

**LEE COUNTY SCHOOLS
LIST OF APPENDICES
FOR FACILITY USE APPLICATIONS**

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LEE COUNTY SCHOOLS

PROCEDURES FOR FACILITY USE

Lee County Schools (LCS) supports the use of school facilities for non-school purposes. This procedure provides direction on the specific requirements, forms, criteria, and definitions that will assist in making application for facility use. Every successful application will include the following:

- Facility Use Application form (Appendix C, to be completed online or at the school site for initial permission from the principal for availability);
- Certificate of Insurance;
- Hold Harmless Agreement (Appendix E);
- Payment by check or cash.

Other Forms that might be required, if applicable, include the following:

- Extended Employment Use form/Timesheet for contracting with school employees
- Request for Kitchen/Concession Use (Appendix G)
- Completed Criminal Record Check form (in accordance with Regulation Code: 7100-R Recruitment and Selection of Personnel) at the expense of the lessee; and
- Equipment Usage Agreement (Appendix H).

The following sections are arranged as follows:

- I. General Information for Organizations
- II. Organizations Exempt from Paying Facility Use Charges
- III. Organizations Not Exempt from Paying Facility Use Charges
- IV. Payment Details for Sports Teams, Camps, and Recreation Leagues
- V. Facilities and Equipment available; Guidelines for Use
- VI. Personnel information: Contractual Arrangements and Available Personnel
- VII. Organization Obligations, Responsibilities, Liabilities, and Consequences

I. General Information for Organizations

Application for Facility Use

All requests for use of school facilities must be submitted to the school's principal a minimum of thirty (30) working days in advance of the expected usage date.

1. The school principal will evaluate the request based on the availability of the facility.
2. The principal's signature for scheduling approval of the agreement signifies that the requested dates/times for facility use do not conflict with other existing events or activities.
3. Once the principal approves the scheduling (by signing), the application will be submitted to the Central Office (Auxiliary Services) with all appropriate documents.

The Assistant Superintendent for Auxiliary Services will inspect all paperwork (using the Facility Use Check-Off List, Appendix L).

4. Once the facility application is approved by the assistant superintendent, the invoice will be sent to the requesting person/organization for initial payment to reserve the facility. The remaining balance is required to be paid in full within ten (10) business days of the date billed.

Damages and Liability Insurance

Users of school facilities are responsible for all damages to school facilities, property or equipment that occurs while the facility is being used by the group, regardless of who caused the damage. Users are also responsible for the conduct of all persons involved in the users' activities while on school property.

All users groups, except school sponsored groups, must furnish a certificate of insurance for general liability coverage with a minimum 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 and must be valid for the period of time the school facility will be used. The Certificate of Insurance must be provided to the District at the time the application is submitted. The applicant/user group agrees to accept full responsibility for protecting the property and equipment of LCS 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. In addition, the user group is required to execute a waiver of liability that states that no liability will attach to the board of education, individually or collectively, for personal injury or personal property damage by reason of use of the school property.

II. Organizations Exempt from Paying Facility Use Charges

School-related organizations

School-related organizations will not be charged a facility usage fee, but may incur personnel (i.e., custodial/cafeteria or supply) fees. These fees are to be levied for after hours use.

Federal, State, Local Government or any Government Agencies

Any government agency may use a school facility for conducting a public meeting or hearing without incurring a facilities charge. The district must be reimbursed for personnel labor and the cost of supplies at the rate outlined in the applicable Fee Schedule (Appendix K). Personnel assignment fees will be charged only if the scheduled event occurs after the District employee's normal working hours.

Precinct Meetings

Pursuant to North Carolina General Statute 163-99, each political party recognized by the county or the state Board of Elections may hold a precinct meeting without charge at schools designated as polling places. Each party will schedule all of its precinct meetings on the same date.

Organizers of precinct meetings to be held on school property shall be required to complete a Facility Use Application (Appendix C). Precinct meetings may be held twice a year per organization without a facility usage charge. The district must be reimbursed for the cost of supplies at the rate outlined in the applicable Fee Schedule (Appendix K). Personnel assignment fees will be charged only if the scheduled event occurs after the District employee's normal working hours.

