

## MEMORANDUM OF UNDERSTANDING

### Use of William H. Amoss Performing Arts Center at Harford Technical High School

This Memorandum of Understanding (“MOU”) effective this 13th day of July 2023, by and between the Board of Trustees of Harford Community College, a body corporate and politic of the State of Maryland (hereinafter "College or HCC"), and the Board of Education of Harford County, a body corporate and politic of the State of Maryland (hereinafter "Board or HCPS"). This MOU supersedes all prior or contemporaneous negotiations, commitments, agreements, and writings with respect to the subject matter hereof, and all such other negotiations, agreements, and writings will have no further force and effect, and the parties to any such other negotiation, commitment, agreement, or writing will have no further rights or obligations thereunder.

#### RECITALS

WHEREAS the parties jointly have provided funds to construct and have been using the William H. Amoss Performing Arts Center, as defined in ***Exhibit B*** of this document, which adjoin said auditorium (hereinafter "Amoss Center") in the following proportions: 74% for Board of Education and 26% for the Harford Community College; and

WHEREAS the parties wish to continue to utilize the Amoss Center, adjoining spaces, and the access and egress doors as shown below and in ***Exhibit B*** for theatrical arts and activities including but not limited to presentations, teaching, performances, and such other activities as the parties may agree upon and which the Amoss Center can accommodate; and

WHEREAS the Amoss Center is attached to the South side of the existing Harford Technical High School (hereinafter "HTHS") and is as such located upon Board property; and

WHEREAS the parties acknowledge and agree that the Amoss Center is located upon the real property owned by the Board and, as such, is an improvement located upon the Board's real property, which said improvement is solely owned in fee simple by the Board; and

WHEREAS the parties desire to enter into this MOU for the purposes of setting forth the respective rights and obligations of the parties relative to the use, maintenance, repair, and operation of the Amoss Center; and

NOW THEREFORE this MOU witnesses that in consideration of the mutual covenants and promises herein contained, the parties agree as follows.

#### I. **ADJOINING SPACES**

- |                               |                                  |
|-------------------------------|----------------------------------|
| 1) Theater ticket booth       | 9) Scene Shop                    |
| 2) Building Lobby             | 10) Storage                      |
| 3) Amoss Center Atrium        | 11) Classroom-Southwest of Stage |
| 4) Women’s Room-Atrium East   | 12) Classroom-Northwest of Stage |
| 5) Women’s Room-Atrium West   | 13) Dressing Room-West           |
| 6) Men’s’ Room-Atrium East    | 14) Dressing Room-East           |
| 7) Men’s Room- Atrium West    | 15) Dance Studio                 |
| 8) Receiving and Loading Dock | 16) Green Room                   |

**II. ACCESS AND EGRESS DOORS**

- a. Western perimeter, classroom hallway, 1 double door
- b. Western perimeter, atrium entrance, 3 double doors
- c. Southern perimeter, loading dock, 1 roll up and 2 double doors
- d. Eastern perimeter, side backstage, 1 single door
- e. Eastern perimeter, side Stage, 1 double door
- f. Eastern perimeter, side house, 1 double door
- g. Eastern perimeter, atrium entrance, 3 double doors

**III. TERM**

- a. This MOU shall renew automatically until terminated by either party with a ninety (90) calendar day written notice. Should any event be scheduled by the College beyond the termination date prior to receiving written notice of termination, the MOU shall terminate upon the conclusion of that event.

**IV. USE**

- a. This MOU governs the relationship and shared use of the Amoss Center by the Board and the College. As reflected herein, the Board and the College shall have access to the Amoss Center as mutually agreed. During the use of the Amoss Center and any spaces that are used within HTTHS while the College is accessing the Amoss Center, the College is responsible for compliance with all HCPS policies, procedures, and requirements associated with the use of HCPS facilities, including support services, when requested. Responsibilities of the College are detailed in the [HCPS Use of Facilities \(UOF\) Procedure](#), attached herein as **Exhibit A**, adopted on July 1, 2021. The College shall review the UOF Procedure annually, in July to ensure they are following updated guidelines and requirements.
- b. The following exceptions to the HCPS UOF Procedures, **Exhibit A** are granted to the College:
  - i. UOF application requirement is not applicable.
  - ii. UOF Rental Fees are not applicable.
- c. The Amoss Center, detailed, defined, and outlined in **Exhibit B**, the Board through HTTHS, schedules, uses, and maintains these areas Monday through Friday, 6:00a.m.-2:30p.m. throughout the HCPS school year as officially adopted by the HCPS Board of Education as primary times, except when HCPS is closed per the school calendar, emergencies, or specially scheduled events. This includes access/egress doors.
- d. HCC through its Office of Events and Conferencing exclusively schedules, uses and maintains The Amoss Center as detailed, defined, and outlined in **Exhibit B**, 12 months per year, Monday through Friday, 2:30 p.m.- 6:00 a.m., and 2:30p.m. Friday until 6:00a.m. Monday as primary times. This includes access/egress to doors.
- e. For crossover of any scheduled event from the primary time schedule of HCPS/HTTHS into the primary time schedule of HCC, or vice versa, designated representatives of the two entities will cooperatively arrange for requested schedule accommodations. In the event that the two designated representatives are unable to reach a consensus, disputes will be resolved by both the Director for Events and Conferencing for the College and the Assistant Superintendent for Operations for the Board hereinafter described.
- f. An electronic Shared Calendar will be created, maintained, and hosted by the College, where representatives from both parties have access to view, edit, and make notes.
- g. The Principal of HTTHS or the designated school administrator and the Coordinator for the Office of Events and Conferencing at the College or their designee shall serve as the official contact for all communications between the parties, with regards to schedules and operations of the Amoss Center. Such contact persons shall meet at least twice a year or as often as would be necessary, to coordinate

use schedules and ensure that neither party is unreasonably denied access or request for utilization of the Amoss Center.

- h. In the event a conflict exists between the designated contacts of the two parties, such conflict shall be reported to the Director for the Office of Events and Conferencing (College) and the Assistant Superintendent for Operations (Board) who will attempt to resolve the conflict to the satisfaction of both parties. Should such conflict still exist, the matter shall be referred to the Shared Use Committee hereinafter described.
- i. Neither the College nor HTHS shall utilize the Amoss Center or HTHS premises in any fashion or form which in any way interferes with the operation and functioning of HTHS, the College, or conflicts with the educational mission of the Board as more fully set forth in the Education Article of the Maryland Annotated Code and Title 13A of the Code of Maryland Regulations (COMAR) or of the College, where appropriate. The College agrees that all materials used for public display will be subject to approval by the Board's Superintendent or their designee.
- j. The College agrees that its use of the Amoss Center and the grounds of HTHS shall always be consistent with applicable federal, state, and local law, regulation, and ordinance.

#### **V. MAINTENANCE SERVICES**

- a. The parties agree that responsibility for providing custodial, maintenance, cleaning, cleaning supplies, and snow and ice removal of the Amoss Center are subject to the following conditions:
  - i. Custodial care in preparation for, during, and as a result of all events scheduled at the Amoss Center shall be addressed directly by the scheduling party for the areas defined in ***Exhibit B***. Costs for all other normal and regular custodial care for the Amoss Center will be the responsibility of the Board.
  - ii. Snow and ice removal in preparation for, during, and for a reasonable time period after a scheduled event (period when the event concludes until the using party vacates the premises) at the Amoss Center shall be addressed directly by the scheduling party for the exterior areas highlighted in ***Exhibit B***. Costs for snow and ice removal at times when the Amoss Center is not in use shall be the responsibility of the Board.

#### **VI. SECURITY/SAFETY**

- a. HCC Department of Public Safety will provide periodic patrols of the Amoss Center during the times of use, excluding instances when the Amoss Center is in use by HCPS. HCC Department of Public Safety and event staff, will coordinate security as needed for HCC events in areas outlined by ***Exhibit B***. Such security may include HCC Department of Public Safety personnel, Harford County Sheriff's Office contracted deputies, or other contracted security approved by the College. Alarm calls are reported to HTHS and the Board and require a HTHS custodian to respond accordingly, during usage by HCC or the Board. If an alarm is set off during usage by HCC in areas outlined in ***Exhibit B*** and requires a HTHS custodian to come onsite, a fee may be provided to HCC, per the HCPS UOF Procedures, ***Exhibit A***. HCPS will provide keys to HCC for the Amoss Center; HCC will distribute internally at their discretion.

#### **VII. IMPROVEMENTS, MODIFICATIONS, REPLACEMENT, AND REPAIRS**

- a. Neither party shall make capital improvements or make any renovations, modifications, or alterations to the Amoss Center for the purposes of updating or improving any equipment or any part of the Amoss Center without notifying the other party of the proposed improvement(s). The party proposing the capital improvement shall bear the full and complete cost of such improvement unless both parties agree that the improvement benefits both parties, and they agree to share the cost in some reasonable ratio.

- b. Pending the availability of funds, costs will be shared to repair deficiencies within the Amoss Center (**Exhibit B**) as mutually identified and agreed to by the College and the Board.
- c. The party whose negligence or intentional conduct causes the need for replacement or repair relative to the Amoss Center or other HTHS premises shall bear the cost of any such repair or replacement.
- d. Each party shall be fully responsible for the replacement/repair cost of any items or equipment that were purchased and used exclusively by the party.

