

USE OF FACILITIES

GENERAL STATEMENT POLICY

The primary function of public school facilities is to provide safe, secure, and quality educational environments conducive to student learning. The Edgecombe County Board of Education supports occasional community use of public school buildings, facilities, and grounds for civic, cultural, educational, recreational, and other appropriate activities of a non-commercial nature. Such use shall not conflict or interfere with public school functions and activities, any laws or ordinances, the proper care and maintenance of school property, create costs for the district, or jeopardize efforts to maintain a healthy, safe, and secure school environment.

The Board authorizes the Superintendent or his/her designee to develop a procedure, contract, and fee structure for the appropriate use and rental of school facilities to ensure the fees charged to all users cover overtime for personnel, utilities, repairs, maintenance, and other related costs. The fee schedule shall be inclusive of all Edgecombe County Public School property and users may be required to provide a damage deposit, proof of insurance, and employ security officers as deemed appropriate. Users shall be required to pay for damages beyond normal wear. A school system employee **designated by the principal** shall be on the premises at all times during the non-school use of a school facility.

The Board authorizes the Superintendent or his/her designee to deny use of a public school facility when such use is deemed to conflict or interfere with public school functions and activities, any laws or ordinances, the proper care and maintenance of school property **before, during, or after the external event**, or has the potential to create excessive costs for the district or jeopardize efforts to maintain a healthy, safe, and secure school environment. **There is a restriction on the use of facilities during the months of June, July, and August.**

Facilities designated for student use may be used for single or short-term events. The facilities will not be rented on a continuing or long-term basis in lieu of an organization's own facilities. **The length of a single use of the facility shall be limited to 6 hours, not to exceed 9:00 p.m. unless approved by the Board of Education.**

Cafeteria kitchen facilities and equipment are not available for use by outside organizations.

The facilities will not be used for the support of a political candidate or candidates or for any political reason other than a forum open for the participation for all candidates. In renting or making available for use any Edgecombe County Public School property, neither the Superintendent, the Board of Education, nor any district personnel assume any responsibility for loss or damage to any property placed on the premises by the user or participants, nor personal injury which may occur during the use of the facility.

No one shall use school system facilities/property without having first executed a contract for Non-School use of School Facilities Agreement.

SOURCE: Edgecombe County Public Schools

ADOPTED: November 9, 1998

REVISED: May 10, 2004; June 14, 2004; October 11, 2010 (Implemented November 2, 2010); November 16, 2017

LEGAL REF: G.S. 115C-524; Pro-Children Act of 1994, 20 U.S.C. §6081 et. Seq.

**EDGECOMBE COUNTY PUBLIC SCHOOLS
TARBORO, NORTH CAROLINA
APPLICATION FOR PUBLIC/NON-SCHOOL USE OF SCHOOL FACILITIES**
Reference: BOE Policy #2430

DATE OF APPLICATION: _____

ORGANIZATION REQUESTING FACILITY: _____

ORGANIZATION REPRESENTATIVE MAKING REQUEST: _____

SITE/FACILITY REQUESTED: _____

SPECIFIC AREAS OF THE FACILITY REQUESTED FOR USE: _____

PURPOSE OF USE: _____

NUMBER OF PARTICIPANTS EXPECTED: _____

DATES/TIMES REQUESTED: (attach separate schedule as needed)

Dates Requested	Time Frame (to include set-up and clean-up)

FEE STRUCTURE: All public/non-school users are expected to pay a facilities use fee at a rate determined to cover the costs of personnel and operating the requested spaces during the requested time period.

Spaces Available (may not be present in all schools)	Hourly Rate (2 hour minimum required) (includes personnel and utilities)
Auditorium	\$100 per hour
Multipurpose Room	\$100 per hour
Gymnasium	\$200 per hour
Lunchroom (kitchen not included)	\$80 per hour

INSURANCE REQUIREMENT: All users, except school-sponsored groups, must furnish a certificate of insurance for general liability coverage with total limit coverage of \$1,000,000 for each claim made. Alternatively, the superintendent or designee may require the user group to execute a waiver of liability that states, in accordance with the protection from liability afforded the Board under **NC Statute 115C-524**, “no liability shall attach to any board of education, individually or collectively, for personal injury or personal property damage suffered by reason of the use of such school property pursuant to (this) agreement.” The user agrees that at all times the school facilities remain under the control of the agents of the governing board of the school district.

