PROCEDURE

Use of Public School Facilities

ADOPTION/EFFECTIVE DATE: 7/01/11
MOST RECENTLY AMENDED: July 1, 2018
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**

A. FACILITIES: Any school building, office, equipment, or real property owned or leased by the Board of Education of Harford County.

B. 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.

C. SCHOOL-AFFILIATED: Any organization, group, program, or activity that is directly 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.

D. 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.

E. COMMERCIAL: Companies, corporations, organizations, partnerships, or groups which do not possess 501(c) (3) status.

F. ORGANIZATION: The applicant or user group that is named on the application and requesting the use of school facilities.

G. DESIGNATED REPRESENTATIVE: The person to be contacted regarding any matter pertaining to the use of facility.

H. ON-SITE REPRESENTATIVE: The person identified by the applicant who 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. 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).

J. 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.
K. INSTRUCTIONAL SUPPLIES: Any item used by the school and which is consumed when used.

L. NON-INSTRUCTIONAL EQUIPMENT: Cafeteria and food services equipment, bleachers, backstops, shower room equipment, stage equipment, furniture, ladders, lifts, and other similar equipment.

M. ATHLETIC FIELDS: Areas which are part of a school site designed or intended to be used for sports, interscholastic athletic games, or which are regularly used for such activities.

N. 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.

O. 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.

P. GAMBLING: To play games of chance for money or some other stake.

Q. FUNDRAISING: The soliciting of money for a purpose or cause.

R. CATEGORY A: Activities and groups directly affiliated with the Board of Education are given first priority over applicants when scheduling use of HCPS facilities. Category A includes PTA's, booster clubs, citizen advisory groups, employee associations, and employee activities.

S. 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 A (school-affiliated groups) only when scheduling use of the Bel Air High School auditorium.

T. CATEGORY A-2: Harford Community College sponsored events only at the Amoss Performing Arts Center (Amoss Center) at Harford Technical High School. Category A-2 is given priority over applicants excluding Category A (school-affiliated groups/organizations) only when scheduling use of the Amoss Center.

U. CATEGORY B: Harford County Department of Parks & Recreation (Parks & Rec), per the joint use agreement with HCPS, is given priority over applicants when scheduling use of HCPS facilities excluding Category A, A-1 (when using the Bel Air High School auditorium) and A-2 (when using the Amoss Center).
V. CATEGORY C: Activities directly associated with Harford County Government, Harford County Municipal/Town Governments, Government agencies, Harford Community College and youth organizations.

W. CATEGORY D: Non-profit, arts organizations (other than those sanctioned by the Harford County Cultural Arts Board), social, recreational, community improvement organizations, service clubs, civic organizations, adult recreation groups (other than those sanctioned by the Harford County Department of Parks and Recreation), and religious organizations (i.e. for religious services.)

X. CATEGORY E: Commercial (to facilitate community meetings that are open and at no cost to the public) and private schools.

II. Application Process

A. Application for use of an HCPS facility must be submitted through the HCPS' Use of Facilities Online module (UOF Online). UOF Online is a web-based application through which requests for building use are submitted and processed electronically. UOF Online can be accessed through the HCPS public website at the following location: www.HCPS.org – Community – Use of Facilities.

B. Applications for use of an HCPS facility must be submitted at least five (5) weeks prior to the scheduled date of the event or activity to request use of the facility.

C. School-based UOF Coordinator determines eligibility and availability for group and activity. Questions and disputes regarding eligibility will be directed to the Office of Operations for a final determination.

D. 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.

E. 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.

F. Designated Representative and UOF Coordinator will receive electronic notification advising of final approval, estimate of fees and charges, requirements for applicable insurance, permits, and/or other conditions. An invoice, if applicable, will be emailed to the Designated Representative.

G. The UOF Coordinator shall not schedule events or activities if adequate custodial coverage is not available.
H. 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.

I. School-affiliated groups may not sign an agreement or contract with outside vendors prior to receipt of an approved UOF application.

J. No agreement for use of school facilities shall exceed a maximum term of one year.

K. 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.

L. Nonprofit Organizations requesting use of HCPS facilities for long term use more than a month, 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:

1. Proof that you are established in Harford County for a minimum of one year.
2. Full Articles of Incorporation and bylaws (or equivalent).
3. Listing of the Board of Directors or governing body.
4. Copy of the 501(c)(3) document from the Internal Revenue Services.
5. Certificate of Insurance.

III. Rules and Regulations

A. General Prohibitions

• The following are prohibited at all times in HCPS facilities:

1) Any use by a person or entity that does not qualify as an applicant.

