

Board of Education Policy 9.2300
Administrative Procedure

Administrative Procedure For
Use of Catawba County Schools Facilities

Effective November 1, 2004

I. General

- A. The Catawba County Board of Education may allow the use of public school property by organizations, institutions, and businesses for such educational, recreational, social, civic, philanthropic, and like purposes as the board deems for the best interest of the community.
- B. Permission to use school facilities will be granted by the principal and/or designee and the Assistant Superintendent for Auxiliary Services or designee when such use will not interfere in any way with the regular programs and activities of the schools.
- C. The designee for the Assistant Superintendent of Auxiliary Services will be Community Schools.

II. Rules and Procedures

- A. Specific rules and procedures for the event will be typed on the Reservation Contract for Use of School Facilities. Violation of rules and procedures may prevent the leasing group from any future use of a facility belonging to the Catawba County Board of Education.
- B. The Reservation Contract for Use of School Facilities must be signed at least seven (7) days but no more than sixty (60) days prior to the event.
- C. The principal or the designated person assigned by the principal to be in charge of the building, whenever opened for public use and shall be responsible to the Board of Education.
- D. All activities must be under appropriate adult supervision. An adult is defined as being 21 years or older. The adult supervisor(s) must be in attendance at all times and accept the responsibility of caring for the school facility and equipment, monitoring the conduct of their group while using the facility, confining the activities of the group only to the area specified in the contract, using equipment agreed upon in the contract, and leaving the premises at the time specified in the contract.
- E. If police protection is needed, as determined by the school principal and the Assistant Superintendent for Auxiliary Services, it must be provided by the leasing organization. The school principal and Assistant Superintendent will determine the number of officers necessary based on the activity and anticipated number of participants and/or spectators.
- F. Only school furniture provided for a particular facility may be used. Any rearrangement of the furniture must be done by the leasing group and with the specific permission of the principal. The leasing group must return the furniture to the original configuration before leaving the facility.

- G. Kitchen facilities can only be rented if the cafeteria manager or the manager's designee is present to supervise and assist. Payment for the cafeteria worker's time spent at the event will be the responsibility of the leasing group.
- H. All school buildings and campuses are smoke free areas. Open flames, the use of any tobacco product on school premises, the use of any alcohol, gambling, or the possession of any form of weapon is strictly prohibited. Fire marshal occupancy requirements relative to occupancy must be strictly followed. The principal or designee reserves the right to use metal detectors with any group using the facility. Violation of any of these rules will result in the offending person(s) being escorted from the school grounds.
- I. This facility use policy addresses the use of the gymnasium, cafeteria, and kitchen equipment only. Athletic equipment, pianos, sound systems, floodlights, field lights or other specialized school equipment may be used only with approval of the principal. An additional fee will be charged for the use of specialized equipment.
- J. The Catawba County Board of Education encourages the use of its facilities by communities and organizations within the county. The Board is willing to address and accommodate a wide range of responsible and community enhancing requests. Areas and ideas for the use of facilities not addressed within this policy may be negotiated with the Board of Education.

III. Authorized Users of School Facilities

- A. Students and teachers in a given school have first priority use when the activity is an extension of the school day or an outgrowth of the school's program. No facility use contract is required for student and teacher use of the facility.
- B. Organizations or groups that co-sponsor educational activities that enhance the school and its programs have second priority use of the school facility. Such groups include Booster clubs, PTA activities, or Adult Education. No facility use contract is required for these groups.
- C. Organized community/civic groups, supervised youth groups, recreational groups, church groups, and non-profit groups conducting a non-income activity may use a school facility. Church groups, Pee Wee and soccer competitions and athletic foundations must have a signed contract and produce a proof of insurance document meeting the amount of coverage specified by the Catawba County Board of Education.
- D. Community service agencies such as rescue squads, fire departments and law enforcement groups may use a school facility for special events. These agencies must have a signed contract and a proof of insurance document.
- E. Organizations operating for private gain may use school facilities only when the activity serves an educational, civic, or charitable purpose. Such groups must secure a signed contract and a proof of insurance document.
- F. Facility use fees will be established by the Catawba County Board of Education in coordination with Community Schools.
- G. The agency must provide adequate adult supervision for their activities within the facility or on the grounds of the facility. There must be one adult, twenty-one years or older, to

supervise each group of fifteen children. Failure to provide adequate adult supervision may result in the prevention of any future utilization of our school facilities/grounds.