Elections

Pursuant to North Carolina General Statute 163-129, the Board of Elections has the right to use school facilities without a facility use charge for the purpose of conducting registration and voting for any primary or general election. The district must be reimbursed for personnel labor and the cost of supplies at the rate outlined in the applicable Fee Schedule (Appendix K). Personnel assignment fees will be charged only if the scheduled event occurs after the District employee's normal working hours.

III. Organizations Not Exempt from Paying Facility Use Charges

Personnel assignment fees will be charged only if the scheduled event occurs after the employee's normal working hours.

For-Profit

LCS does not encourage the use of school facilities by For-Profit enterprises. If both a for-profit and a non-profit organization submit applications to use the same school facility at the same time, preference will be given to the non-profit organization's application. Facilities rented to For-Profit enterprises will be charged in accordance with the attached Fee Schedule (Appendix K).

Non Profit

For Non-Profit Organizations, facility usage, supplies, and personnel fees are assessed as outlined in the Fee Schedule (Appendix K).

Community-Based Organizations

Groups, including but not limited to colleges and universities, sponsoring activities other than educational activities, adult fraternities/sororities, professional and occupational groups, and church and religious groups may use school facilities but must pay facility usage, custodial supply fees and personnel(custodial/cafeteria) fees based on rates outlined in the Fee Schedule (Appendix K).

In-Kind Credit Process

Government and non-profit community organizations are encouraged to donate equipment or services to a school that will directly benefit our children during student hours. In such instances, a written proposal will be made to the Superintendent, or his designee, through the school principal. Credit balances are good for two school years.

Process for submitting for in-kind credit:

1. The in-kind credit proposal will identify the service(s), material(s) or combination thereof that will be donated to the school.
2. 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.
3. 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.

IV. Payment details for Sports Camps and Independent Teams; City/County Community Recreation Leagues; Shared Use Agreements

Personnel assignment fees will be charged only if the scheduled event occurs after the employee's normal working hours.

Sports Camp

1. **Non-Profit.** Non-profit camps may be organized and operated by non-profit agencies and will be charged a facility usage fee as outlined in the attached fee schedule (Appendix K). The applicant will be required to provide the necessary information in order to verify the organization's status as a non-profit organization, as well as the non-profit tax ID #.
2. **For-Profit.** For-profit camps will be charged at the For-Profit rate for facility use and the individual participant costs will be established by the organization hosting the camp.

Independent Teams

Teams, including but not limited to Amateur Softball Association, Amateur Athletic Union, United States Specialty Sports Association, Colt/Babe Ruth teams etc., that are members of a national or local sports organization but not affiliated with city/county/community recreational leagues that desire to use District facilities for practices, games, and tournaments will be governed by the rules applicable to For Profit Use guidelines. In order not to be charged at the "For-Profit Rate", the independent team representative must 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 NC Department of Revenue. Personnel, facility and supply fees will be charged based on the applicable schedule (Appendix K). The national and local sport organizations must also provide a statement on letterhead from the national organization or local chapter's headquarters with wording that verifies the renting organization as an affiliate.

City/County/Community Recreation Leagues

Shared-use agreements will only be applicable for the use of outside fields. Shared-use agreements, whenever possible, will be negotiated with the central government agency in the community to support recreational activities within that community. When no central government agency exists or when the central government agency cannot support the

shared-use agreement, shared-use agreements will be negotiated with the participating recreation league/association. If the recreation league/association declines to participate, they will be offered the use of the facilities under the terms specified on the Facility Use Application (Appendix C). The terms of the agreements will vary with each governmental agency and community organization, but the terms will cover a specific timeframe and be subject to re-negotiations and termination as defined in the agreement.

V. Facilities and Equipment Available and Guidelines for Use: Use of Kitchen; Technology Lab; Port a johns; District Equipment; Food and Concession Stand; Advertising, Publicity, and Signage; Exterior Space (Fields)

All listed areas on the Facility Use Application (Appendix C) that are found at the regular school sites are available for use, provided such use does not interfere with the operation of the school or the security of school property.

Guidelines for Kitchen/Concession Stand Use

Certain areas in the schools have obtained use permits, such as the school cafeterias/kitchens, culinary arts kitchens, and concession stands. Any organization requesting use of one, or any part of the above mentioned areas, must contact the Lee County Department of Environmental Health, 900 Woodland Avenue, Sanford, NC, 919-718-4641. The organization must obtain a permit, or permit exemption, from that organization prior to consideration/approval from the school district for use of those areas.