2) Use without an approved UOF application.

3) Non-compliance with established conditions for use.

4) The sale, use or possession of illegal drugs, weapons, alcohol, or any tobacco product.
5) Any use which creates or reasonably might create material and substantial disruption to the school environment.

6) Middle and high school dances, proms, or after proms, other than those sanctioned by a school sponsored request.

7) Any use which is not open to the general public (including private parties, weddings, and celebrations.)

8) Any use for private fund-raising purposes, for private exhibitions, by persons or groups using the facilities for financial gains.

9) Any use which requires payment for admission or a participation fee.

10) 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-affiliated group/organization or a Parks & Rec sanctioned organization.

2) In cases where a vendor is engaged during fundraising activities for schools only, the 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-affiliated group and the vendor to negotiate the terms of this partnership. It is the responsibility of the 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 and inflatable activities. 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 that recreational bingo-type and raffle activities are allowed as part of a fundraising effort as
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provided herein. In all cases, the school affiliated group or Parks & Rec sanctioned organization shall be responsible for facilitating the activity, as well as obtaining proper licensing, 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 A; A-1; A-2 groups)

   b. Second priority: Use by the Harford County Department of Parks and 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 Harford County Public Schools, 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

3) In accordance with the Joint Use Agreement between HCPS and Parks & Rec, certain portions of school facilities and grounds are made available to Parks & Rec at reasonable times 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 sporting events or recreational programs without the endorsement of Parks & Rec. Outside organizations wishing to sponsor a sporting event or recreational program should contact Parks & Rec as necessary to obtain the endorsement of Parks & Rec 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 III, 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. All applicants shall pay any and all required fees pursuant to and in accordance with the fee schedule. Exhibit B, entitled Categories of User Groups and Applicable Charges, and Exhibit C, entitled Schedule of Rental Fees, are attached to this procedure.

e. 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 Indemnification Insurance.

f. All applicants shall identify a designated representative who will serve as the point of contact when coordinating the use of a school facility.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

2) Hours of Operation

a. A UOF application is required for all activities taking place beyond HCPS hours of operation. All activities shall be conducted during the hours of operation set forth below.

b. 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.

c. 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.

d. 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.
e. 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.

f. 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.

3) Supervision

a. General

- The party directing and controlling an event or activity is responsible for supervision.

- 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.

- During use for school sponsored events, the school principal and the designated representative are jointly responsible for ensuring that organizations/groups are properly supervised at all times. For school-affiliated 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.

- 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 at all times 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 non-school sponsored event.

- Only persons authorized to open and secure the HCPS facilities, as well as operate the security system, are allowed to do so. Assignment of security codes and access to school facilities must be coordinated through the HCPS Office of Safety and Security.
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 of Education 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.

- The Office of Operations, and/or school principal, may require more than one custodian, special technician, or designated representative be present if the function is large or involves the use of special facilities or services.

b. Responsibilities of Harford County Public Schools' Custodial Personnel

During Normal Work Shift

- Groups using the facility shall acknowledge that the custodian is assigned and employed to care for Board of Education property; to provide light, heat, air-conditioning, and to provide access to the space.

- 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.

- 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.

- The custodian shall be responsible to comply with reasonable requests such as moving tables, setting up folding chairs, or other similar arrangements that were made in advance, or as outlined on the approved application form.

Beyond Normal Work Shift

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:
- The custodian should arrive at the school at least thirty minutes before the scheduled activity; check heating/cooling system upon arrival.

- The custodian should unlock the necessary doors and turn on lights, as needed.

- The custodian should set up furniture, as needed, for the activity.

- The custodian should 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.

- The custodian should lock all doors and windows after group has left, clean areas, turn off all lights, and secure the building.

- It is not the duty of the custodian to discipline, supervise groups, or to maintain order.

- School system staff shall not accept funds, nor be paid directly by outside using groups.

4) Safety/Security Requirements

a. 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.

b. When required as a condition of use, the applicant shall ensure that identification badges or "labels" shall be worn and properly displayed by the designated 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.

c. Exterior doors shall remain locked at all times. An adult representative shall be assigned to be physically present at the point of entry to monitor 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 adult representative assigned to monitor the point of entry shall not vacate the facility until all participants/spectators have exited.
d. The on-site representative is responsible for all individuals they allow into the program to spectate or participate.

e. Building custodians are not responsible for supervision or monitoring points of entry for the using organization and its participants.

f. The on-site representative shall inform the custodian on duty that the activity is concluded and that the building/room may be secured.

g. 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.

h. The on-site representative shall immediately report to the custodian on duty, any person who participates, or attempts to participate, in a user activity without authorization.