**VIII. LIABILITY, INDEMNIFICATION, INSURANCE**

- a. The College shall maintain a current certificate of insurance (COI) with the liability requirements as set forth in the HCPS UOF Procedure, *Risk and Insurance Specifications*. The yearly renewal of the COI will be provided to the Office of Operations, Assistant Superintendent for Operations.
- b. The Board shall provide a letter of self-insurance to the College, annually on the 1<sup>st</sup> of July during the term of this MOU to the Director for Office of Events and Conferencing.
- c. The College shall indemnify, defend, and hold HCPS and the Board of Education of Harford County, Maryland, harmless from and against all actions, liability, suits, damages, costs and expenses arising out of claims for damages or injury to persons or property resulting from the sole negligence of the College or its employees acting within the scope of their employment and in furtherance of the College's performance under this MOU. The College's liability shall be limited to that established and allowed by the Local Government Tort Claims Act, Section 5-301 et seq. of the Courts and Judicial Proceedings Article, Maryland Annotated Code. Further, nothing in this MOU shall affect the College's right to raise, on its own behalf, the defense of sovereign immunity to the extent provided for under Section 5-519 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.
- d. HCPS shall indemnify, defend, and hold the College, its employees and agents, its Board of Trustees and the College Foundation Board harmless from and against all actions, liability, suits, damages, costs and expenses arising out of claims for damages or injury to persons or property resulting from the negligence of HCPS or its employees acting within the scope of their employment and in furtherance of the performance of HCPS under this MOU. The liability of HCPS shall be limited to that established and allowed by Section 4-105 et seq of the Education Article of the Maryland Annotated Code. Further, nothing in this MOU shall affect HCPS' right to raise, on its own behalf, the defense of sovereign immunity to the extent provided for under Section 5-518 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

**IX. UTILITY COST**

- a. The cost of utility service including but not limited to electricity, water, and sewer service to the Amoss Center and HTHS shall be the responsibility of Board.

**X. SHARED USE COMMITTEE**

- a. There is a committee created for the shared use of the Amoss Center. Said committee shall consist of eight members, as follows:
  - i. The Principal of HTHS or designated school administrator (Board)
  - ii. The Assistant Superintendent for Operations (Board)
  - iii. The Executive Director of Facilities Management (Board)
  - iv. The designated contact from the Office of Technology (Board)
  - v. The Director for Office of Events and Conferencing (College)
  - vi. The Director for Campus Operations (College)
  - vii. The Coordinator for Office of Events and Conferencing or designee (College)
  - viii. The Vice President for Finance and Administration (College)

- b. The Committee shall meet, at a minimum, annually, to review and discuss scheduling requirements and activities, to review operation and management of the Amoss Center, and other topics of mutual concern. This meeting will be scheduled annually in June by the HCPS Office of Operations with a mutually agreed upon date.
- c. In the event there is a dispute with respect to the terms and conditions of this MOU by either party's failure to abide by the same, said dispute shall be referred for decision to the Shared Use Committee. The Shared Use Committee shall consider said dispute in whatever procedural manner it deems appropriate. If the Shared Use Committee cannot agree on a resolution, the concern would be escalated to the Superintendent of Schools for HCPS and the President of HCC.

**XI. MODIFICATIONS**

This MOU contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of it in whole or in part unless such agreement is in writing and signed by the parties.

**XII. SEVERABILITY**

The invalidity or unenforceability of any provision of this MOU or any Exhibit thereof shall not affect or impair any of the provisions or the validity or enforceability of the remainder of this MOU or any other application thereof.

**XIII. COUNTERPARTS**

This MOU may be executed in duplicate counterparts. Each such counterpart, if executed by both parties, shall be an original and all such counterparts together shall constitute but one and the same document. This MOU shall not be deemed executed unless and until at least one counterpart bears the signature of each party's designated signatory.

WHEREFORE, the parties intending to be legally bound affix their signatures.

  
Sean Bulson (Jul 17, 2023 07:19 EDT)  
\_\_\_\_\_  
Date: Jul 17, 2023  
Dr. Sean W. Bulson, Ed.D., Superintendent of Schools,  
Harford County Public Schools

  
Carol L. Mueller (Jul 16, 2023 22:01 EDT)  
\_\_\_\_\_  
Date: Jul 16, 2023  
Dr. Carol L. Mueller, Ed.D., President,  
Board of Education of Harford County

  
\_\_\_\_\_  
Date: Jul 13, 2023  
Dr. Theresa B. Felder, Ed.D., President,  
Harford Community College

Attachments:

- Exhibit A- Use of Facility Procedure for Harford County Public Schools (current procedure)*
- Exhibit B- Harford Technical Floor Plan, defining the physical interior areas of this MOU*
- Exhibit C- Harford Technical Property, defining the exterior area of this MOU*

# EXHIBIT A

## PROCEDURE

Harford County Public Schools

PROCEDURE TITLE: <b>Use of Public School Facilities</b>		
ADOPTION/EFFECTIVE DATE: 7/01/11	MOST RECENTLY AMENDED: November 9, 2020	MOST RECENTLY REAFFIRMED:
POLICY/PROCEDURE MANUAL SUMMARY CATEGORY: District Management		

### Purpose

The purpose of this procedure is to establish criteria, rules, and regulations regarding the use of Harford County Public Schools (HCPS) facilities in accordance with Section 7-108 of the Education Article of the Maryland Annotated Code Exhibit A.

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### **I. Definitions**

1. **FACILITY:** Any school building, office, equipment, or property owned or leased by the Board of Education of Harford County.
2. **SCHOOL SPONSORED:** Any curricular or extra-curricular program or activity that is directly affiliated with the programs of the school system or directly affiliated with a particular school within HCPS and which is under the control and supervision of HCPS.
3. **SCHOOL AFFILIATED:** Any organization, group, program, or activity that is directly supported by the Board. These groups are affiliated with the school's educational program or sponsored by the Parent Teacher Association, the Harford County Council of PTSA's, Booster organizations, or officially recognized employee organizations.
4. **NON-SCHOOL AFFILIATED:** Any organization, group, activity, or program that is not school sponsored or school affiliated. Organization must be able to provide evidence of being established in Harford County.
5. **COMMERCIAL:** Companies, corporations, organizations, partnerships, or groups which do not possess 501(c) (3) status.
6. **ORGANIZATION:** The applicant or user group that is named on the application and requesting the use of school facilities.
7. **DESIGNATED REPRESENTATIVE:** The person to be contacted regarding any matter pertaining to the use of facility application.
8. **ON-SITE REPRESENTATIVE:** The person to be the main point of contact during a scheduled event and is responsible for all on-site event coordination. This person will remain on site during a scheduled event and until the conclusion of the event. The on-site representative will coordinate event preparation and site restoration activities, monitor program participants, and ensure proper use and security of the facility during the applicant's use of facility.
9. **NON-PROFIT:** An organization or group named on the application requesting the use of school facilities with documentation reflecting that such group or organization has received 501(c) (3) status from the Internal Revenue Service (IRS).
10. **INSTRUCTIONAL EQUIPMENT:** All equipment that is the property of, or leased by, HCPS normally used to deliver the instructional or administrative programs such as audio-visual equipment, business machines, computer hardware and software, musical instruments, science equipment, technical education equipment, family and consumer science equipment, and similar equipment.



11. **INSTRUCTIONAL SUPPLIES:** Any item used by the school and which is consumed when used.
12. **NON-INSTRUCTIONAL EQUIPMENT:** Cafeteria and food services equipment, bleachers, backstops, shower room equipment, stage equipment, furniture, ladders, lifts, and other similar equipment.
13. **ATHLETIC FIELDS:** Areas which are part of a school site designed or intended to be used for sports, interscholastic athletic games, or which are routinely used for such activities.
14. **AUTHORIZED ATHLETIC ACTIVITY:** Interscholastic athletics, an athletic contest or competition, practices and/or scrimmages that are sponsored or associated with a school. This includes cheerleading and sports sponsored by school affiliated organizations.
15. **VENDOR:** One who sells products, merchandise or services when selling occurs during events including, but not limited to, yard sales, craft fairs, antique fairs, flea markets, holiday shops/winter bazaars, and exhibitions.
16. **GAMBLING:** To play games of chance for money or some other stake.
17. **FUNDRAISING:** The soliciting of money for a purpose or cause.
18. **CATEGORY INTERNAL:** Board of Education (Board) and HCPS school sponsored events are given priority over all applicants. Internal activities included use by the Board, the Local Schools, and HCPS departments/offices, including student clubs, and employee organizations. The coordination of use with the Harford County Department of Parks & Recreation (Parks & Recreation) for use of artificial turf fields is controlled by the Memorandum of Understanding (MoU) between the Board and Parks & Recreation. The coordination of use with Harford Community College (HCC) for the use of the Amoss Performance Arts Center (Amoss Center) at Harford Technical High School is controlled by the MoU between the Board and HCC.
19. **CATEGORY A:** PTA/Booster and other groups directly supported by the Board. Category A is given priority over applicants excluding Category Internal. Category A includes school affiliated groups, citizen advisory groups, and employee associates.
20. **CATEGORY A-1:** Town of Bel Air sponsored events only at the Bel Air High School auditorium. Category A-1 is given priority over applicants excluding Category Internal and Category A (school affiliated groups/organizations) only when scheduling use of the Bel Air High School auditorium.