If any of the above mentioned areas are approved for usage by an organization, the requesting organization must contract with Lee County Schools' staff whose normal work assignment is in one of those areas. The staff must supervise and oversee the operation and use of equipment. The organization will be charged a fee for at least one (1) Lee County Schools' staff member. Personnel fees shall be paid based on actual salary of employee rendering services as charged through the Lee County Board of Education payroll office, to include hourly rate, overtime pay and benefit costs. In addition, the organization will be billed for any extra staff fees above amount requested.

The organization will also be billed for any damages to facilities and/or equipment.

With the exception of school related organizations, the fee schedule will apply (Appendix K).

Approval for use of the school kitchen, culinary arts kitchen or concession areas must be requested by submitting the proper version of the Facility Use Application (Appendix C) and the Request for Kitchen./Concession Stand Usage (Appendix G).

The requesting organization is responsible for obtaining any food and/or supplies to be used during the requested event. Food must come from an approved source. The Lee County Department of Environmental Health will provide clarification on approved sources.

Guidelines for Technology Laboratory Use

The school principal/site administrator and Technology Department must approve requests for use of a LCS computer, distance learning or technology laboratory.

Technical support of a LCS computer, distance learning, or technology laboratory will be limited to normal operational hours (Monday through Friday, 8 a.m. - 4 p.m.). Technical support will be available based on established priorities, procedures, and workload.

Prior to use of a lab, users will meet with a representative from LCS Technology Department or Career Technical Education (CTE) and, based on a standard checklist, will establish evidence of competency to properly operate the equipment in the lab. Career Technical Education (CTE) labs must have the approval of the Director of CTE. Users are specifically prohibited from installing software or making any changes to computer or network configurations without prior approval from the Technology Department representative. The LCS technology representative will perform all approved installations or reconfigurations. Further, users are responsible for ensuring that all software or materials used in conjunction with use of a laboratory comply with all state, federal, and international laws regarding copyright.

After a lab has been used, the technology representative will inspect the equipment in the lab to verify the status of the equipment. At this time the technology representative will uninstall non-LCS software and return equipment to standard settings and configurations. Users will be responsible for any damage, abuse or theft.

Guidelines for Port-A-Johns

There is an inherent amount of environmental and health risks associated with the staging and usage of this type of unit. In order to minimize that risk, the renting organizations must identify their request to place port-a-john(s) on District property at the time the application is submitted. Port-a-johns are to be staged no earlier than 24 hours before an event and remain on site no longer than 24 hours after the last event of the rental period. Any organization requesting the staging and use of port-a-johns on any school property must provide a copy of the port-a-john agreement to the principal of the school.

At a minimum, the agreement is to clearly define functional and operational aspects of the device to ensure that the:

1. Port-a-john is pumped out and cleaned daily.
2. Port-a-john has a functional interior/exterior door lock. (The exterior lock is needed to ensure that the facility can be locked by the renting organization when the port-a-johns are not in use or are to remain on site overnight.) (Keys for unlocking the port-a-johns are to be maintained by both the principal and the organization renting the area.)
3. Area around the port-a-john is kept clean and free of debris.

Finally, the approval for the staging and use of port-a-johns on school property is a "provisional approval" contingent upon there being no problems with the staging, use, and cleanliness of the port-a-john(s) and surrounding area.

Guidelines Governing Community Use of District Equipment

Equipment must be requested at the time the Facility Use Application (Appendix C) form is submitted. Equipment at the school site can only be used by site staff unless otherwise approved by the principal.

1. Approval for use of site equipment must be requested by submitting the proper version of the Equipment Usage Agreement (Appendix H). Once approval to use the equipment is granted, site personnel must supervise the use of the equipment.
2. If special tuning of a piano is required, there will be an extra charge. No piano shall be raised or lowered by the lessee.
3. The principal of a school may negotiate a rental cost for equipment not normally located in the area being used.
4. All specialized equipment shall be operated by LCS staff members or persons contracted by LCS.
5. Principals will indicate whether equipment is available and whether school employees are required for operation.
6. Payment for use of equipment is due in the Auxiliary Services Department at the Central Office at the time the application for the facility use is submitted.

Guidelines Governing Advertising, Publicity, and Signage

Lee County Schools expects a learning environment free from interruption for non-educational reasons. It supports informing parents and students about educational opportunities and community activities in a non-disruptive way. To that end, only information which has been approved for display or distribution in accordance with Board policy will be distributed.