RULES AND REGULATIONS

1. An application is required for every instance of public/non-school use of facilities.
2. An authorized custodian will open the building, remain present at all times during the applicant's use, and will close and secure the building at the conclusion of the use.
3. The applicant agrees to assume financial responsibility for any damages or losses sustained to the school building, furniture, equipment, or grounds accruing through the occupancy or use of said facilities by the applicant.
4. Any alterations to electrical, structural, or other building features or equipment are prohibited except as approved in writing and supervised by the Director of Maintenance.
5. The applicant agrees to maintain proper use of facilities and restore them to the condition existing prior to the event. If conditions warrant, the district retains the right to assess additional fees to cover the district costs of cleaning or restoring the facility to its original condition and the user's permit will be suspended until payment is received.
6. The applicant agrees to abide by all applicable laws and ECPS policies prohibiting weapons, smoking, and consumption or possession of alcoholic beverages, intoxicant or controlled substances in any form on any district property. Violation of this regulation shall be justification for immediate termination of the use or event, closing of the facility, and denial of future use requests by this organization or its representatives.
7. The applicant agrees to abide by the hours stipulated in the request: to complete cleaning and removal of all materials from the space; and all participants will exit the building by the expiration of the time requested. There will be no refund of fees if applicant exits early.
8. Any permission granted for the use of school facilities may be revoked without prior notice when need of the property for a school purpose is deemed essential or when the building is needed for a community emergency.
9. If a submission for use of a facility for hours exceeding the 9:00 p.m. limit falls after the Board meets and prior to the next meeting of the Board, approval for use may be granted by the Superintendent and Board of Education Chairperson.

HOLD HARMLESS & INDEMNIFICATION AGREEMENT: The undersigned agrees to defend, indemnify and hold harmless the Edgecombe County Public School District, its Board, agents and employees, individually and collectively, from and against all costs, losses, claims, actions and judgments arising from personal injuries, property damage or otherwise, regardless of cause, that may arise in anyway from or be alleged to be caused by the lessee's use of occupancy of district facilities, furniture or equipment.

PERMITS: To assure proper procedures are followed, permits are only issued on Wednesday. This permit must be displayed at the facility and available for inspection on the day(s) for which the facility is rented.

APPLICANT AGREEMENT:

I certify that I have been duly authorized by the organization to act on its behalf in making application for use of facilities. I also certify that I have read the requirements listed above and the regulations, conditions, and terms of this application; and that I, and the organization which I represent, will abide by them and to all other rules and regulations which are communicated to us by the Edgecombe County Public Schools Board of Education and its authorized agents. I understand that all facilities use fees must be paid by **certified check or money order** prior to use and any subsequent charges for damages or other assessments are due and payable upon receipt of an invoice from the school district.

Signature of Applicant Representative: _____ Date: _____

Printed Name of Applicant Representative: _____ Phone: _____

Mailing Address: _____

Email Address: _____ Other Phone: _____ Fax: _____

For Completion by Principal:

Fees Paid: yes _____ no _____ Method of Payment: _____ Amount _____
(certified check or money order)

Insurance Certificate or Waiver Attached: yes _____ no _____

Copy of Check Attached: yes _____ no _____

Principal's Signature: (indicates availability of facility and custodian):

For Completion by Central Office:

Request Approved: yes _____ no: _____

Permit Issued by: _____ Date Issued: _____

ECPS FACILITIES USE PERMIT

(1 Copy to Principal, 1 Copy to User, 1 Copy to Maintenance, 2 Copies with check and insurance to Finance)

Date of Permit: _____

Date(s) of Use: _____

Organization: _____

Has permission to use: _____

(area(s) of facility)

At: _____

(Name of school)

From: _____
(time)

To: _____
(time)

Authorizing Official: _____

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4. Any alternations to electrical, structural, or other building features or equipment are prohibited except as approved in writing and supervised by the Director of Maintenance.
5. The applicant agrees to maintain proper use of facilities and restore them to the condition existing prior to the event. If conditions warrant, the district retains the right to assess additional fees to cover the district costs of cleaning or restoring the facility to its original condition and the user's permit will be suspended until payment is received.
6. The applicant agrees to abide by all applicable laws and ECPS policies prohibiting weapons, smoking, and consumption or possession of alcoholic beverages, intoxicant or controlled substances in any form on any district property. Violation of this regulation shall be justification for immediate termination of the use or event, closing of the facility, and denial of future use requests by this organization or its representative.
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8. Any permission granted for the use of school facilities may be revoked without prior notice when need of the property for a school purpose is deemed essential or when the building is needed for a community emergency.

Insurance Waiver

Copies to Principal, User, Maintenance, and Finance

Date: _____

Date(s) of Use: _____

Organization: _____

At: _____
(name of school)

From: _____
(time)

To: _____
(time)

This waiver is in lieu of liability insurance and is in accordance with the protection from liability afforded the ECPS Board of Education under North Carolina Statute 115C-524. It states, "No liability shall attach to any board of education, individually or collectively, for personal injury or personal property damage suffered by reason of the use of such school property pursuant to (this) agreement." By signing this form, the user agrees to assume all liability for personal injury or damage to personal property.

Authorizing Official: _____
(name of user)