21. CATEGORY A-2: Harford Community College sponsored events only at the Amoss Center at Harford Technical High School. Category A-2 is given priority over applicants excluding Category Internal and Category A (school affiliated groups/organizations) only when scheduling use of the Amoss Center.
22. CATEGORY B: Harford County Department of Parks & Recreation, per the joint use agreement with HCPS, is given priority over applicants when scheduling use of HCPS facilities excluding Category Internal, A, A-1 (when using the Bel Air High School auditorium) and A-2 (when using the Amoss Center).
23. CATEGORY C: Activities directly associated with Harford County Government, Harford County Municipal/Town Governments, Government agencies, Harford Community College, Harford County Cultural Arts Board (HCCAB), and youth organizations (i.e. Boy Scouts and Girls Scouts).
24. CATEGORY D: Non-profit, arts organizations (other than those sanctioned by HCCAB), social, recreational, community improvement organizations, service clubs, civic organizations, adult recreation groups (other than those sanctioned by Parks and Recreation), and religious organizations (i.e. for religious services.)
25. CATEGORY E: Commercial (to facilitate community meetings that are open and at no cost to the public) and private schools.

## **II. Application Process**

1. Application for use of an HCPS facility or grounds must be submitted through the HCPS' Use of Facilities (UOF) Online module. The UOF Online is a web-based application through which requests for use of HCPS property are submitted and processed electronically. The UOF Online can be accessed through the HCPS public website at the following location: [www.HCPS.org](http://www.HCPS.org) – Community – [Use of Facilities](#) .
2. A UOF application is required for all external activities taking place during or after school is dismissed. An internal UOF application is required for all activities taking place that includes public access, assemblies with outside organizations, activities that utilizes outside vendor services, or weekend activities. A UOF application is not required for school athletics or after school clubs occurring on a school day.
3. Applications for use of an HCPS facility or grounds must be submitted to the **school UOF Coordinator at least five (5) weeks** prior to the scheduled date of the event or activity to request use of the facility.
4. School based UOF Coordinator determines eligibility and availability for groups and activities. Questions and disputes regarding eligibility will be directed to the Office of Operations for a final determination.

5. The UOF Coordinator must review, approve, and process electronic applications to the **Office of Operations** for processing, final approval, and determination of fees and charges **at least three (3) weeks** prior to the scheduled date of the event or activity.
6. All HCPS employees submitting applications for outside activities/organizations that are not school sponsored must use a personal email, or an email specific to the organization sponsoring the event.
7. The UOF Coordinator shall not schedule events or activities if adequate custodial coverage is not available.
8. During use for a large school sponsored event, additional and individualized risk management considerations regarding the planning of safety, security, and/or nurse(s) from a health suite may be required.
9. Prior to the activity, the UOF Coordinator may request a meeting with the organizations' sponsor and/or supervisory staff for planning purposes. The designated representative of the organization shall honor this request.
10. The electronic notification will notify the Designated Representative of the estimated fees and charges, requirements for applicable insurance, permits, and/or other conditions. An invoice, if applicable, will be emailed to the Designated Representative after the event.
11. School affiliated groups may not sign an agreement or contract with outside vendors prior to receipt of an approved UOF application.
12. Applications requesting use of school facilities shall not exceed a maximum term of one year.
13. The Superintendent reserves the right to waive any and all conditions of the procedure and to stipulate additional conditions if such action is in the best interest of the community and/or school system. Any waivers must be requested, in writing, and directed to the attention of the Superintendent.
14. Nonprofit Organizations requesting use of HCPS facilities for long term, continued consecutive usage for more than a month (example: religious services), are required to undergo a vetting process and must submit a Use of Facilities application for review and approval. Requesting organizations should allow 4-6 weeks for the vetting process to be completed. Approval is contingent upon receipt of documentation showing evidence that the requesting organization is a bona fide organization operating in Harford County. The following supporting documentation must be submitted to the Office of Operations for review:
  - a. Proof that you are established in Harford County for a minimum of one year.
  - b. Full Articles of Incorporation and bylaws (or equivalent).

- c. Listing of the Board of Directors or governing body.
- d. Copy of the 501(c)(3) document from the Internal Revenue Services.
- e. Certificate of Insurance.

### III. Rules and Regulations

#### A. General Prohibitions

1. The following is prohibited in HCPS facilities:
  - a. Any use by a person or entity that does not qualify as an applicant.
  - b. Use without an approved UOF application.
  - c. Non-compliance with established conditions for use.
  - d. Organized sports, camps, or recreational team and club activities not endorsed or affiliated with HCPS or Parks & Recreation.
  - e. The sale, use, or possession of illegal drugs, weapons, alcohol, or any tobacco product.
  - f. Any use which creates or reasonably might create material and substantial disruption to the school environment.
  - g. Middle and high school dances, proms, or after proms, other than those sanctioned by a school sponsored request.
  - h. Any use which is not free and open to the public (including private parties, weddings, and celebrations.)
  - i. Any use for private fundraising purposes, for private exhibitions, by persons or groups using the facilities for financial gains that are not directly affiliated with the Board.
  - j. Any use by groups that are not directly affiliated with the Board which requires payment for admission or a participation fee.
  - k. Any use that violates other HCPS safety protocols, such as the use of inflatable amusement activities (ex. bounce house, sumo wrestling inflatable suits), animals outside of the “Animals in HCPS Buildings or Properties Procedure,” extreme performance (ex. BMX bike displays), and open flame or extreme heat (ex. Raku kilns, wax hands). New activities may require a risk management review to determine safety and appropriateness for the use of HCPS facilities.
  - l. Any use that violates the resale law (Product Safety Improvement Act of 2008). Additional information may be obtained at <http://www.cpsc.gov> or (800) 638-2772.

#### B. Permitted Uses Subject to Limitation

1. Fundraising is prohibited unless organized and planned by a school sponsored group/organization, school affiliated group/organization, or a Parks & Recreation sanctioned organization.
2. In cases where a vendor is engaged during fundraising activities for schools only, the school sponsored group or school affiliated group must establish a partnership agreement with the vendor that will delineate the benefits to the school profit sharing, school building

improvements, donations, instructional materials, volunteer hours, tutoring, mentorships or general support. It is the responsibility of the school sponsored or school affiliated group and the vendor to negotiate the terms of this partnership. It is the responsibility of the school sponsored or school affiliated group to ensure the products for sale do not violate any federal, state or local law, or school policy and/or procedure, and that all concession activities are in compliance with the local Health Department.

3. Due to recognized safety concerns and documented injuries, the sponsoring organization may be required to submit a list of activities planned for the event. Prohibited events at all HCPS facilities include, but are not limited to, color runs, inflatables, wax hand machines, heat lamps, and fog machines (other than those used during drama /theatrical school sponsored events). Questions can be directed to the Office of Operations at (410) 588-5256.
4. Sale of any items or services is not permitted unless such sale is part of an authorized fundraising effort for the benefit of students, school programs or school affiliated groups.
5. Gambling is prohibited on school grounds or in schools, except recreational bingo-type and raffle activities are allowed as part of a fundraising effort as provided herein. In all cases, the school sponsored, school affiliated group, or Parks & Recreation sanctioned organization shall be responsible for facilitating the activity, as well as obtaining proper licensing through the Harford County Sheriff's Office, if applicable. A vendor is not permitted to do this on his/her own behalf.
6. Animals are not allowed on school property, with the exception of service animals or animals used as part of the curriculum.

### **C. Priorities of Use**

1. The following order of priority shall be used in scheduling facilities use activities under this procedure:
  - a. First priority: Use for any school sponsored activity, the Bel Air High School auditorium by the Town of Bel Air; and the Amoss Center at Harford Technical High School by Harford Community College. (Use by Category Internal; A; A-1; A-2 groups)
  - b. Second priority: Use by the Harford County Department of Parks & Recreation. (Use by Category B group)
  - c. Third priority: Use by Category C group.
  - d. Fourth priority: Use by Category D & E groups.
2. Priority of use for the following facilities is governed and controlled by separate agreements or procedures:
  - a. Amoss Center at Harford Technical High School

-If applicant is not affiliated with HCPS, applicant must apply for use of the Amoss Center through Harford Community College per the Memorandum of Understanding dated, October 25, 2000.

- b. Bel Air High School Auditorium, Town of Bel Air, per the Memorandum of Understanding dated September 30, 2009.
3. In accordance with the Joint Use Agreement between HCPS and Parks & Recreation, certain portions of school facilities and grounds are made available to Parks & Recreation at reasonable times and starting no earlier than the end of the school day for the purpose of providing sporting and recreational programs and activities for the citizens of Harford County. Outside organizations that are not affiliated with HCPS cannot utilize HCPS facilities for organized sports, camps, or recreational programs without the endorsement of Parks & Recreation. Outside organizations wishing to sponsor a sporting event or recreational program should contact Parks & Recreation, as necessary to obtain the endorsement of Parks & Recreation, and to meet all requirements as set forth by the local recreation council responsible for recreational programs offered at the preferred school.

### **D. General Requirements and Conditions of Use**

#### 1. General Conditions

- a. All applicants must complete a UOF application and follow the application procedure set forth in Section II, entitled Application Process.
- b. The organization/user group sponsoring, directing, and controlling the activity is responsible for compliance with all federal, state, and local laws, rules, and regulations.
- c. The organization/user group sponsoring, directing, and controlling the activity is responsible for compliance with all HCPS policies, procedures, and requirements associated with the use of HCPS facilities. Responsibilities would include, but are not limited to, the full compliance with the application for use process, meeting all insurance and liability, supervision, safety/security, and fiscal management requirements.
- d. During circumstances involving a public health and safety emergency or concern (e.g. a pandemic), organizations requesting use of HCPS facilities must adhere to federal, state, and local laws and guidance, which may include public health and safety provisions. During such circumstances, to ensure compliance, this may include the submission of organization or activity specific health and safety plan related to current emergency conditions prior to an application being approved for use of an HCPS facility.
- e. All applicants shall pay any and all required fees pursuant to and in accordance with the fee schedule, Exhibit C, entitled Schedule of Rental Fees and Exhibit B, entitled Categories of User Groups and applicable Charges are attached to this procedure.