- H. The cost to repair any damage done to the property or any injury incurred by participants or spectators shall be paid by the using organization or group.
- I. Catawba County Schools reserves the right to determine the propriety of any request, the right to deny the use of a facility, and the right to charge additional fees for the use of a facility. The Assistant Superintendent for Auxiliary Services shall work with the principal or his designee to follow the guidelines and procedures outlined within this policy.

IV. Fees and Charges

- A. A fee schedule for rent and utilities shall be set by the Assistant Superintendent for Auxiliary Services, in coordination with Community Schools, and it shall be approved and reviewed at least annually by the Board of Education.
- B. No fees or charges will be made for facility usage by the two school groups described in Paragraphs IIIA and IIIB. Waivers or modifications of fees may be acceptable for groups in Paragraphs IIIC – IIIE in the following situations:
 - 1. Fundraiser – When a faculty/staff member or school organization sponsors an activity to earn funds for a school or an organization within the school, this may be classified as a fundraiser. The principal should complete the contract and write in appropriate information concerning supervision and fees (i.e. Coach Jones will be the school supervisor – no charge and the profits will be for warm-up jackets for the baseball team).
 - 2. Pay-In-Kind – Recreational organizations that support students within a school district, may receive a “Pay-In-Kind” Waiver. This means that the organization may use a facility at no cost or at a reduced fee, if they provide a meaningful service to the school (i.e. the YMCA uses the gym, in turn, all students may use the YMCA swimming pool at no cost). The principal should complete the contract and write in “Pay-in-Kind” and designate a trusted member(s) of the organization as the supervisor.
- C. The leasing group assumes the financial responsibility for any property damage and will be billed additionally for necessary cleanup or extended time of use not covered in the initial contract.

V. Responsibilities of the Principal or Designee

- A. Determine if the facility is available as per the request from the requesting organization/group. Ensure that it does not interfere with the normal school functions and is in the best interest of the school and community.
- B. Prior to signing the Reservation Contract, ensure that all questions have been resolved and noted on the Reservation Contract. It is encouraged to contact Community Schools, the requesting organization/group and the Assistant Superintendent of Auxiliary Services to clarify any questions or pending issues.
- C. If approved, sign the contract and return it to Community Schools. Maintain a copy at your school.

- D. For outside groups, you are encouraged to utilize your personnel as supervisors. They must open and close the facility and be in attendance at all times.
- E. For community groups, you must ensure that a responsible person, an adult, opens and closes the facility and is in attendance at all times.
- F. All organizations listed Paragraphs III C – III E must have a signed contract and show proof of liability insurance as noted in Paragraph VI B-5.
- G. Welcome and support the leasing group in a professional manner.
- H. Immediately report any discrepancies or problems to Community Schools or to the Assistant Superintendent for Auxiliary Services.

VI. Responsibilities of Community Schools

- A. Community Schools will work as the designee of the Assistant Superintendent of Auxiliary Services.
- B. Act as the “Point of Contact” for organizations / groups to utilize Catawba County Schools facilities.
 - 1. Draft Reservation Contracts and act as liaison between organizations / groups and schools.
 - 2. Submit Reservation Contracts to schools.
 - 3. Approve / disapprove the Reservation Contract as the designee of the Assistant Superintendent of Auxiliary Services and in conjunction with the principal.
 - 4. Determine appropriate fee for facility use.
 - 5. Ensure organizations/groups listed in Paragraphs III-C – III-E have appropriate insurance. Proof of insurance should accompany Reservation Contract.
 - a. Minimum coverage of \$500,000 for injuries to one person.
 - b. Minimum coverage of \$1,000,000 for injuries to more than one person in one accident.
 - c. Minimum coverage of \$250,000 for damage to property.
- C. Contact the Assistant Superintendent for Auxiliary Services to resolve any issues between leasing organizations / groups and schools.
- D. Submit monthly to the Assistant Superintendent for Auxiliary Services, a usage calendar.
 - 1. Reflects current monthly usage.
 - 2. Reflects three months in advance usage
 - 3. Reflects if fees are to be charged.

