

USE OF SCHOOL FACILITIES ADMINISTRATIVE GUIDELINES

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PROCEDURES FOR USE OF SCHOOL FACILITIES

Facilities, as made available for community use by the Superintendent, may be rented for one time use or for continuing use for a definite period of time not to exceed twelve months. A group that wishes to use any facility must follow these procedures:

1. Secure a copy of the form "Application for Use of School Facilities" from any school office or UCPS website.
2. Complete the forms and return to the principal / designee whose school facilities the person or group is proposing to use.
3. The principal / designee will verify by his/her signature on the form the availability of the facility.
4. Special conditions required by the principal/designee should be attached to the form. The principal/designee using the fee schedule contained in this policy will calculate the cost for the person or group.
5. The principal/designee will attach the check to a copy of the contract and the application form and forward either to the Superintendent or to the designated Superintendent's office.

Users shall meet these conditions:

1. Pay the appropriate fee, in advance, to the principal/designee whose school facilities the person or group is proposing to use.
2. Guarantee adequate supervision for the activity being planned and the number of persons to be at the activity.
3. When renting only fields and/or outside facilities, ensure that the user has made arrangements for appropriate medical needs, including but not limited to facilities for cooling down or warming up any member of the user's group, emergency medical care needs including but not limited to AEDs.
4. Accept the requirement that the principal/designee or Safety Director may require the presence of an employee of the school system and/or law enforcement during the time of the activity.
5. Pay in full for any damages to school property by the group and its guests.
6. Abide by Union County Public Schools policy regarding the prohibition of alcohol, drugs, controlled substances, and tobacco products (UCBOE Policy 3-5, available on the UCPS website).
7. Any person or group that contracts to use the facility then fails to show up will be charged a minimum of twenty dollars (\$20.00) or the cost and expenses imposed upon the UCPS in preparing the facility for the intended use, whichever is greater.
8. Groups and individuals that use school facilities must comply with all federal, state and local laws and any additional rules required by the board, superintendent or his/her designee, or the principal/designee.
9. Users must comply with the requirements of the American with Disabilities Act (ADA) (particularly Subchapter III pertaining to Public Accommodations and Services Operated by Private Entities) and the federal regulations that have been adopted for the implementation of the ADA.
10. Users will not permit the use of inflatables on school grounds.
11. Users shall not possess weapons or explosives while on school grounds.
12. Users shall not possess tobacco or alcohol (except with prior written permission) on school grounds.
13. Any violation by a user of the provisions of this policy or any applicable regulations will be grounds for the suspension of the user's privilege to use school facilities for such period as deemed appropriate by the principal, subject to the review of the superintendent and board of education.
14. The User will not be granted access to the facility at any times other than those specified on the Application for Use of School Facilities or the attached worksheet.
15. The User(s) must give written notice to the School of any accident resulting in bodily injury or damage to property of the School or others occurring on School premises or in any way connected with the use of School premises within 24 hours of the accident. The notice must include details of the time, place and circumstances of the names and addresses of any person(s) witnessing the accident.
16. In addition, the User(s) undertakes and agrees to indemnify and hold harmless the school, school board, school board elected and appointed officials, administrators, principals, teachers and all other school employees, volunteers or representatives, and all persons and bodies corporate acting for and on behalf of them, against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorney fees) whatsoever (including injury to persons and damage to property) for which they may be or become liable directly or indirectly arising out of the use of School premises by the User(s)(or the servants, agents or invitees of the User(s)), and for such further sums in excess of those contained in any insurance policy procured by User(s)

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relating to the use of the School premises or for such amounts as may not be payable under any such insurance policy.

17. All user groups, except school sponsored groups, will be required to furnish a certificate of insurance for general liability coverage with a total limit coverage of \$1,000,000 for each claim made. The insurance policy must be provided by a company authorized to do business in the state of North Carolina. The Certificate of Insurance must list "Union County Board of Education" as certificate holder and Additional Insured. This certificate must be provided to the District at the time the application is submitted.

- a. Property Damage
 - i. The applicant/user group agrees to accept full responsibility for protecting the property and equipment of UCPS and assumes any and all liability for any necessary repairs or replacements required or for any damage done to the facility, building, equipment or property during use by the user group/ applicant.
- b. Personal Injury
 - i. The applicant (or his insurance carrier) is responsible for all claims for personal injury that arise from the applicant's use of a school facility.