Requests for advertising must be made at the time the application is submitted. Advertising/ publicizing cannot be done until request is approved by the District Office. The content of the communications to be advertised or presented must be submitted for approval by the District's Central Office. Dissemination of materials in support of the renting organizations program will be in accordance with Lee County Schools Board of Education Policy Code 5030 (Appendix J) and Regulation Code 5030-R (Appendix K).

Signage on school property will not be allowed.

Exterior Space Use

All public school grounds are available for use. Requests for such use must be submitted to the principal of the desired site. Usage fees are applicable as outlined in the fee schedule (Appendix K).

School Stadiums

Requests for use of school site stadiums should be submitted to the principal of that site. The fee schedule (Appendix K) will apply. There will be times during the year when the facility will not be available because of the turf maintenance program. The school's principal is required to deny use of fields when, in their judgment, any one of the following conditions exists, but not limited to:

- One-half inch or more of rain has fallen within the previous 24 hours
- Water is standing on the field
- Soil is frozen
- Turf and mud can be displaced or dislodged from the ground
- Steady rain is falling
- Bare areas are muddy

VI. Personnel Information: Contractual Arrangements and Available Personnel

Personnel Support Contract

When a school facility is used or rented, the superintendent's designee or site principal will require staff member(s) to be present in order to familiarize and assist the user with the facility. Personnel assignments are handled by the principal.

Personnel fees shall be paid based on actual salary of employee rendering services as charged through the Lee County Board of Education payroll office to include hourly rate, overtime pay and benefit costs.

Responsibilities

The staff person shall not be directly responsible for the supervision of the activity, and no liability will be attached to the school district because of any action of the employee. The user will be charged the applicable cost for the employee support. Personnel fees will be charged based on the Fee Schedule (Appendix K).

Contractual Obligations

School district employees cannot be paid directly by the user. An Agreement for Extended-Employment (which will be a LCS timesheet) must be completed for each LCS employee required to support the organization. The timesheet, once signed by the LCS employee, is a work and payment agreement between the LCS employee and the school district. The employee is to be paid in accordance with existing LCS payment rates. If desired, the user may request additional personnel support. If additional employees are needed, there will be an additional charge.

Available Personnel Support

1. Custodial Support: Custodial services are limited to opening and closing buildings, doors, and windows; turning lights on and off; contacting the Maintenance Department to adjust heating/AC (advance notice, minimum one week before the rental); emergency clean-up during the event; normal cleaning after the event; maintenance of restrooms during/after the event; and ensuring that school is in the proper condition to open the next school day. Custodial services do not include transporting equipment and/or supplies, arrangement of any special furniture or equipment or supervision of activities or crowds.
2. Technician Support: The utilization of school equipment (stage and outdoor lighting equipment, sound systems, etc.) will require the employment of school personnel, or professionals approved by the district, trained to operate the desired equipment. The cost of technician support will be added to the agreement.
3. Child Nutrition/Culinary/Concessions Support: Services include overseeing use of any equipment, ensuring proper food handling procedures are being followed, ensuring proper hand washing, glove use, and other personal hygiene procedures are being followed, ensuring proper cleaning and sanitizing of equipment and/or surfaces, ensuring removal of any trash, ensuring all floors are swept and mopped and any other cleaning of the facility.

Elections Custodial Requirements

Custodial services shall begin at 6 a.m. and continue until the election officials have completed their work. Schedules shall be arranged to cover elections support requirements.

- On election days one custodian shall be on duty beginning at 6 a.m. To facilitate the process of having personnel available during elections, principals are to adjust personnel schedules to avoid overtime.
- Personnel assignment fees will be charged only if the scheduled event occurs after the employee's normal working hours.
- Principals are to ensure that support is provided until the election officials leave.

VII. Organization Obligations, Responsibilities, Liabilities, and Consequences

Contractual Obligations

The user shall agree to hold the school district free, harmless, and indemnified from any claims, suits, or causes of action arising from or out of its use of a school facility [G.S. 115C-524(b)].