- f. All applicants, by signing the UOF application, consent to the terms and conditions set forth therein, and agree to comply with all the provisions of this procedure including Section VI, entitled Risk and Insurance Specifications.
- g. All applicants shall identify a designated representative who will serve as the point of contact when coordinating the use of a school facility.
- h. All applicants shall identify an on-site representative that will remain on site during a scheduled event and until the conclusion of the event. The on-site representative will coordinate event preparation and site restoration activities, monitor program participants, and ensure proper use and security of the facility during the applicant's use of facility.
- i. Before an individual participates in an authorized athletic activity on school property, a local board must provide, or require a third party to provide, information on concussions/head injuries and cardiac arrest to the individual and, if applicable, to a parent or guardian. The individual and, if applicable, the parent or guardian, must acknowledge receipt of the Concussion Awareness and Cardiac Arrest Prevention Program.
- j. A youth sports program that uses a public school facility must annually provide to the local board (or the Board's agent) a statement of intent to comply with the bill's requirements for the management of a concussion or other head injury of a participant and cardiac arrest prevention.
- k. Youth sports programs must make the information on concussions and head injuries developed by Maryland State Department of Education available to coaches, youth athletes, and parents or guardians, per HB858/SB771 (July, 2011) Education - Public Schools and Youth Sports Programs - Concussions Exhibit D.
- l. Youth sports programs must make the information on sudden cardiac arrest prevention developed by Maryland State Department of Education available to coaches, youth athletes, and parents or guardians, per HB427 (July, 2014) Education - Public Schools and Youth Sports Programs – Sudden Cardiac Arrest Prevention Exhibit E.

### **E. Hours of Operation**

- 1. A UOF application is required for all external activities taking place during or after school is dismissed. An internal UOF application is required for all activities taking place that includes public access, assemblies with outside organizations, activities that utilizes outside vendor services, or weekend activities. A UOF application is not required for school athletics or after school clubs occurring on a school day.

2. The hours of operation for outside group use of facilities shall normally be restricted to one hour after class dismissal at the respective elementary, middle, or high school level until 10:00 PM on regular school days, and from 8:00AM to 10:00 PM on weekend days. Gymnasium and outside athletic field use times may be adjusted at the discretion of the school principal or UOF Coordinator.
3. Use of school facilities is prohibited when schools are cancelled for inclement weather, utility outages, or other facility emergencies; or when schools and offices are closed for designated holidays or election days. If schools are closed for any inclement weather or emergency reasons on a Friday, all use of facilities will generally be cancelled for the ensuing weekend.
4. Request to use school facilities when schools and offices are closed is required, in writing, for special approval and consideration. Such request must describe the activity and identify the date of use.
5. The use of school facilities during weekends may be restricted, modified, and/or revoked when inclement weather occurs, or when building maintenance or construction is required. Every effort will be made to notify user groups in a timely manner if previously scheduled events must be cancelled or rescheduled.
6. The use of school facilities during the summer or during extended holidays, or at any other time may be restricted, modified, and/or revoked when building maintenance or construction is required. Every effort will be made to notify user groups in a timely manner if previously scheduled events must be cancelled or rescheduled.

#### **IV. Supervision**

##### **A. Responsibilities of the user group/sponsoring organization.**

1. The party directing and controlling an event or activity is responsible for supervising, monitoring, and controlling building access.
2. During use for a large event, additional and individualized risk management considerations regarding the planning of safety, security, and/or nurse(s) from a health suite may be required.
3. During use for school sponsored events, the school principal and the on-site representative are jointly responsible for ensuring that organizations/groups are properly supervised. For school sponsored groups, an administrator, or designee, (assistant principal, athletic director, or staff member) must be present during the time the building is in use to supervise planned activities.
4. During use by a school affiliated or a non-school affiliated organization/group, the on-site representative is responsible to ensure that school affiliated and non-school affiliated



organizations/groups are properly supervised when using an HCPS facility. The on-site representative must be present during the time the building is in use to supervise planned activities. Members of the school administration are not to provide supervision during a school affiliated or a non-school affiliated event.

5. Only persons authorized to open and secure the HCPS facilities, as well as operate the security system can do so. Assignment of security codes and access to school facilities must be coordinated through the HCPS Office of Safety and Security.
6. During use by non-school affiliated organizations/groups, or when it is determined that building heating and cooling systems must be operating, a member of the school's custodial staff, who is trained to operate this system, must be on duty during the time the school is being used by any group. The custodian must be compensated as outlined herein, unless his/her assignment to regular duty coincides with the time of use by the group. The duties and responsibilities of the custodian shall only be to care for Board property, to provide light, heat, air-conditioning, and to provide access to the space. It is not the responsibility of the custodian to monitor or supervise user group activity.
7. The Office of Operations, and/or school principal, may require more than one custodian, special technician, or on-site representative be present if the function is large or involves the use of special facilities or services.

### **B. Responsibilities of HCPS' Custodial Personnel**

1. During Normal Work Shift
  - a. Groups using the facility shall acknowledge that the custodian is assigned and employed to care for Board property; to provide light, heat, air-conditioning, and to provide access to the space.
  - b. The custodian will remain on duty during the entire period and be responsible as an HCPS representative for the time the facility is being used by the group.
  - c. When the function for which the facility was secured has ended, the custodian shall close all windows, lock all doors, secure the building, and make a record of any damages incurred.
  - d. The custodian shall be responsible to comply with reasonable requests such as moving HCPS tables, setting up HCPS folding chairs, or other similar arrangements that were made in advance, or as outlined on the approved application form. Custodians are not permitted to set up tables, chairs, or any other merchandise/products/equipment that is not owned by HCPS.

### 2. Beyond Normal Work Shift

- a. For activities that occur beyond normal working hours, (as described under "Hours of Operation") and when building services personnel are working on an overtime basis, the following duties will be performed:
  - i. The custodian shall arrive at the school at least thirty minutes before the scheduled activity; check heating/cooling system upon arrival.
  - ii. The custodian will unlock the necessary doors and turn on lights, as needed.
  - iii. The custodian shall set up HCPS furniture, as needed, for the activity. Custodians are not permitted to set up tables, chairs, or any other merchandise/products/equipment that is not owned by HCPS.
  - iv. The custodian shall be available to assist the organization during the activity with routinely assigned duties (empty trash, maintain restrooms, emergency clean-up, etc.), and inspect the areas.
  - v. The custodian will lock all doors and windows after the group has left, clean areas, turn off all lights, and secure the building.
  - vi. It is not the duty of the custodian to discipline, supervise groups, or to maintain order.
  - vii. HCPS staff must be paid by HCPS, cannot be paid by the requesting group, or volunteer their support services.

### C. Safety/Security Requirements

1. All applicants using facilities shall comply with federal, state, and local laws and all regulations and policies of the State Board of Education, the Harford County Board of Education, the local Health Department, and the State of Maryland Fire Marshal.
2. The applicant shall ensure that identification badges or "labels" shall be worn and properly displayed by the on-site representative and other representatives responsible for facilitating, participating and/or supervising the activity. The information should include the name of the person and the name of the user group and activity.
3. Access control
  - a. Exterior doors shall remain locked. A door monitor (representative of the organization) shall be assigned to be physically present at the point of entry to control ingress and egress and to allow passage for participants. The applicant shall inform participants to arrive no earlier than fifteen minutes prior to the scheduled starting time of the activity and to leave the facility within fifteen minutes after the scheduled ending time of the activity. The door monitor assigned to control the point of entry shall not vacate the facility until all participants/spectators have exited.
4. The on-site representative is responsible for all individuals they allow into the program to spectate or participate.

5. Building custodians are not responsible for supervision or monitoring points of entry for the using organization and its participants.
6. The on-site representative shall inform the custodian on duty that the activity is concluded and that the building/room may be secured.
7. The on-site representative shall ensure that he/she has access to a cellular telephone to reach law enforcement or emergency personnel should the need arise.
8. The on-site representative shall observe all fire regulations and make themselves familiar with emergency exits and the location of the fire alarm pull stations throughout the section of the building they are using. The on-site representative shall see that exits are left clear for any emergency that may arise. No flammable decorations or items, nor any volatile liquids, explosives, or any device producing open flames, will be used. Electrical equipment that has been brought in shall not be used without first securing permission from the school principal.
9. Users shall observe established room capacities and any decreases in the room capacity caused by the nature of the event or configuration of the space. It is the responsibility of the organization to take appropriate measures to ensure room capacities are not exceeded.
10. Failure to enforce safety and security requirements may warrant the immediate suspension of the program and denial of future use by the applicant.
11. Use of tents on HCPS property:
  - a. The following tents require a permit through Harford County Government
    - i. Tents greater than 350 square feet.
    - ii. Tents intended for use by 50 or more persons.
    - iii. Tents with temporary wiring or electrical work.
  - b. No cooking facilities or generators can be contained within a tent unless a permit to do so is obtained through Harford County Government.
  - c. The vendor providing the rental tent is responsible for set-up/break down.
  - d. Clear ingress and egress must be maintained regarding the tent.
  - e. Tents must follow the manufacturer's recommended set-up and instructions. These guidelines must also be followed for hanging materials on the tent, tent capacity, weather guidelines, and flame-resistant certifications.
  - f. Tents shall not be used as safe shelters in emergency situations.