FEE SCHEDULE FOR USE OF SCHOOL FACILITIES

Principals will use the fee schedule below when renting any part of their facility for use by an individual citizen or by a community group. Please see Policy 2-49 *Use of School Facilities* for detailed group definitions.

The following entities may use the facility at no charge:

- School-related organizations;
- Federal, State, Local Government or any Government Agency (for conducting a public meeting or hearing);
- Political parties recognized by the county or state Board of Elections for Precinct Meetings;
- The Board of Election for conducting registration and voting.

The following entities are not exempt from paying facility use fees as set forth below:

- For Profit entities:

FACILITY	½ DAY (4 HOURS)	FULL DAY (8 HOURS)
Elementary	\$225.00	\$450.00
Middle	\$350.00	\$700.00
High	\$650.00	\$1,300.00

- Non Profit entities:

FACILITY	½ DAY (4 HOURS)	FULL DAY (8 HOURS)
Elementary	\$169.00	\$338.00
Middle	\$263.00	\$525.00
High	\$488.00	\$975.00

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- Community-Based Organizations:

FACILITY	½ DAY (4 HOURS)	FULL DAY (8 HOURS)
Elementary	\$113.00	\$225.00
Middle	\$175.00	\$350.00
High	\$325.00	\$650.00

- Sports Camps
 - For Profit sports camps pay the for-profit rate above.
 - Non Profit sports camps pay the non-profit rate above.
- Independent Teams will pay the for-profit rate unless they provide a copy of the national or local sports organization Internal revenue Service tax Exempt 501(c)(3) document or a copy of a Tax Exempt letter issued by the NC Department of Revenue, at which time they can pay the non-profit rate.
- City/County/Community Recreation Leagues:

FACILITY	½ DAY (4 HOURS)	FULL DAY (8 HOURS)
Elementary	\$90.00	\$180.00
Middle	\$140.00	\$280.00
High	\$260.00	\$520.00

In Kind: Only government and not-profit community organizations may use the following in-kind credit process: The in-kind credit proposal will identify the service(s), material(s) or combination thereof that will be donated to the school.

1. Proof of value, invoices or receipts, where possible should be attached to the proposal. If it is not possible to provide invoices or receipts as proof of value, then an estimated value should be placed on the contribution and the basis for calculating such an estimated value.
2. The administration will confirm the accuracy of the identified value and establish a Community Use credit balance which the government or non-profit agency may draw against to offset the established facility use fees at the school of donation.

Additional Provisions:

1. A fee in addition to the above schedule will be charged to cover all required law enforcement or supervisory services. The amount of the law enforcement or supervisory fee will be determined by the principal based on the wages of the individual or negotiated fee while meeting the labor law requirements for overtime.
2. If the kitchen is to be used, a member of the kitchen staff must be employed to supervise the use of kitchen equipment.
3. The same fee will be charged to use facilities for practice or rehearsal purposes as for performances or contests.

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4. The Superintendent or the designated Superintendent's office will negotiate any request for use of facilities not covered by the above schedule. For use of the kitchen, please contact the Director of Child Nutrition.
5. Any request for "continual use" (more than one month) must have the approval of the Superintendent or designated Superintendent's office.

SIGNS

Signs Advertising Use of School Facilities

1. The content of the signs is limited to the following event information only: the name of the group, when and where the meeting will take place, and contact information such as a phone number or website. No other information will be allowed on signs posted on school property.
2. Signs may only be posted after school hours. For weekday meetings, signs may be posted after regular school hours the day before the meeting and removed before school begins the day after the meeting. For weekend meetings, signs may be posted after regular school hours on Fridays and removed before school begins on Mondays. Under no circumstances are signs to remain posted on school property all day, every day.
3. All signs placed on school property must meet county zoning requirements. Placement and removal of signs is the sole responsibility of the organization. Should the user fail to follow these guidelines the sign will be removed by the district, at the users cost, and the user's ability to post signs will be withdrawn. Repeated violations may cause cancellation of the rental contract or denial of use of the facility.
4. Storage of signs is the sole responsibility of the organization. Provisions for on-site storage are in the sole discretion of the principal.
5. All damage to school property or landscaping will be promptly repaired to the satisfaction of UCPS.

Temporary Political Signs during Elections

For schools serving as polling places in elections, the guidelines prescribed by the Union County Board of Elections regarding signs will be followed:

1. Signs must be at least 50 feet from the main entrance to the polling place.
2. Only temporary campaign signs will be permitted up to 14 hours prior to elections under administrative guidelines developed in accordance with local and state law. All signs shall be removed before the start of school the day following the election.
3. All damage to school property or landscaping will be promptly repaired to the satisfaction of UCPS.

