. Application fee must be attached, make check payable to Baltimore City Board of School Commissioners 2. Complete the Wireless supplemental application

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Section 5: To be completed by <u>School Principal</u>	
Availability of requested area	Yes <input type="checkbox"/> No <input type="checkbox"/>
Custodian needed to grant access to the building?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Type of Custodian	BCPSS Employee <input type="checkbox"/> Contract Custodian <input type="checkbox"/>
Additional school imposed fee for equipment use?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, list equipment type and all additional fees <hr/>
Is Heat or Air Conditioning available for the event?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Approved?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Comments:	
School Principal's signature & date:	

CONTACT INFORMATION:

All requests for space and use agreements, questions, and/or concerns are to be submitted to the following address:

Office of Real Estate and Permits
200 E. North Avenue – Room 409
Baltimore, MD 21202
Phone: 410-361-9210
Fax: 410-545-0975
Email: REO@bcps.k12.md.us

Gregory Gamble, Real Estate Agent
Phone: 443-642-4641
Email: gsgamble@bcps.k12.md.us

Do not email a staff person directly with space and use agreement questions; please use the departmental email.

SPACE AND USE AGREEMENT GUIDELINES:

- A. Permission to use school facilities shall only be granted to users who meet all the standards of the facility use policy FKA. The facility use regulation FKA-RA includes requirements for facility users that include responsibility for any damage to the grounds, buildings, or contents resulting from the use of school facilities. Permission to use school facilities is granted only when a *Space and Use Agreement* has been processed and finalized by the Office of the Chief Operating Officer. Space and Use Agreements are non-transferable and all unauthorized users will be required to immediately vacate school facilities where permission has not been granted.
- B. Organizations wishing to use a school facility, parking lot, and/or field must make an initial request to the school principal. School facilities may only be used at times that will not interfere with regular school sessions and/or other bona fide educational activities and programs of the school system. School principals must consult their master calendar to determine availability of the requested room, location, or field. If a school principal has any concerns related to the request, such as a potential conflict with another scheduled request, he/she should include such comments or concerns in the application. School principals shall also inform the Chief Operating Officer or designee whenever a request is considered unusual or raises a concern (e.g., principal is a relative, has interest in, or is associated with the requesting organization). School principals do not make the actual determination to accept or deny applications. Instead, school principals are to indicate the availability or non-availability and any specific concerns related to the request. The actual or final decision to grant approval is made by the Chief Operating Officer or designee.
- C. Criminal Background Checks

Any user who conducts the following events on/within school facilities is subject to the Criminal Background check provision:

- a. Before & Aftercare childcare programs;
- b. Afterschool program (mentoring and enrichment);
- c. Summer camps; and
- d. Contractor type work (such as construction, repair, and inspection activities) that is conducted during the normal school day.

Effective July 1, 2015, amendments to Section 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence. It is the responsibility of the user to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

Any and all current and future employees or members of user's organization must have a criminal background check and fingerprinting conducted by the Human Resources Department of the City Schools before using a City Schools school facility. Previous background checks will not be accepted. The fee for the background check shall be paid by the user by check or money order at the time the fingerprinting is performed. No person may enter a City Schools school facility until results have been received. Violation of this provision may result in termination of the permit and ejection of the user from the school facility.

Exceptions:

Any Full Day Childcare or Before & Aftercare program that has a Childcare license issued by the Maryland Office of Child Care. The user or lessee must provide the Office of Real Estate and Permits a copy of the license and a list of all employees, staff, agents and volunteers who had their Federal & State Criminal Background checked by the Maryland Office of Child Care.

- D. A certificate of Insurance from an insurance company licensed to conduct business in the State of Maryland must be submitted by all space and use agreement applicants. The applicant must maintain throughout the term of this agreement, a commercial general liability insurance policy with limits of \$1,000,000 and shall name **the Baltimore City Board of School Commissioners for the Baltimore City Public School System and the Mayor and City Council of Baltimore** as additional insureds on the policy. A copy of the insurance certificate shall be presented with the application. If the applicant has any employees on site during activities, the applicant must provide proof of workers' compensation coverage. Exceptions: City Schools, City Schools organized parent groups, government agencies (city, county, state & federal), the Board and requests for parking permits.

