

Memorandum of Agreement

between

School Board of Albemarle County, Virginia

and

The Albemarle County Board of Supervisors

This agreement is made this 11<sup>th</sup> day of August, 2016, by and between the School Board of Albemarle County, Virginia, hereafter referred to as "Schools," and the Albemarle County Board of Supervisors, for the Department of Parks and Recreation, hereafter referred to as "Parks," for the joint use of school gymnasiums, tennis courts, playgrounds, and multi-purpose, baseball, and softball fields.

1. Schools will make school facilities available to the Parks for community recreational activities at times not required for school-related activities. Areas within schools to be used are identified by School Board Policy KG-AP, "Community Use of School Facilities." This memorandum addresses the administration, maintenance, and supervision of the gymnasiums, tennis courts, and playgrounds, as well as the multipurpose, baseball, and softball fields.
2. Community and recreational activities scheduled within school buildings, tennis court use, the synthetic turf field use and high school multi-purpose field use will be scheduled and administered by the Schools. Community and recreational activities scheduled on elementary and middle school multi-purpose fields will be scheduled and administered by the Parks.
3. Parks will ensure on-site supervision of all scheduled Parks activities by community users and that community users are conforming to acceptable standards of use.
4. Community use of elementary and middle school facilities can begin at 4:30pm, Monday through Friday, and at 8:00am on Saturday and Sunday. Community use of designated high school facilities can begin at 6:30pm Monday through Friday and 8:00am on Saturday and Sunday. Actual use at individual schools may vary based on availability.
5. Schools and Parks will encourage joint usage of their respective facilities and give priority usage to the requests submitted by the other agency, after the owning agency's programming needs are met.
  - a. All joint use programming scheduled under this agreement will comply with the owner agency's policies prohibiting discrimination.
  - b. For the purposes of this agreement, the criteria for such use is as follows: any instructional, recreational, athletic, social, or community program that is initiated, organized, managed, scheduled, and supervised by the owner agency; a comparable community run recreation program (such as those managed by a community non-profit youth sports organization) that is sponsored or overseen by the owner agency and is approved for their facilities by the School Superintendent or Director of the Albemarle County Department of Parks and Recreation or their designee.
  - c. For scheduling purposes, priority will be given to programs that provide direct benefit to youth.

6. The mutual goal of the Schools and Parks will be to maintain program continuity, giving adequate notification of scheduling changes or facility use to allow for program completion, and, if necessary, to relocate programming. When possible, each agency will assist the other in locating alternative space.
7. All scheduled events in school facilities or on fields may be cancelled at any time due to inclement weather, field conditions or required maintenance.
8. Parks will cancel field use whenever inclement weather dictates doing so to protect the fields. Parks will notify scheduled users of such cancellations.
9. Maintenance responsibilities are as follows:
  - a. Schools will maintain school buildings.
  - b. Parks will provide field and tennis court maintenance, that includes but is not limited to, regularly scheduled mowing, aeration, applications of fertilizer, over-seeding on mutually agreed upon fields and courts, and trash removal with the goal of ensuring that fields and courts remain in playable condition. The plan, delineating the specific fields and courts, will be maintained by the respective staffs and reviewed periodically.
  - c. Should a field or court be determined to be in a condition that is unacceptable to either the Parks or Schools, that field or court should be taken out of community use until such time as its condition is returned to acceptable.
  - d. Irrigation repair on the field side of the backflow will be provided by Parks.
  - e. Repairs to auxiliary structures such as fencing, gates, and bleachers, will be shared in cost.
  - f. Schools will provide water and electricity for fields that are irrigated and lighted.
  - g. Lighting repairs costs will be shared as determined by the parties to this Memorandum of Agreement.
  - h. Schools will provide routine maintenance and cleaning of restrooms.
  - i. Schools will provide high frequency inspections and maintenance for playgrounds. Often performed daily or weekly, high frequency inspections look at frequently changing conditions caused by use, weather, and/or vandalism. Parks will provide low frequency inspections and maintenance. Often performed quarterly or semi-annually, low frequency inspections are in-depth investigations of the equipment and surfacing, looking for wear and tear. Maintenance costs for playgrounds may be shared.
  - j. For all joint use facilities and/or structures, capital costs may be shared by both parties.
10. The use of school facilities shall be in accordance with the regular procedures of the School Board in granting permits for use of school facilities as provided for by the laws of Virginia and the policies and regulations of the School Board.
11. Administrative rules and regulations to ensure satisfactory operational procedures and supervision will be established cooperatively by the Superintendent of Schools and the County Executive and their respective staffs.
12. This agreement shall be for an indefinite term commencing on August 11, 2016. This agreement shall be reviewed every five years or as needed. Either party may terminate this agreement upon giving, in writing, to the other party twelve months' notice of its intention to terminate the agreement.

BOARD OF SUPERVISORS OF ALBEMARLE COUNTY:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SCHOOL BOARD OF ALBEMARLE  
COUNTY:

BY: Patricia Acapp

DATE: 8-15-16