PLAYGROUNDS

Unlighted school playgrounds are used informally by the children of the community and by organized community groups during non-school hours. Use of unlighted playgrounds during the school term is at the discretion of the principal and under such conditions and restrictions, as the principal shall direct. UCPS assumes no liability in connection with the use of playgrounds and any person(s) causing damage or defacement to the school facilities is subject to prosecution.

Horses, and motorized pleasure vehicles (motorbikes, motor scooters, go-carts, etc.), bicycles, and skateboards are not allowed on school playgrounds at any time.

EQUIPMENT

It is the policy of the schools to cooperate with community groups. Equipment may be loaned to groups when this can be done without interference to the instructional program or extra curricular activities.

The decision to loan equipment is at the sole discretion of the principal who is responsible for the equipment. School equipment may not be rented to individuals or groups for profit making purposes.

Any agreement to loan the property must be in writing. The agreement must specify that the individual or group receiving the loan will be responsible for the proper care and preservation of the property and will compensate the school district for any damages or loss in value as it is determined by the Superintendent or designated Superintendent. The agreement also must stipulate that no liability will attach to UCPS and that UCPS will be held harmless for personal injury suffered by the use of the school property pursuant to such agreements. A reasonable use fee may be set by UCPS and may be included in the agreement. The Superintendent or designated Superintendent is authorized to enter into such written agreements on behalf of the Board.

EXTENDED USE AGREEMENTS AND LEASES; PLAN FOR JOINT USE OF ATHLETIC FIELD AND RECREATION FACILITIES

Joint Planning Initiatives.

1. Union County Public Schools staff will meet with county staff, municipality staff, and/or other community group members during the "Future Schools" planning phase to look for opportunities to share in the cost of land acquisition for large enough parcels to meet the school system's program of space for new schools and to meet the space needs of the partnering agency or municipality.
2. Union County Public Schools staff will meet with county staff, municipality staff, and/or other community group members on current schools under construction or currently owned parcels that have been identified for future schools to seek opportunities to enhance the properties such as walking trails, additional playing fields or upgrades to playing fields, etc.

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3. Union County Public Schools staff will meet with city/county/community recreation leagues or other nonprofit partners to find ways to partner for the use of fields and recreation facilities with shared costs for upgrades, enhancements, and/or ongoing maintenance to the fields or recreation facilities.
4. To the extent other governmental entities or local recreation non-profit organizations have funding available and are interested in partnering with UCPS to enhance UCPS facilities and promote community use thereof, UCPS will consider entering into “extended use agreements” or long term leases with such entities.

Guidelines for Extended Use Agreements of Long-term Leases

1. Extended Use Agreements. Extended use agreements are intended to be used with non-profit groups or other governmental entities that are willing to share costs of ongoing maintenance of UCPS facilities and/or to make substantial financial commitments to upgrade UCPS facilities. These shared costs should be at least 50% of the expected rental amount (if paid) for the time that the group would use the field or facility up to the end of the school year. With field usage, it is recommended that ongoing maintenance should be the first priority. Any other deviation to this amount should be agreed upon by the Superintendent or the designated Superintendent. Unless approved by the Superintendent or designated Superintendent, this type of agreement will be made on a year-to-year basis.
2. Parks & Recreation Grant Agreements. For grants meeting or exceeding \$10,000, there is a three year agreement with a two year renewal and then a one year renewal. For grants under \$10,000, there is a three year agreement with a one year renewal. There will continue to be a thirty, sixty, or ninety day opt-out clause with either of these agreements.
3. City/County/Community recreation leagues and other nonprofit partners that do not wish to provide upgrades, enhancements, and/or ongoing maintenance to the fields and/or recreation facilities will be subject to the Facilities Use Policy fees for nonprofit groups appropriate for the location and time the facility is in use.
4. All for-profit partners will be subject to the Facilities Use Policy fees for profit groups appropriate for the location and time the facility is in use.
5. Any upgrades, enhancements, and/or maintenance to any Union County Public Schools field and/or facility must involve and have the approval of the Union County Public Schools Facilities Department. The Superintendent or the designated Superintendent should facilitate all contact with this department.
6. Principals will forward all requests for extended use or long term lease agreements to the office of the Superintendent or designated Superintendent with the appropriate documentation outlining the proposed agreement and indicating compliance with these guidelines.

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7. The School Board Attorney must be involved with any extended use agreements or long-term leases.

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