### **D. Supervision and Obligations of Designated Representative and On-site Representative**

1. The organization using the facility must accept full responsibility for providing personnel to control access and supervise participants, corridors, and other areas of the facility in order to limit those in attendance only to that part of the facility that are expressly approved for use. Permission to use the facility governs and extends only that part of the premises

assigned to the adjacent lavatories. The on-site representative must ensure the area used is restored to its original condition after use.

2. The on-site representative must see that proper use is made of that part of the building requested and that care is taken of all equipment contained therein.
3. The on-site representative and custodian on duty will exchange contact information of the during the activity. The on-site representative shall cooperate with the designated custodian on duty in meeting reasonable requests such as moving tables, setting up folding chairs, or other similar arrangements.
4. The on-site representative is responsible for all event coordination and must ensure security, supervision, and emergency response requirements are followed. The on-site representative must also ensure the audience, spectators, and/or participants use only that part of the building requested by the using organization or group. Other parts of the building must not be used.
5. The applicant shall make no alterations or adjustments and bring no large pieces of equipment into the building without securing permission from the school principal.
6. The designated representative shall arrange, in advance, to have the part or parts of the building made available for use.
7. The applicant, designated representative and on-site representative shall assume complete responsibility for prohibiting the use of drugs, alcoholic beverages, tobacco products and weapons in the buildings, and/or on the premises, in keeping with the Public School Laws of Maryland. The on-site representative shall immediately report to the custodian on duty and/or law enforcement any suspicious activity that is observed or that comes to their attention.
8. The user group/organization/designated representative shall assume personal financial responsibility for breaking or damage to the building or equipment that may result from its use.
9. The on-site representative shall leave the facility in as good condition as it was prior to use, except ordinary wear and tear.
10. The applicant will obtain law enforcement supervision for the function or activity, when required by the Office of Operations, the school principal, or when the need is apparent, as felt by the applicant. Any cost involved for this supervision shall be borne by the applicant.
11. Failure to provide adequate supervision requirements may warrant the immediate suspension of the program and denial of future use by the applicant.

### **E. Care/Condition of Facility**

1. The on-site representative, with the custodian on duty, shall check the condition of the facility to be used before and immediately after the activity. Any abnormality or misuse of the facility, damage, or destruction of property, etc., shall be documented, signed by the on-site representative and custodian. The custodian will give the document to the school principal the next working day. A copy of the document shall be provided to the designated representative of the using group.
2. In the event that an applicant damages the facility, the school principal, UOF Coordinator, and facilities management department personnel shall jointly determine the amount of damage. The applicant shall then be billed for such damages and repairs.
3. Applicants accept all facilities in "as is" condition.
4. No alterations may be made to the school facilities or grounds without permission from the school principal and the Office of Operations. Applicants shall not be allowed to dig holes or drive supporting stakes; only portable booths will be permitted. Stakes are not to be driven in the hard surface area. Lines are not to be painted on tennis or multi-use courts or any other hard surface area.
5. The applicant shall not place tables, chairs, or benches on the playing surface of tennis or multi-use courts. Applicant shall not bring heavy mechanical equipment on the grounds except in driveways and parking areas. Portable booths and equipment shall be removed immediately after the activity. The Parks & Recreation is permitted to place appropriate equipment such as scorer's table, team benches, bleachers and other equipment required to conduct the athletic event or activity. In addition, Parks and Rec is permitted to bring mechanical equipment onto the grounds to provide maintenance activities as outlined in the separate "Joint Use Agreement."
6. Advertising – All advertising is governed by Board Policy Number 06-0024-00 and must be approved pursuant to such policy.
7. Outside organizations cannot store items or equipment in HCPS facilities or on HCPS property.

### **F. Parking**

1. Parking is limited to the designated areas on the school property and is restricted in fire lanes, access lanes, loading areas, and in areas appropriately marked. Failure to adhere to these provisions may result in the issuance of traffic citations by local law enforcement authorities.

2. Parking of tractor-trailers, dump trucks, recreational vehicles, off-road vehicles, and other designated vehicles is strictly prohibited, unless exception in writing by the Superintendent of Schools or designee.

### **G. HCPS Instructional Supplies, Equipment, and Furnishings**

1. Instructional - Except for use of the school piano and/or organ, instructional equipment may not be used. If the piano and/or organ are to be used, it may not be removed from the assigned location without prior approval of the school principal. The school principal may deny use of the piano and/or organ.
2. Non-Instructional - Use may be made of non-instructional equipment under direct supervision of school personnel and with prior permission of the school principal. Non-instructional equipment includes, but is not limited to, showers, bleachers, cafeteria equipment, stage equipment, stepladders, furniture, etc. School furniture designed for interior use and normally used inside may not be used outside the building. No equipment may be removed from the school premises.
3. Use of Instructional Supplies - Instructional supplies may not be used or consumed by applicants. Instructional supplies may not be lent or traded or encumbered under any circumstances. This provision shall also apply to food service commodities. Custodial supplies shall be provided as required.
4. Technical Equipment - Use of technology equipment by an outside organization is not permitted. Rental, operations, and special fees may be assessed for use of projectors and sound equipment. Technology equipment cannot be taken outside, used outside, or removed from the school premises. Non-HCPS computers are not permitted on HCPS Network. Access to HCPS Guest Wi-Fi should be coordinated through your UOF Coordinator at the school or building of use.

### **H. Food and Concessions**

1. The opportunity to provide food concession sales during an event sponsored by a non-school affiliated organization will first be offered to a school affiliated group. Applicants shall only be allowed to sell, or allow anyone acting under the authority of the applicant to sell, any food or beverages while using a school facility provided that no school affiliated group wishes to do so and provided that the applicant has approval from the Health Department.
2. When using a school kitchen facility or equipment, a food and nutrition employee must be present and paid for their services by the organization sponsoring the activity. HCPS staff must be paid by HCPS, cannot be paid by the requesting group, or volunteer their support services.

3. For school sponsored activities involving students:
  - a. Only pre-packaged foods and baked goods are acceptable.
  - b. Food prepared and delivered by a properly licensed commercial establishment, i.e. (pizza, subs, sandwiches,) etc., are acceptable.

### **I. Wellness Activities**

1. Wellness activities for employees that occur outside of the school day must be submitted on a Use of Facilities application.
2. Wellness activities occurring outside of the school day must be limited to actively employed HCPS employees only. Examples of such activities are the use of school facilities by staff for yoga, basketball, weight training, etc.
3. Parks and Rec should be contacted for sponsoring wellness type activities that would include or be offered to non-employees, as well as non-active employees such as individuals that have retired from employment with HCPS.
4. Wellness activities involving students must be facilitated at the direction of the HCPS Physical Education Department or a Certified Trainer. The Certified Trainer must provide and maintain insurance documentation for the wellness activity.

### **J. Fees Structure**

1. The Superintendent or designee establishes the schedule of fees.
2. Fees may be adjusted annually to address increases in expenses incurred by HCPS.
3. The applicant will receive an estimate of charges based upon the approved use of school facilities application form. An invoice will be sent to the applicant by the Harford County Public Schools' Office of Operations after the exact charge and fees have been determined. Remittance of charges shall be made payable to the Board of Education of Harford County and sent to the Office of Operations at:

Harford County Public Schools  
**Attention: Office of Operations**  
A.A. Roberty Building  
102 S. Hickory Avenue  
Bel Air, Maryland 21014

4. Charges for the use of facilities include: rental and administrative fees, custodial fees, operations fees (electricity, air conditioning, heating, ventilation, water and sewage, and maintenance fees), and special fees (additional custodial, cafeteria personnel, technical supervisor and staff members), cancellation fees, expendable supplies fees, and any other specific fees determined to be required by HCPS. A copy entitled Categories of User



Groups and Applicable Charges is attached to this procedure as Exhibit B. A copy entitled "Schedule of Rental Fees," is attached as Exhibit C.

5. The following rates are presently in effect in accordance with the Schedule of Rental Fees:
  - a. ADMINISTRATIVE FEES- An administrative fee, in the amount of \$25.00, is applicable to categories of users as noted in Exhibit B, to cover the cost of processing applications, invoicing, and coordination with the schools.
  - b. RENTAL FEES- Per a minimum of four (4) hours. Fractions of hours are not pro-rated. Extensions beyond the first four (4) hours will require additional fees. (Rental fees do not include support services fees.) This fee is applied to cover the life-cycle maintenance of the building and its systems, the cost of utilities, and the cost of expendable supplies. The fee represents a combined annual, pro-rated maintenance, utilities, and expendable supplies cost-per-square-foot that will be adjusted every two years. In the event of substantial utility price fluctuations, the fee may be adjusted annually.
  - c. SUPPORT SERVICES FEES - This fee covers the cost of custodial staff labor beyond the normal work shift (as described under "Hours of Operation"), or when the school principal determines that additional time or staff is required before, during, or after an activity. The rate of pay will be fixed at one and one half (1.5) times the normal rate of pay for the staff member or members who work during the activity. Special fees may include the reimbursement necessary for the preparation and restoration of the school facility both before and after the event, the services of special technicians, additional staff, outside security staff, staff required to operate a HCPS owned waste water treatment plant facility, or other unique support that may be required. The Principal and Central Office Use of Facility Specialist and/or the Assistant Superintendent for Operations will jointly identify the additional services required and determine the total time necessary to provide additional services, which will be used to calculate the fee. HCPS staff must be paid by HCPS, cannot be paid by the requesting group, or volunteer Support Services.
  - d. Support staff providing services on designated holidays that fall on a weekend will be compensated at a normal pay rate in addition to the one and one half (1.5) the normal rate of pay