i. 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.

j. 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.

k. Failure to enforce safety and security requirements may warrant the immediate suspension of the program and denial of future use by the applicant.

l. Use of tents on HCPS property:

- The following tents require a permit through Harford County
  - Tents greater than 350 square feet.
  - Tents intended for use by 50 or more persons.
  - Tents with temporary wiring or electrical work.
- No cooking facilities or generators can be contained within a tent, unless a permit to do so is obtained through Harford County Government.
5) Supervision and Obligations of Designate Representative and On-site Representative

a. The organization using the facility must accept the entire responsibility for providing personnel to monitor, supervise participants, and secure corridors and other areas of the facility in order to confine 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 group must ensure the area used is restored to its original condition after use.

b. 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.

c. The on-site representative of the using group shall provide a cell number to the building custodian assigned to assist 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.

d. The on-site representative must see that 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.

e. 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.

f. The designated representative shall arrange, in advance, to have the part or parts of the building made available for use.

g. 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.

h. 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.

i. The on-site representative shall leave the facility in as good condition as it was prior to use, except ordinary wear and tear.

j. The applicant shall obtain law enforcement supervision for the particular 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.

k. Failure to provide adequate supervision requirements may warrant the immediate suspension of the program and denial of future use by the applicant.

6) Care/Condition of Facility

a. 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.

b. 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.

c. Applicants accept all facilities in "as is" condition.

d. 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.
e. 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 & Rec 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."

f. Advertising – All advertising is governed by Board Policy Number 06-0024-00 and must be approved pursuant to such policy.

7) Parking

a. 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.

b. 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.

8) HCPS Instructional Supplies, Equipment and Furnishings

a. 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.

b. 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.

c. 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.
d. 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. No equipment may be removed from the school premises. Non-HCPS computers are not permitted on HCPS Network.

9) Food and Concessions

a. 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.

b. 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.

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

10) Employee Wellness Activities

a. Wellness activities for employees that occur outside of the school day must be submitted on a Use of Facilities application.

b. 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.

c. The Harford County Department of Parks and Recreation 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.

IV. 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 the Harford County Public Schools. 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, postage, invoicing, and coordination with the schools.

b. RENTAL FEES- per minimum four (4) hours. Fractions of hours are not prorated. 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, prorated 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 school principal and Central Office Manager 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.

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.

e. FALSE ALARM, INTRUSION, AND CANCELLATION FEES - Due to recent changes to the laws regarding intrusion and fire alarms, County Government now assesses substantial fines for false alarms under these two systems. User groups found to be contributing to false alarms will be responsible for payment of fines as a condition of use. CANCELLATION FEES - If for any reason facilities are 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 for custodial or other prescheduled services. Ordinarily, twenty-four (24) hours advance notice, in writing, is considered sufficient time during the regular school week and a minimum of seventy-two (72) hours’ advance notice, in writing, is considered sufficient for weekend use. However, there may be times when costs have been incurred to allow for the use of facilities and more time would be needed. A minimum cancellation fee of $25.00 will be assessed if proper notice is not received, and a minimum of three (3) hours will be charged for support services if staff reports to the activity and/or if 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.

This section intentionally left blank
<table>
<thead>
<tr>
<th>Support Services</th>
<th>Rate/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Support (school-based)</td>
<td>User group will be charged the employer’s portion of FICA and Workers’ Compensation in addition to $25/hour employee rate of pay.</td>
</tr>
<tr>
<td>Security</td>
<td>User group will be charged the County Sheriffs’ Department or Security Company fee/rate.</td>
</tr>
<tr>
<td>Planetarium Director</td>
<td>User group will be charged the employer’s portion of FICA and Workers’ Compensation in addition to 75% of employee salary.</td>
</tr>
<tr>
<td>Custodial Food Services</td>
<td>User group will be charged the employer’s portion of FICA and Workers’ Compensation in addition to the employee’s gross pay.</td>
</tr>
<tr>
<td>Office of Technology</td>
<td></td>
</tr>
<tr>
<td>Chaperone</td>
<td></td>
</tr>
<tr>
<td>Nurse</td>
<td></td>
</tr>
<tr>
<td>Pool Technician</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>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.</td>
</tr>
</tbody>
</table>

V. **Indemnification Insurance**

1) The applicant/using group will indemnify and hold harmless the Board of Education 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 of Education’s premises, provided the same was not caused solely by the negligence of the Board of Education. The applicant shall defend the Board of Education against liability, damage, claim or demand and reimburse the Board of Education for any costs incurred by the Board of Education in connection therewith, including reasonable attorney’s fees arising out of any injury (including death), loss or damage described above. The Board of Education shall have the right to approve any legal counsel selected to defend the Board of Education in such claim or alleged claim. Nothing set forth herein shall be construed as a waiver on the part of the Board of Education 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 Education of Harford County.