The user shall not assign or transfer its permit to use school facilities to any other person/organization without the express permission of the appropriate school official. An agreement to use school facilities may be canceled or amended by the user for good

cause provided that seven (7) days notice is given to the school principal. The right to cancel or amend an agreement to use school facilities at any time is reserved by the appropriate school official. On any day that schools are closed for inclement weather or other emergencies, use of school facilities will be canceled. Users are responsible for notifying their membership of such circumstances.

Responsibility for Supervision

The user shall be responsible for the supervision of the activity it sponsors, including the maintenance of order and the safety of the people present. If, in the opinion of the school principal, additional supervision of an intended use of a school facility is needed for crowd control and/or to protect the school district's property, the school principal may require that the user do one or both of the following:

- Contract with the school for one or more additional school employees through the Extended Employment process to assist with the supervision of the activity as an agent of the user and at the user's expense.
- Provide police protection at the user's expense.

Responsibility for Care, Custody and Control of School Facilities

The user shall be responsible for any damage to school property, other than normal wear and tear, while the facility is under the user's care, custody and/or control. Unless waived, in writing by the principal or another appropriate school official, the following rules shall be observed:

1. The user shall not drive nails, tacks or screws into the floors, walls, ceiling, desks or any other school property.
2. The user shall not paint, wallpaper, mark or deface any property.
3. The user shall not wire or connect electrical equipment (such as stage lighting equipment) or adjust the heat or air conditioning controls, unless specifically approved in advance by the appropriate school official.
4. The user shall not sell or serve food or drink or operate concessions in connection with the rental of school buildings other than renting school lunchrooms by special arrangement or operating concessions at stadiums.
5. The user shall wear appropriate athletic shoes when using gymnasiums or tennis courts for athletic or recreational purposes.
6. The user shall remove its property such as decorations, theater props, and equipment from school premises.
7. The user shall leave the school premises when its lease term has expired. No school property shall be in use after 11:30 p.m.
8. The user shall leave the school premises, including parking lots, in a secure, clean, neat and orderly manner.
9. The user shall become familiar with and shall comply with the fire codes of the city and county applicable to each facility being used.
10. The user shall protect all floors when moving furniture and/or equipment.

Prohibited Conduct

The following conduct is prohibited:

- the possession, use or sale of beer, wine, alcohol or controlled substances as defined in the North Carolina Controlled Substances Act (unless authorized by a doctor's prescription)
- the possession of weapons (knives, guns, etc.)
- smoking anywhere on the school district grounds or in the district's facilities
- usage after 11:30 p.m.
- any activity which, in the opinion of school officials, would cause or be substantially likely to cause damage to school property (for example, playing fields should not be used during inclement weather or when their use will damage their condition for school purposes)
- no vehicles allowed on landscaped areas. All vehicles must be parked in designated areas only.
- any activity that is in violation of the laws of this state or of the federal government

Suspension of Privileges

Violations of any of these rules and regulations shall be grounds for the suspension of a user's privilege to use school facilities for such period of time as deemed fitting by the appropriate school official.

FACILITY USE APPLICATION

LEE COUNTY SCHOOLS

APPENDIX C

All Facility Requests must be submitted to the Auxiliary Services Department 30 days prior to the event. No advertising until the contract is finalized.

Request Submitted by _____
 Address _____
 School Requested _____ Organization _____
 Daytime Phone Number _____ Fax Number _____
 User: LCS For Profit For Youth Profit Organization Non-Profit Non-Profit Tax ID # _____

Rental Fees: A \$25.00 non-refundable security deposit must be submitted with the application. See Fee Schedule for facility fees. There is a 3 hour minimum for each facility. Classroom space that is occupied by students during the last period of the day will not be available for use until 30 minutes after the school day ends. Rental Fees do not include fees for staff. These staff fees are \$20.00 per hour. Payment is required before use of facility. Make checks payable to Lee County Schools. A criminal background check is required if facility requested prior to 6:00 pm on a school day. Organization is responsible for the fee. Organization will be billed for any extra staff fees above amount requested below and any damages to facilities and/or equipment.

Facility Requested:

- Auditorium
- Multipurpose Room
- Cafeteria: Kitchen
- Dining Room
- Classroom
- Athletic Field (practice field only)
- Other (Specify) _____

- Auxiliary Gym
- Gym

Equipment Required:

- Tables/Chairs
- Public Address
- Screen
- Other (Specify) _____

Availability of equipment subject to site approval. School pianos, spotlights, etc. carry an additional charge.