# PROCEDURE

Support Services	Rate/Hour
Technical Support (school-based)	User group will be charged the employer's portion of FICA and Workers' Compensation in addition to \$25/hour employee rate of pay.
Security	User group will be charged the County Sheriffs' Department or Security Company fee/rate.
Planetarium Director	User group will be charged the employer's portion of FICA and Workers' Compensation in addition to 75% of employee salary.
Custodial Food Services Office of Technology Chaperone Nurse Pool Technician	User group will be charged the employer's portion of FICA and Workers' Compensation in addition to the employee's gross pay.
Equipment	User group will be charged \$10/hour for rental of sound equipment, projectors, etc. Use of materials of instruction and computers by outside groups is prohibited.

e. FALSE ALARM, INTRUSION, AND CANCELLATION FEES

- i. User groups found to be contributing to false alarms will be responsible for payment of fines as a condition of use.
- ii. If for any reason a facility is not used at the time requested and approved, the estimated charges will be made unless notification has been made sufficiently in advance for the principal to cancel the commitment of the custodial or other prescheduled services.
- iii. A minimum cancellation fee of \$25.00 will be assessed if proper notice is not received.
- iv. A minimum of three (3) hours will be charged for support services if staff reports to the activity.
- v. Rental fees will be charged if the building systems have been activated for the activity.

f. Non-payment of any fees or charges within the specified period of time shall be considered cause for refusal of any future requests.

**K. Risk and Insurance Specifications**

- 1. The applicant/using group will indemnify and hold harmless the Board from any and all injury (including death), loss, or damage resulting to any person or property by reason of the group's use, control or maintenance of the Board's premises, provided the same was not

caused solely by the negligence of the Board. The applicant shall defend the Board against liability, damage, claim or demand and reimburse the Board for any costs incurred by the Board in connection therewith, including reasonable attorney's fees arising out of any injury (including death), loss or damage described above. The Board shall have the right to approve any legal counsel selected to defend the Board in such claim or alleged claim. Nothing set forth herein shall be construed as a waiver on the part of the Board of any defense, immunity, limitation of liability or restriction on damages provided for it under applicable law including but not limited to Section 5-518 of the Courts and Judicial Proceedings Article and Section 4-105 of the Education Article of the Maryland Annotated Code as amended.

2. **Damage to Property by the Applicant and Their Invitees:** The applicant and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to property of the applicant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board of Harford County. An incident report/work order would be submitted by the school.
3. **Waiver of Subrogation:** To the fullest extent permitted by law, the applicant and its officers, partners, employees, authorized volunteers, agents and representatives waive any right of recovery against the Board of Harford County for any and all claims, liability, loss, damage, costs of expense (including attorneys' fees) arising out of the facility use. The applicant specifically waives any right of recovery against the Board and its elected and appointed officials, agents, employees, and authorized volunteers for personal injury (and any resulting loss of income) suffered while using the Board facility/property. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, agents, employees and authorized volunteers. The applicant shall advise its insurers of the foregoing.
4. Harford County Public Schools insurance only covers activities that are sponsored, directed, and controlled by the Board and/or the local school. PTA's, booster clubs, and other school affiliated yet separately run organizations are not covered under HCPS' insurance and are responsible for providing their own insurance for events they are holding on school property.
5. Tiered Insurance Requirements for Outside Using Groups

# PROCEDURE

## Harford County Public Schools

Tier 1	Low Risk Activities	Small meetings less than 30 people	Insurance requirements waived. Hold Harmless agreement applies. Waiver of Subrogation applies.
Tier 2	Medium Risk Activities	Large meetings, more than 30 people. (i.e. but not limited to: fairs, fundraisers, bingos, family night)	Insurance requirements apply. Waiver of Subrogation applies. No umbrella or excess insurance required.
Tier 3	High Risk Activities	Churches (attendance of 100 or more,) car shows, theatrical or dance shows, athletic leagues, sports camps, film or TV productions, etc.	Insurance requirements apply. Waiver of Subrogation applies. Umbrella or excess liability insurance is required.
Tier 4	Special Hazard Usage	*Fireworks, concerts  <b>Normally not approved except upon special exception.</b>	Specially developed insurance requirements will apply if approval is given. Waiver of Subrogation applies.
		** Upon Risk Management review, HCPS reserves the right to utilize insurance requirements for any and all events, including camp insurance.	

6. The Board of Harford County reserves the right to impose additional insurance requirements and risk control measures upon the applicant if the nature of the use of the premises is hazardous in nature. To ensure adequate tiered insurance requirements are met, groups are responsible for accurately estimating the number of participants anticipated to attend an event.
  
7. The applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of the Harford County Board of Education's premises commercial general liability insurance or its equivalent with minimum limits of:
  - a. \$1,000,000 each occurrence;
  - b. \$1,000,000 personal and advertising injury;
  - c. \$2,000,000 general aggregate, and
  - d. \$1,000,000 products/completed operations aggregate.
  - e. This commercial general liability insurance or its equivalent shall include coverage for all of the following:
    - i. Liability arising from premises and operations;
    - ii. Liability arising from products and completed operations;
    - iii. Contractual liability including protection for the applicant from bodily injury and property damage claims arising out of liability assumed under this agreement;
    - iv. Liability arising from explosion, collapse, or underground hazards;
    - v. Liability arising from athletic or sports participation, and
    - vi. Liability arising from bodily injury to spectators.

- f. If applicant's use of Board of Education Facilities involves the direct supervision of minors, the applicant shall purchase and maintain throughout the term of this agreement, or its use or occupancy of the Board of Education of Harford County's premises, liability coverage arising from physical and/or sexual abuse or molestation.
      - g. If applicant's use of Board of Education Facilities involves athletic or sports participation, the applicant's liability coverage shall not have a general athletic or sports participation exclusion. If a particular sport or activity is specifically excluded from the applicant's liability insurance, this information must be included on the certificate of liability insurance and this sport or activity will not be granted use of HCPS facilities.
8. If the applicant's use of Board facilities involves the use of any motor vehicles, the applicant shall purchase and maintain throughout the term of this agreement, or its use or occupancy of the Board of Harford County's premises, business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for liability arising out of the ownership, maintenance or use of any auto and for automobile contractual liability.
9. The applicant shall purchase and maintain throughout the term of this agreement, or its use or occupancy of the Board of Harford County's premises, worker's compensation insurance, or its equivalent, with statutory benefits as required by any state or Federal law, including standard "other states" coverage, and employer's liability insurance or its equivalent with minimum limits of:
  - a. \$100,000 each accident for bodily injury by accident;
  - b. \$100,000 each employee for bodily injury by disease;
  - c. \$500,000 and policy limit for bodily injury by disease.
10. The applicant shall purchase and maintain throughout the term of this agreement, its use or occupancy of the Board of Harford County's premises umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
  - a. \$2,000,000 per occurrence;
  - b. \$2,000,000 aggregate for other than products/completed operations and auto liability,
  - c. \$2,000,000 and products/completed operations aggregate and including all of the following coverage on the applicable schedule of underlying insurance:
    - i. Commercial general liability;
    - ii. Business auto liability;
    - iii. Employer's liability.
11. Insurance or self-insurance provided to the Board of Harford County and its' elected and appointed officials, officers, agents, employees and authorized volunteers by the applicant


or its insurer as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board of Harford County and its elected and appointed officials, officers, agents, employees and authorized volunteers shall be excess of and non-contributory with insurance and self-insurance provided by the applicant or its insurer as specified.

12. Generally, the use of fireworks, incendiary devices, explosives, or similar type activities on school property is strictly prohibited. As long as specific insurance requirements and other risk management measures are complied with, the Superintendent may allow the display of fireworks for specific school sponsored or related activities.

### **L. Certificate of Insurance (COI) Requirements**

1. The Board of Harford County and its appointed officials, officers, agents, employees and authorized volunteers shall be named as additional insured on this commercial general liability insurance policy as respects applicant's use or occupancy of the premises of the Board of Harford County. The following wording must be utilized on the additional insured endorsement issued by the general liability insurer and shown on the insurance certificate submitted by the applicant to evidence its purchase of commercial general liability insurance:
  - a. *This policy is amended to include, as additional insured, the Board of Education of Harford County and its elected and appointed officials, officers, agents, employees and authorized volunteers, but only for liability arising out of operations on, at, or adjacent to premises of the Board of Education of Harford County.*
  - b. Exclusions listed, or endorsement attached.
  - c. Scheduled activities listed, or endorsement attached.