3) The Board of Education 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.

4) 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.

5) 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 Education 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 of Education 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 of Education facility/property. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board of Education and its elected and appointed officials, agents, employees and authorized volunteers. The applicant shall advise its insurers of the foregoing.

6) HCPS insurance only covers activities that are sponsored, directed and controlled by the Board of Education 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.
### VI. Tiered Insurance Requirements for Outside Using Groups

<table>
<thead>
<tr>
<th>Tier</th>
<th>Activity Description</th>
<th>Insurance Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>Low Risk Activities</td>
<td>Small meetings less than 30 people</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Insurance requirements waived. Hold Harmless agreement applies. Waiver of Subrogation applies.</td>
</tr>
<tr>
<td>Tier 2</td>
<td>Medium Risk Activities</td>
<td>Large meetings, more than 30 people. (i.e. but not limited to: fairs, fundraisers, bingos, family night)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Insurance requirements apply. Waiver of Subrogation applies. No umbrella or excess insurance required.</td>
</tr>
<tr>
<td>Tier 3</td>
<td>High Risk Activities</td>
<td>Churches (attendance of 100 or more,) car shows, theatrical or dance shows, athletic leagues, sports camps, film or TV productions, etc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Insurance requirements apply. Waiver of Subrogation applies. Umbrella or excess liability insurance is required.</td>
</tr>
<tr>
<td>Tier 4</td>
<td>Special Hazard Usage <strong>Normally not approved except upon special exception.</strong></td>
<td>Fireworks, concerts</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Specially developed insurance requirements will apply if approval is given. Waiver of Subrogation applies.</td>
</tr>
</tbody>
</table>
1) 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.

2) This commercial general liability insurance or its equivalent shall include coverage for all of the following:

3) Liability arising from premises and operations;
   a. Liability arising from products and completed operations;
   b. Contractual liability including protection for the applicant from bodily injury and property damage claims arising out of liability assumed under this agreement;
   c. Liability arising from explosion, collapse, or underground hazards;
   d. Liability arising from athletic or sports participation, and
   e. Liability arising from bodily injury to spectators.

4) The Board of Education 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 Education 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:

   - 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.

5) Insurance or self-insurance provided to the Board of Education 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 Education 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.

6) If the applicant's use of Board of Education 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 Education
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.

7) The applicant, and their employees, 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, 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.

8) The applicant shall purchase and maintain throughout the term of this
agreement, its use or occupancy of the Board of Education 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:
          • Commercial general liability;
          • Business auto liability;
          • Employer's liability.

Approved by:

[Signature]
Barbara P. Canavan
Superintendent of Schools

Procedure Number:
VII. 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*-

(i) If written application is made to the county superintendent, the county board shall provide for the use of a public school facility for:

(ii) The presentation and discussion of public questions;

(iii) Public speaking;

(iv) Lectures; or

(v) 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.
EXHIBIT B - Categories of User Groups and Applicable Charges

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

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>DESCRIPTION</th>
<th>ADMIN FEE</th>
<th>RENTAL FEE</th>
<th>SUPPORT SERVICES FEE</th>
<th>SPECIAL FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Activities and groups directly affiliated with the Board of Education are given first priority over applicants when scheduling use of HCPS facilities. Category A includes PTA's, booster clubs, student clubs and organizations, citizen advisory groups, employee associations, and employee activities.</td>
<td>SUPPORT SERVICES FEES APPLY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-1</td>
<td>Town of Bel Air sponsored events only at the Bel Air High School auditorium. Category A-1 is given priority over applicants excluding Category A (school-affiliated groups) when scheduling use only at the Bel Air High School auditorium.</td>
<td>SUPPORT SERVICES FEES APPLY</td>
<td></td>
<td>Fee structure per current Memorandum of Understanding between the Harford County Board of Education and the Town of Bel Air</td>
<td></td>
</tr>
<tr>
<td>A-2</td>
<td>Harford Community College sponsored events only at the Harford Technical High School, Amoss Center. Category A-2 is given priority over applicants excluding Category A (school-affiliated groups) when scheduling use only at the Amoss Center.</td>
<td>SUPPORT SERVICES FEES APPLY</td>
<td></td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>CATEGORY</td>
<td>DESCRIPTION</td>
<td>ADMIN FEE</td>
<td>RENTAL FEE</td>
<td>SUPPORT SERVICES FEE</td>
<td>SPECIAL FEE</td>
</tr>
<tr>
<td>----------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------</td>
<td>------------</td>
<td>----------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>B</td>
<td>Harford County Department of Parks and Recreation are given priority over applicants when scheduling use of HCPS facilities excluding Category A, A-1 (when using the Bel Air High School auditorium) and A-2 (when using the Amoss Center.)</td>
<td>SUPPORT SERVICES FEES APPLY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Activities directly associated with Harford County Government, Harford County Municipal/Town Governments, Government agencies, Harford Community College, and youth organizations (i.e. Scouts.)</td>
<td>SUPPORT SERVICES FEES APPLY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>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 and Recreation,) and religious organizations.</td>
<td>NORMAL HOURS</td>
<td>FC</td>
<td>FC</td>
<td>FC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BEYOND NORMAL WORK SHIFT</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 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                   | FC               |
|          |                                                                                                                                                                                                         | BEYOND NORMAL WORK SHIFT                              |            |                      |                  |