Exact Dates Requested: _____
 Month Day or Days Year

Hours: _____ to _____ (each day)

Purpose of Use: _____

User groups shall not prohibit attendance at any event, meeting or other function held in public school buildings or facilities or on public school grounds based upon race, religion, color national origin, handicapping condition, pregnancy or marital status. I agree to abide by the Lee County Board of Education regulations and guidelines governing use of school facilities (Appendix B). I also agree to hold the Board of Education harmless for any and all claims for damages, personal or otherwise, that may occur during this organization's use of school facilities. **I also understand and agree that failure to pay for facility use within 10 days of the date billed constitutes cancellation of the reservation.** By signing below, I certify that I am authorized to enter into this agreement with Lee County Schools, on behalf of the above noted organization.

Print Name _____ Signature _____ Date _____

For Office Use Only:

Custodian Hours: _____ CN/CTE/LCS Hours: _____ Facility Fee Waived: _____

Custodian Fee: _____ CN/CTE/LCS Fee: _____ Facility Fee: _____

Total Due: _____

Principal: _____ Date: _____

Superintendent's Designee: _____ Date: _____

Health Department Permits Required: Yes _____ No _____ Copy to Maintenance: _____

Revised: 5/22/12

REGULATIONS AND GUIDELINES
GOVERNING USE OF SCHOOL FACILITIES
Lee County Board of Education

The Lee County Board of Education maintains the philosophy that the primary purpose of public school facilities is to house the educational programs of students in grades K-12. Realizing that these facilities are public property, the Board of Education also recognizes the concept of community schools in that school facilities should be used by persons of all ages.

In order to provide for the orderly use of school facilities and to protect the public investment in these facilities, the following procedures and regulations apply:

1. The sponsoring organization using a school facility shall be responsible for all phases of the activity for which approval is granted and for the well being and orderly conduct of participants and spectators involved in the activity. School system employees shall be treated with respect at all times.
2. The sponsoring organization shall hold the Lee County Board of Education blameless for any loss or injury resulting from the organization's use of the facility.
3. The sponsoring organization shall be responsible for 100% of any damage to or loss of school property resulting from the organization's use of the facility.
4. The sponsoring organization shall provide adequate adult supervision for the activity. If, in the judgment of the superintendent or his designee, a school employee is required to supervise the activity, the sponsoring organization shall be responsible for compensating this supervisor.
5. The sponsoring organization shall be responsible for arranging needed police protection and traffic control.
6. Smoking, or use of any tobacco product, shall be prohibited in any Lee County School Public School System facility at all times.
7. Alcoholic beverages, narcotics, controlled substances, and drug paraphernalia shall not be permitted on school premises.
8. Firearms and facsimiles thereof are prohibited on school property per state and federal statute.
9. Open fire or flames are not permitted inside any facility unless permitted by fire regulations.
10. The Lee County Board of Education is the final authority on the interpretation and modification of this policy. Local school principals may develop regulations, not inconsistent with this policy, which are necessary for the orderly use and protection of the school facilities for which they are responsible.
11. The Lee County Board of Education and the Lee County Parks and Recreation Department maintain an agreement on the use of athletic facilities, which shall be honored prior to other use of the facilities.
12. Individuals/agencies may not rent, sublet, transfer or assign their interest in or umbrella the use of school facilities.

GUIDELINES GOVERNING ADVERTISING, PUBLICITY AND SIGNAGE

1. Users must have obtained approval from their *Facility Use Application* and made full payment prior to advertising.
2. All publicity roust carry the name of the individual or group sponsoring the event.
3. Lee County Schools cannot be listed as a sponsoring agency on any materials.
4. Signage may be placed on school property during the organization's approved time of use only.
5. Signage displayed must be temporary in nature and must be in compliance with all local regulations.

LEE COUNTY SCHOOLS
Hold Harmless Agreement

Name of Organization

Date(s) of Event

To the fullest extent permitted by law, _____ agrees to hold
(name of organization)
harmless the Lee County Board of Education and its officials, representatives and
personnel against any and all claims, demands, suits or actions for damages which may
be asserted against the Board of Education or any of its employees or officials by reason
of any personal injury, including bodily injury and death, and /or property damage or loss
which is sustained because of or which arises out of or is in any way connected or
associated with the _____
(indicate type of act or performance e.g. fireworks, etc.)
on _____. The activities are to take place on District property, specifically at

(school name and school address)

1. All publicity must carry the name of the individual or group sponsoring the event.
2. Lee County Schools cannot be listed as a sponsoring agency on any materials.