Approved by:



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Dr. Sean W. Bulson, Ed.D.  
Superintendent of Schools

### V. Exhibits

#### EXHIBIT A - Use of School Property Purposes

##### § 7-108.

- (a) *County boards to encourage use.* - Each county board shall encourage the use of public school facilities for community purposes.
- (b) *Application to county superintendent for use-*
  - (1) If written application is made to the county superintendent, the county board shall provide for the use of a public school facility for:
    - (i) The presentation and discussion of public questions;
    - (ii) Public speaking;
    - (iii) Lectures; or
    - (iv) Other civic, educational, social, or recreational purposes or church affiliated civic purposes.
  - (2) These meetings shall be open to the public.
  - (3) The county board may refuse the use of any school facility for these purposes if it appears that the use is likely to:
    - (i) Provoke or add to a public riot or breach of the peace; or
    - (ii) Create a clear and present danger to the peace and welfare of the county or State.
- (c) *Use by partisan political organization-* Each county board may permit a partisan political organization that has polled 10 percent or more of the entire vote cast in this State in the last general election to use public school facilities for programs and meetings that relate to a political campaign for nomination or election of a candidate to public office.
- (d) *Use for religious or other purposes-* Each county board may permit the use of public school facilities for religious or other lawful purposes.
- (e) *Use not to interfere with regular school functions-* Subject to § 7-109 of this subtitle, school facilities may be used only at times that will not interfere with regular school sessions or other bona fide school activities.
- (f) *Montgomery County-* In Montgomery County, non-school use of school facilities for public and community purposes and the manner by which costs associated with such use are apportioned may be regulated by local law consistent with the use criteria set forth in § 7-110 of this subtitle and not inconsistent with any other provisions of this article. The local law authorized by this subsection may provide for an interagency coordinating board and for the appointment of its members by Montgomery County. Membership may include the Superintendent of Schools, the President of Montgomery College, the members of the Montgomery County Planning Board, and such other members as may be provided by the local law.



# PROCEDURE

**EXHIBIT B - Categories of User Groups and Applicable Charges**

Board of Education of Harford County  
Effective- July 1, 2003  
Revisions: July 1, 2010

CATEGORY	DESCRIPTION	ADMIN FEE	RENTAL FEE	SUPPORT SERVICES FEE	SPECIAL FEE
A	PTA/Booster and other groups directly supported by the Board. Category A is given priority over applicants excluding Category Internal. Category A includes school affiliated groups, citizen advisory groups, and employee associates.	SUPPORT SERVICES FEES APPLY			
A-1	Town of Bel Air sponsored events only at the Bel Air High School auditorium. Category A-1 is given priority over applicants excluding Category Internal & A (school- affiliated groups) when scheduling use only at the Bel Air High School auditorium.	SUPPORT SERVICES FEES APPLY  Fee structure per current Memorandum of Understanding between the Harford County Board of Education and the Town of Bel Air			
A-2	Harford Community College sponsored events only at the Harford Technical High School, Amoss Center. Category A-2 is given priority over applicants excluding Category Internal & A (school affiliated groups) when scheduling use only at the Amoss Center.	SUPPORT SERVICES FEES APPLY  Fee structure per current Memorandum of Understanding between the Harford Community College, the politic of the State of Maryland and the Board of Education of Harford County			

# PROCEDURE

## Harford County Public Schools

CATEGORY	DESCRIPTION	ADMIN FEE	RENTAL FEE	SUPPORT SERVICES FEE	SPECIAL FEE
B	Harford County Department of Parks & Recreation are given priority over applicants when scheduling use of HCPS facilities excluding Category Internal, A, A-1, (when using the Bel Air High School auditorium) and A-2 (when using the Amoss Center.)	SUPPORT SERVICES FEES APPLY			
C	Activities directly associated with Harford County Government, Harford County Municipal/Town Governments, Government agencies, Harford Community College, and youth organizations (i.e. Scouts.)	SUPPORT SERVICES FEES APPLY			
D	Non-profit organizations, arts organizations (other than those sanctioned by the Harford County Cultural Arts Board,) social, recreational, community improvement organizations, service clubs, civic organizations, music associations, adult recreation groups (other than those sanctioned by the Harford County Department of Parks & Recreation,) and religious organizations.	NORMAL HOURS			
		FC	FC	NC	FC
		BEYOND NORMAL WORK SHIFT			
		FC	FC	FC	FC
E	Commercial organizations (to facilitate community meetings that are open and at no cost to the public*), and private schools' use. *For Public Forum only	NORMAL HOURS			
		FC	FC	NC	FC
		BEYOND NORMAL WORK SHIFT			
		FC	FC	FC	FC

FC = FULL CHARGE

NC= NO CHARGE

# PROCEDURE

## EXHIBIT C - Schedule of Rental Fees

Space	Elementary	Middle	High	Harford Glen
Athletic Field (Artificial Turf w/Lighting)	---	---	\$126	---
Athletic Field (Artificial	---	---	\$103	---
Athletic Field (Natural	\$35	\$35	\$35	---
Auditorium	---	---	\$98	---
Band Room	---	\$40	\$40	---
Black Box Theatre	---	\$82	\$82	---
Choral Room	---	\$40	\$40	---
Classroom	\$18	\$24	\$24	\$18
Community Room	\$24	\$24	\$24	---
Dining Hall	---	---	---	\$40
Dormitory	---	---	---	**
Dressing Room	---	---	\$18	---
Faculty Room	\$18	\$18	\$18	---
Gymnasium	\$58	\$69	\$82	---
Kitchen	\$35	\$35	\$35	\$35
Media Center	\$35	\$35	\$40	---
Multi-Purpose/Cafeteria	\$40	\$40	\$52	---
Parking Lot	\$18	\$18	\$18	\$18
Pavilion	\$35	\$35	\$35	\$35
Planetarium	---	\$35	\$35	---
Playground	\$21			
Swimming Pool	---	\$126	---	---
Wrestling Room	---	---	\$40	---

** Harford Glen dormitory rental: per person rate	Students: \$30/night	Non-students: \$35/night
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### EXHIBIT D - Education - Public Schools and Youth Sports Programs Concussions

#### Statutes 7-433.

- (a) (1) In this section the following words have the meanings indicated.
- (2) "Concussion" means a traumatic injury to the brain causing an immediate and, usually, short-lived change in mental status or an alteration of normal consciousness resulting from:
- (i) A fall;
  - (ii) A violent blow to the head or body; or
  - (iii) The shaking or spinning of the head or body.
- (3) "Youth sports program" means a program organized for recreational athletic competition or instruction for participants who are under the age of 19 years.
- (b) (1) The Department shall develop policies and implement a program to provide awareness to coaches, school personnel, students, and the parents or guardians of students, in collaboration with the Department of Health and Mental Hygiene, each county board, the Maryland Public Secondary Schools Athletic Association, the Maryland Athletic Trainers' Association, the Brain Injury Association of Maryland, and representatives of licensed health care providers who treat concussions, on:
- (i) The nature and risk of a concussion or head injury;
  - (ii) The criteria for removal from and return to play;
  - (iii) The risks of not reporting injury and continuing to play; and
  - (iv) Appropriate academic accommodations for students diagnosed as having sustained a concussion or head injury.
- (2) The program shall include a process to verify that a coach has received information on the program developed under paragraph (1) of this subsection.
- (3) (i) Before a student enrolled in a public school system in the State may participate in an authorized interscholastic athletic activity, the county board shall provide a concussion and head injury information sheet to the student and a parent or guardian of the student.
- (ii) The student and the parent or guardian of the student shall sign a statement acknowledging receipt of the information sheet.
- (iii) The Department shall create the information sheet and acknowledgment statement required under this paragraph.
- (4) The Department may use materials available from the Centers for Disease Control and Prevention, the Brain Injury Association of Maryland, or any other appropriate entity to carry out the requirements of this subsection.
- (c) (1) A student who is suspected of sustaining a concussion or other head injury in a practice or game shall be removed from play at that time.
- (2) A student who has been removed from play may not return to play until the student has obtained written clearance from a licensed health care provider trained in the evaluation and management of concussions.
- (d) (1) Before an individual participates in an authorized athletic activity on school property, the county board shall provide, or require that a third party provide:
- (i) Information on concussions and head injuries to the individual and, if applicable, a parent or guardian of the individual; and
  - (ii) Notice that acknowledgment of the receipt of the information by the individual and, if applicable, the parent or guardian of the individual, is required.
- (2) The information required under paragraph (1) of this subsection shall be in the form of:
- (i) A separate information sheet; or
  - (ii) A notice on the registration form for a youth sports program stating that information on concussion and head injury is available, including directions on how to receive the information electronically.
- (3) The individual and, if applicable, the parent or guardian of the individual shall:
- (i) Acknowledge receipt of the information by:
    - 1. Signature; 2. Checking an acknowledgment box on the registration form; or 3. Another method of written or electronic acknowledgment; and
    - (ii) Return the acknowledgment to the county board or third party.
- (e) A youth sports program that uses a public school facility shall provide annually to the county board or the board's agent a statement of intent to comply for all of its athletic activities with the requirements for the management of a concussion or other head injury of a participant under this section.