FC = FULL CHARGE  
NC = NO CHARGE
## EXHIBIT C - Schedule of Rental Fees

<table>
<thead>
<tr>
<th>Space</th>
<th>Elementary</th>
<th>Middle</th>
<th>High</th>
<th>Harford Glen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Field</td>
<td>---</td>
<td>---</td>
<td>$116</td>
<td>---</td>
</tr>
<tr>
<td>(Artificial Turf w/Lighting)</td>
<td>---</td>
<td>---</td>
<td>$95</td>
<td>---</td>
</tr>
<tr>
<td>Athletic Field (Artificial)</td>
<td>---</td>
<td>---</td>
<td>$32</td>
<td>---</td>
</tr>
<tr>
<td>Athletic Field (Natural)</td>
<td>$32</td>
<td>$32</td>
<td>$32</td>
<td>---</td>
</tr>
<tr>
<td>Auditorium</td>
<td>---</td>
<td>---</td>
<td>$90</td>
<td>---</td>
</tr>
<tr>
<td>Band Room</td>
<td>---</td>
<td>---</td>
<td>$37</td>
<td>---</td>
</tr>
<tr>
<td>Black Box Theatre</td>
<td>---</td>
<td>---</td>
<td>$75</td>
<td>---</td>
</tr>
<tr>
<td>Choral Room</td>
<td>---</td>
<td>---</td>
<td>$37</td>
<td>---</td>
</tr>
<tr>
<td>Classroom</td>
<td>$16</td>
<td>$22</td>
<td>$22</td>
<td>$16</td>
</tr>
<tr>
<td>Community Room</td>
<td>$22</td>
<td>$22</td>
<td>$22</td>
<td>---</td>
</tr>
<tr>
<td>Dining Hall</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>$37</td>
</tr>
<tr>
<td>Dormitory</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>**</td>
</tr>
<tr>
<td>Dressing Room</td>
<td>---</td>
<td>---</td>
<td>$16</td>
<td>---</td>
</tr>
<tr>
<td>Faculty Room</td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
<td>---</td>
</tr>
<tr>
<td>Gymnasium</td>
<td>$53</td>
<td>$64</td>
<td>$75</td>
<td>---</td>
</tr>
<tr>
<td>Kitchen</td>
<td>$32</td>
<td>$32</td>
<td>$32</td>
<td>$32</td>
</tr>
<tr>
<td>Media Center</td>
<td>$32</td>
<td>$32</td>
<td>$37</td>
<td>---</td>
</tr>
<tr>
<td>Multi-Purpose/Cafeteria</td>
<td>$37</td>
<td>$37</td>
<td>$47</td>
<td>---</td>
</tr>
<tr>
<td>Parking Lot</td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
<td>---</td>
</tr>
<tr>
<td>Pavilion</td>
<td>$32</td>
<td>$32</td>
<td>$32</td>
<td>$32</td>
</tr>
<tr>
<td>Planetarium</td>
<td>---</td>
<td>$32</td>
<td>$32</td>
<td>---</td>
</tr>
<tr>
<td>Swimming Pool</td>
<td>---</td>
<td>---</td>
<td>$116</td>
<td>---</td>
</tr>
<tr>
<td>Wrestling Room</td>
<td>---</td>
<td>---</td>
<td>$37</td>
<td>---</td>
</tr>
</tbody>
</table>

** Harford Glen dormitory rental: per person rate

<table>
<thead>
<tr>
<th>Students:</th>
<th>Non-students:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20/night</td>
<td>$25/night</td>
</tr>
</tbody>
</table>
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
(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 Syndrome 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.