Print Organization's Name

Responsible Person's Signature

Date

Print Name

**LEE COUNTY SCHOOLS
COMMUNITY USE OF SCHOOL FACILITIES
ADVERTISING, PUBLICITY, AND SIGNAGE REGULATIONS**

The Lee County School District expects a learning environment free from interruption for non-educational reasons. It supports informing parents and students about educational opportunities and community activities in a non-disruptive way. To that end, only information which has been approved for display or distribution in accordance with Board policy will be distributed.

Requests for advertising must be made at the time the Facility Use Application is submitted. The content of the communications to be advertised or presented must be submitted for approval to the Assistant Superintendent for Auxiliary Services. Dissemination of materials in support of the renting organization's program will be in accordance with the **Lee County Schools Board of Education Policy Code 5030 (Community Use of Facilities)**.

1. All materials and signage should clearly specify the name of the sponsoring agency or organization, and should convey that the agency/organization is not sponsored by Lee County Schools.

2. Signage may be placed on school property 48 hours prior to the organization's approved time of use.

3. Signage must be removed within 24 hours after the event ends. A \$40.00 fee for removal of signage will be charged to the renting organization if the signs are not removed within the allotted time.

I have discussed the guidelines governing advertising, publicity, and signage with the school site principal or designee and have agreed to the above terms.

Signature: _____

Printed Name: _____

Date: _____

Principal Signature: _____

Date: _____

LEE COUNTY SCHOOLS (LCS) DEFINITIONS FOR FACILITY USE

School-Related Organizations:

A school-related organization is any organization or association officially recognized by or affiliated with the local school or with the school district.

The term "school-related organization" includes, but is not necessarily limited to:

- parent-teacher associations/public school booster clubs
- citizen advisory committees (LCS redistricting committee, construction advisory committee, any LCS Board of Education appointed committee, etc.) Vocational Educational Advisory Committee, etc.
- public school employee organizations (NCEA, District committees, etc.)
- public school student clubs and associations
- faculty educational support groups/committees (English Second Language (ESL), Lee County Association of Educators (LCAE), etc.)
- public school alumni groups

Non-profit Organizations:

The term "non-profit organization" refers to organizations having obtained non-profit status from the State of North Carolina or Federal Internal Revenue Service, or organized groups sponsoring educational, cultural or recreational activities for LCS students only. Organized groups refer to those groups that do not derive a profit and/or do not provide compensation to their officers, members, and directors. To receive a non-profit rate, the organization must provide a copy of its tax exempt form (Section 501(c)(3) of the Internal Revenue Service Code or if the organization has been deemed non-profit by the state of North Carolina, a copy of the tax exempt letter issued by the NC Department of Revenue. Organizations deemed as being non-profit by the State of North Carolina are also listed on the North Carolina Department of the Secretary of State Website.

This definition is not intended to preclude a non-profit organization from engaging in fund-raising activities or charging fees for services simply to defray the organization's costs or for charitable purposes.

Non-profit organizations include, but are not necessarily limited to:

- non-profit civic and service clubs/adult fraternities and sororities
- churches and religious organizations
- political parties (or any affiliate thereof) recognized by the Board of Elections of the county or state
- governmental agencies or units at the federal, state, and local levels
- YWCA, YMCA, Scouts, Little Leagues, Parks and Recreation, and Community Recreation Leagues
- professional and occupational organizations

For-Profit/Commercial Enterprise:

The term "For-Profit/Commercial Enterprise" shall mean any person, partnership, association, organization or corporation engaged in a business for profit which desires to use a school facility to engage in a profit making enterprise for its owners, members, officers, directors or stockholders. This term will generally be shortened to For-Profit for convenience.

The term includes the following:

- retail merchants
- performing or visual arts organizations
- auction sales
- rodeos
- entertainers and promoters

Use of school facilities solely for recreational purposes by employees of commercial enterprises is excluded from this definition.

COMMUNITY USE OF FACILITIES*Policy Code:***5030**

A. GENERAL PRINCIPLES

Public school buildings and other facilities of the Lee County Schools have been constructed for the purpose of housing the educational program of the school district. The Lee County Board of Education recognizes that these facilities are public property and should also be used for activities that are in the best interest of the community.