### **EXHIBIT E - Public Schools and Youth Sports Programs Cardiac Arrest Prevention Act**

#### **Statutes 7-436.**

- (a) (1) In this section the following words have the meanings indicated.
- (2) (i) "Athletic activity" means:
1. Interscholastic athletics;
  2. An athletic contest or competition that is sponsored by or associated with a school; and
  3. Practices and scrimmages.
- (ii) "Athletic activity" includes cheerleading and sports sponsored by school-affiliated organizations.
- (3) "Sudden cardiac arrest" means a condition in which the heart suddenly and unexpectedly stops beating.
- (4) "Youth sports program" means a program organized for recreational athletic competition or instruction for participants who are under the age of 19 years.
- (b) Nothing in this section may be construed to create, establish, expand, reduce, contract, or eliminate any civil liability on the part of a county board employee, school employee, or youth sports program volunteer.
- (c) (1) The Department shall develop policies and implement a program to provide awareness to coaches, school personnel, students, and the parents or guardians of students, in collaboration with the Department of Health and Mental Hygiene, each county board, the Maryland Public Secondary Schools Athletic Association, the Maryland Athletic Trainers' Association, Parent Heart Watch, and licensed health care providers who treat heart issues, on:
- (i) The nature and warning signs of sudden cardiac arrest, including fainting, difficulty breathing, chest pains, dizziness, and abnormal heart rate; and
- (ii) The risks associated with continuing to play or practice after experiencing a symptom of sudden cardiac arrest.
- (2) The program shall include a process to verify that a coach has received information on the program developed under paragraph (1) of this subsection.
- (3) (i) Before a student enrolled in a public school system in the State may participate in an authorized athletic activity, the county board shall provide a sudden cardiac arrest symptoms and warning signs information sheet to the student and a parent or guardian of the student.
- (ii) The student and the parent or guardian of the student shall sign a statement acknowledging receipt of the information sheet.
- (iii) The Department shall create the information sheet and acknowledgment statement required under this paragraph.
- (4) The Department may use materials available from the Centers for Disease Control and Prevention, Parent Heart Watch, Sudden Arrhythmia Death Syndromes Foundation, or any other appropriate entity to carry out the requirements of this subsection.
- (d) A public school may hold an informational meeting before the start of each athletic season regarding the symptoms and warning signs of sudden cardiac arrest.
- (e) (1) Before an individual participates in an authorized athletic activity on school property, the county board shall provide, or require that a third party provide:
- (i) Information on sudden cardiac arrest to the individual and, if applicable, a parent or guardian of the individual; and
- (ii) Notice that acknowledgment of the receipt of the information by the individual and, if applicable, the parent or guardian of the individual, is required.
- (2) The information required under paragraph (1) of this subsection shall be in the form of:
- (i) A separate information sheet; or
- (ii) A notice on the registration form for a youth sports program stating that information on sudden cardiac arrest is available, including directions on how to receive the information electronically.
- (3) The individual and, if applicable, the parent or guardian of the individual shall:
- (i) Acknowledge receipt of the information by:
1. Signature;
  2. Checking an acknowledgment box on the registration form; or
  3. Another method of written or electronic acknowledgment; and
- (ii) Return the acknowledgment to the county board or third party.
- (f) (1) A youth sports program that uses a public school facility shall provide annually to the county board or the board's agent a statement of intent to comply for all its athletic activities with the requirements of subsection (e) of this section.
- (2) A youth sports program that does not use a public school facility is encouraged to follow the guidelines of this section.

### EXHIBIT F - Public Schools and Youth Sports Programs Heat Acclimatization

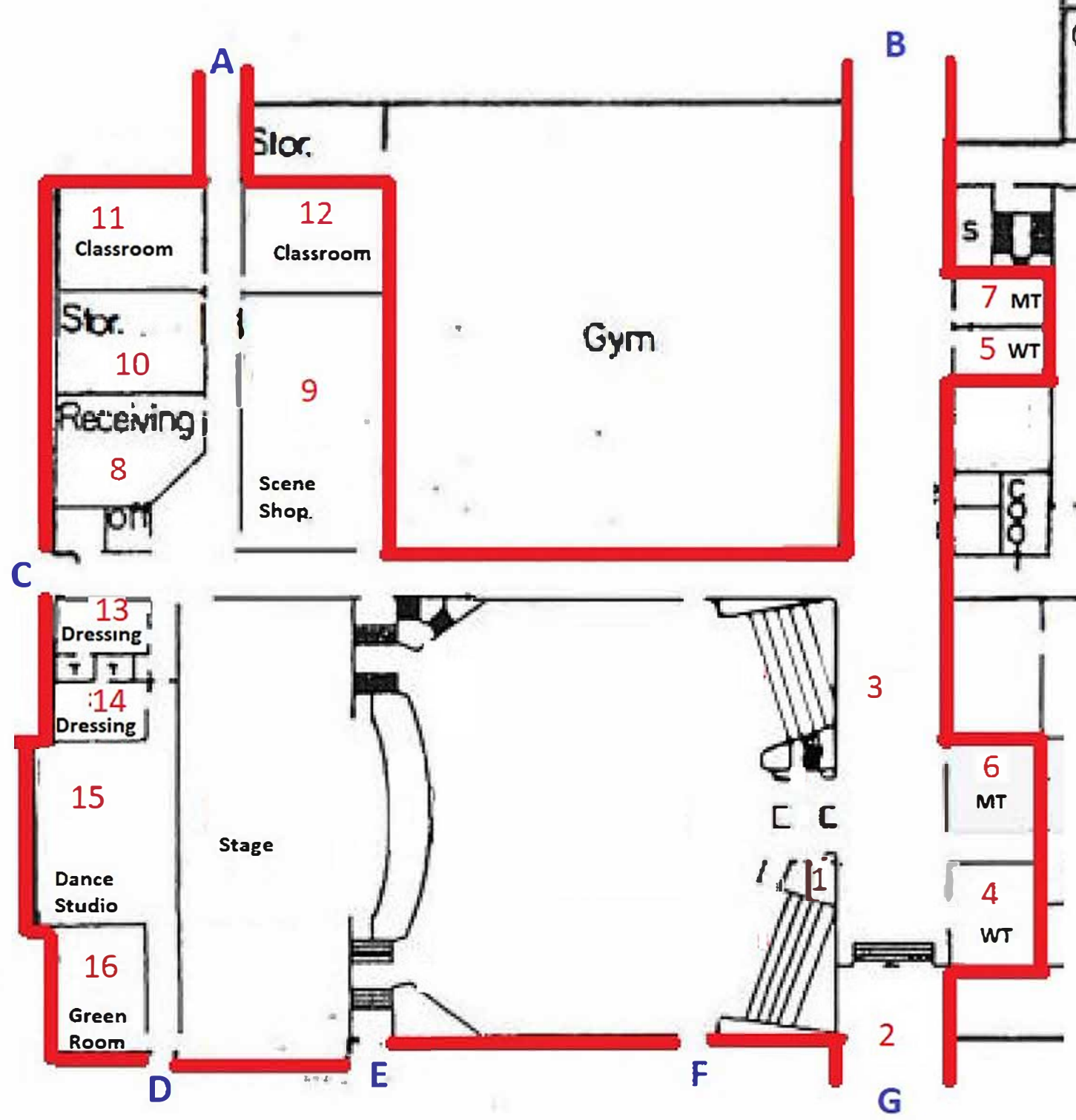
**Statutes 7-434.**

- (a) (1) In this section the following words have the meanings indicated.
- (2) “Heat acclimatization” means enhancing an individual’s exercise heat tolerance and ability to exercise safely and effectively in warm to hot conditions.
- (3) “Practice” means a period of time a student athlete engages in physical activity during a coach-supervised, school-approved sports- or conditioning-related activity, including warm-up, stretching, weight training, and cool-down periods.
- (4) “Preseason practice” means the initial 14 days of practice for a student athlete.
- (5) “Recovery period” means the time between the end of one practice or walk-through and the beginning of the next practice or walk-through.
- (6) “Student athlete” means a student who participates in an athletic program for high school students in a State secondary school that is a member of the Maryland Public Secondary Schools Athletic Association.
- (7) (i) “Walk-through” means a teaching opportunity when an athlete is not wearing protective equipment, including helmets, shoulder pads, catcher’s gear, or shin guards, or using other sports-related equipment.
- (ii) “Walk-through” does not include any part of a practice period.
- (b) (1) The Department, in collaboration with the Department of Health and Mental Hygiene, each county board, the Maryland Public Secondary Schools Athletic Association, the Maryland Athletic Trainers’ Association, and representatives of licensed health care providers who treat student athletes, shall develop a model policy for preseason-practice heat acclimatization guidelines for student athletes.
- (2) Each local board shall adopt preseason-practice heat acclimatization guidelines for student athletes.
- (c) The preseason-practice heat acclimatization guidelines shall include requirements for the duration of a practice time, a walk-through, and a recovery period during preseason practice.

Procedure Action Dates					
ACTION	DATE	ACTION	DATE	ACTION	DATE
Adopted	7/1/11	Amended	7/1/19		
Amended	8/1/13	Amended	11/9/20		
Amended	6/30/16				
Amended	7/1/18				

Responsibility for Procedure Maintenance & References	
LAST EDITOR/DRAFTER NAME:	JOB POSITION OF LAST EDITOR/DRAFTER:
Cornell S. Brown, Jr.	Assistant Superintendent for Operations

# EXHIBIT B



1. Theater Ticket Booth
2. Building Lobby
3. Amoss Center Atrium
4. Women's Room-Atrium East
5. Women's Room-Atrium West
6. Men's Room-Atrium East
7. Men's Room-Atrium West
8. Receiving and Loading Dock
9. Scene Shop
10. Storage
11. Classroom-Southwest of Stage
12. Classroom-Northwest of Stage
13. Dressing Room-West
14. Dressing Room-East
15. Dance Studio
16. Green Room

- A. Western Perimeter, Classroom Hallway, 1 Double Door
- B. Western Perimeter, Atrium Entrance, 3 Double Doors
- C. Southern Perimeter, Loading Dock, Roll-Up and 2 Double Doors
- D. Eastern Perimeter, Side Back Stage, 1 Single Door
- E. Eastern Perimeter, Side Stage, 1 Double Door
- F. Eastern Perimeter, Side House, 1 Double Door
- G. Eastern. Atrium Entrance, 3 Double Doors

HARFORD TECHNICAL HIGH  
ENTRANCE LEVEL



Exhibit C