Exemption

A Certificate of Liability Insurance naming the Board and the City as additional insureds is not required for regular general meetings of any Community Neighborhood Association, Civic Group or other Community Group that cannot afford to purchase insurance coverage.

- E. Applications must be submitted at least two weeks prior to the event/activity. Applicants shall not negotiate with nor compensate any City Schools staff member directly. Staffing fees must cover a period of time beginning at least one hour before and lasting one hour after the event or meeting.
- F. Following review and acceptance of the application, the applicant shall make payment online or by mail by certified check or money order, payable to the Baltimore City Board of School Commissioners, and submit payment to the Chief Operating Officer's Real Estate section as identified below. Cash, company checks, or personal checks will not be accepted. Failure to make prompt payment will result in cancellation of the application. Upon receipt of payment, verification of the *Space and Use Agreement* will be issued to the following:
1. School principal.
 2. Requesting organization.
 3. Facilities maintenance and operations.
 4. School police.
 5. Department of Finance, Accounts Receivable.
- G. City Schools may refuse the use of any school facility if it appears that the use is likely to provoke or add to a public riot or breach of the peace or create a clear and present danger to the peace and welfare of the City of Baltimore or the State of Maryland. If City Schools must cancel the use of space due to a problem with an approved site, all efforts will be made to arrange an alternative site. When school facilities are closed due to an emergency, inclement weather, or any other event that is beyond the control of City Schools, community-use activities will also be canceled. In such instances, the applicant may request reimbursement of fees or a rescheduled date.
- H. A minimum of three working days prior to the date of the use is required to cancel the permit by the applicant in order to secure a refund. If notice is not given, City Schools will assess fees reflecting all costs incurred.
- I. Inflatable devices
- The owner/operator of any inflatable devices must provide a Certificate of Insurance from an insurance company licensed to conduct business in the State of Maryland. The owner/operator of the device must maintain the following insurance coverage throughout the term of the space and use agreement: a commercial general liability insurance policy with limits of ~~at least~~ not less than \$1,000,000 and shall name the Baltimore City Board of School Commissioners for the Baltimore City Public School System and the Mayor and City Council of Baltimore as additional insureds on the policy. A copy of the insurance certificate shall be presented with the Space and Use Agreement Application. If the

applicant will have any employees on site during activities, the applicant must provide proof of workers' compensation coverage.

- J. Water for portable/inflatable swimming pools, slip and slides and other recreational devices that require water. The user shall not utilize a City Schools water receptacle (spigot, hoses...etc.) to fill or operate any portable/inflatable swimming pools, slip and slides or any other recreational devices that requires water to operate. Exceptions: City Schools, a City Schools organized parent group, or City Schools alumni organization.

K. School Equipment Fees

A school may impose additional equipment fees for users who wish to utilize school equipment during their event. Equipment includes but is not limited to scoreboards, A/V, concession stands and various classroom apparatuses. Payment of these fees must be in the form of a Money Order or Certified Check made payable to: the Baltimore City Board of School Commissioners. **CASH OR PERSONAL CHECKS CANNOT BE ACCEPTED.**

The use of school equipment by a user is solely at the discretion of the School Principal or Administrator. The school has the responsibility to: inform the user in writing of all school equipment fees at the time of initial Inquiry. All monies received by the school must be handled in accordance with Board Policy DMA and Regulations DMA-RA.

Note: In accordance with Board policies, permission to use school facilities will be granted only under the following conditions:

- A. The user shall pay for all necessary fees.
- B. The possession, consumption, or distribution of tobacco, alcohol, illegal drugs and all illegal substances at school facilities is prohibited.
- C. Only the room or area specified in the application and permit is to be used.
- D. The user shall bear the responsibility of all damages to the building or its contents caused by the permit holder and guests of the permit holder.
- E. All meetings held by non-school groups in school facilities shall be open to the public, subject to any admission charge.
- F. City Schools employees shall have access to any part of the school facility at all times.
- G. If police and/or fire department services are needed, it is the responsibility of the organization using the school facility to arrange for these services.
- H. Compliance with Laws. User shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the use of school facilities under the Space and Use Agreement. User's violation of any of these laws, statutes, ordinances, rules, or

regulations constitutes a breach of the Space and Use Agreement and entitles the Board to immediately terminate the users' permit to use the school facility and eject the user.