- E. Submit quarterly (by the 15th of April, July, October and January) to the Assistant Superintendent for Auxiliary Services, an accounting of funds earned and a check to Catawba County Schools.
 - 1. Organization/group
 - 2. School and Facility
 - 3. Date/Time Used
 - 4. Fees charged
 - 5. Fees expended (i.e. payment to employees)
 - 6. Funds earned
- F. At least annually review and update Facility Usage rates with Catawba County Schools, Hickory City Schools, and Newton-Conover City Schools.

VII. Responsibilities of the Assistant Superintendent for Auxiliary Services

- A. The Assistant Superintendent for Auxiliary Services and the principal have the right to refuse use of school facilities to any groups or individual when the activity is not in the best interest of the school or community.
- B. It is the responsibility of the person making the request to check with the principal to see if the date of the event is open. If the date is open the person making the request must contact the Assistant Superintendent for Auxiliary Services designee, Community Schools, to secure a contract for the event.
- C. Scheduling the use of a facility is the responsibility of Community Schools who shall direct the individual to produce a proof of insurance document. When that document has been received, Community Schools will draw up a Reservation Contract for Use of School Facilities, which must be signed by the person making the request and the principal. The contract will not be signed until it contains the signatures of the using organization and the principal, and the proof of insurance document. Community Schools shall write any required special instructions for the event on the contract.
- D. Confirmation of the date for the use of a facility is the responsibility of the principal or designee. The signature of the principal on the contract is an indication to the Assistant Superintendent for Auxiliary Services and Community Schools that the date is available for the event and does not conflict with any other event at that facility. The contract shall contain the express language that the Catawba County Board of Education does not guarantee that the date for the use of the facility is available or that there are no other conflicts regarding said date. The Catawba County Board of Education shall not be liable for damages in the event the facility is not able to be used pursuant to the facility use agreement except for the refund of any facility use fee which may have been paid in advance.
- E. The principal, in coordination with Community Schools, is responsible for designating an employee to be present while the facility is being used. The leasing group is responsible for paying the salary of the employee who is in charge of the facility during the event. Non-exempt employees will be paid 1 ½ times their regular Catawba County Schools salary. A fee for exempt employees will be negotiated between the leasing organization and the employee. The designated employee shall remain in the facility the entire time of the scheduled event to insure proper use of the facility, provide access to restrooms, and use of a telephone for emergencies. The designated employee is responsible for opening and

closing the facility on time for the event. The overall responsibility of the designated employee is to provide responsible and courteous service to the contracting party. The designated employee assigned to the building during the event has the authority to close the facility if there is evidence of misuse or misconduct present. The designated employee shall have neither responsibility nor authority to provide security to the facility user or to any person who shall be on Board of Education premises with regards to such use. The reservation contract shall have a provision that makes the facility user solely and exclusively responsible to provide all security services related to its use of Board of Education facilities and which makes the user responsible to indemnify and hold the Board of Education harmless against any claim for failure to provide adequate security.

- F. Community Schools, in conjunction with the principal, shall designate the area to be used by the contracting group, and those specifications shall be included on the facility usage contract.

- G. Prior to the use of the area, the principal or designee is responsible for inspecting the facility to ensure that the area is clean and ready for use. Following the event the principal or designee shall examine the area to ensure it has been left in the condition it was found. Any discrepancies must be documented and reported to the principal and the Assistant Superintendent for Auxiliary Services. Community Schools is responsible for collecting damages from the contracting group.

Superintendent

Date