The board endorses the goals of the Community Schools Act including civic, cultural, educational, recreational and similar uses. The board recognizes that use of school facilities for recreational activities for young people is the joint responsibility of the board, the Lee County Board of County Commissioners and other appropriate agencies. The use of school facilities by community groups should be consistent with the goals and objectives of the board and school district and must not conflict with the educational program, with state laws, with local ordinances or with the proper care and maintenance of school facilities and equipment.

Priority for facility use will be given to community groups as outlined below in Section B.

Use of school facilities will not be approved for activities that do any of the following:

1. violate federal, state or local laws;
2. violate board of education policies or regulations;
3. advocate imminent violence;
4. damage or have the potential to damage school buildings, grounds or equipment, or
5. conflict with scheduled school activities.

All requests for use of school facilities shall comply with this policy.

B. PRIORITY IN USE/FEE STRUCTURE

The Lee County Schools school-sponsored groups and activities (such as school athletic events and school drama and choral productions) and meetings of student organizations, including organization permitted to meet under the Equal Access Act, shall have first priority in the use of school facilities. Other use will be promoted and encouraged as long as the user meets maintenance, safety and user guidelines.

Priority in the use of school facilities by other groups and the fee structure for such groups will be in accordance with the following user categories. Priority in use among groups

within the same user category will not be based upon the viewpoints of the groups (see policy 1710/4021/7230, Prohibition Against Discrimination, Harassment and Bullying). All groups within the same user category shall be charged for facility use according to the uniform fee structure. (Entities with a lease agreement for school facilities as outlined in section D of this policy shall have priority according to the terms of the lease.)

1. School related groups (organizations formed to support the school in some manner, such as citizen advisory committees, PTA, PTO, teachers and principals' organizations, public school employee organizations and booster clubs)
Fees: No facility fee; personnel fees charged in accordance with fee schedule provided in administrative regulation 5030-R.
2. Lee County Parks and Recreation Department – Subject to review by the board of education, the Lee County Parks and Recreation Department shall be allowed second priority to use the school system athletic and recreational facilities (first priority given to Lee County Schools, including school-sponsored and school-related groups) on such terms and conditions as indicated in the cooperative agreement between the Lee County Board of Education and the County of Lee.
3. Local government and youth organizations (includes but is not limited to scouts, 4-H)
Fees: No facility fee; personnel fees charged in accordance with fee schedule provided in administrative regulation 5030-R.
4. All other non-profit groups (all groups not included in the other categories that are civic, service, political, fraternal, governmental, religious, charitable or recreational agencies, associations, organizations, corporations, partnerships or persons and that are not engaged in a business or enterprise to produce income or a financial gain for its members, directors or officers)
Fees: Non-profit rental (may be waived if fees are not charged or associated with the activity), utility, custodial and supervisory charges in accordance with the fee schedule provided in administrative regulation 5030-R.
5. For-profit youth recreation groups (groups that provide recreation activities for youth and are engaged in a business or enterprise to produce income or financial gain for its members, directors or officers), as well as political parties when meeting for purposes other than precinct meetings or county or district conventions.
Fees: Non-profit rental, utility, custodial and supervisory charges in accordance with the fee schedule provided in administrative regulation 5030-R.

6. All other for-profit groups (groups engaged in a business or enterprise to produce income or financial gain for its members, directors or officers)
Fees: For-profit rental, utility, custodial and supervisory charges in accordance with the fee schedule provided in administrative regulation 5030-R.
7. In accordance with G.S. 115C-257, political parties for the express purpose of annual or biennial precinct meetings and county and district conventions.
Fees: Custodial and utility fees may be charged in accordance with the fee schedule provided in administrative regulation 5030-R.
8. In accordance with G.S. 163.129, as a polling place on election days.
Fees: Custodial and utility fees may be charged in accordance with the fee schedule provided in administrative regulation 5030-R.

The superintendent annually will submit the amount or method of calculating fees to be charged in accordance with this fee structure to the board for approval. (See administrative regulation 5030-R.)

C. REQUESTS FOR USE OF FACILITIES

Any eligible individual or group that wishes to apply for permission to use a school facility must, thirty (30) days in advance, submit a request to the principal of the school in question. The request will be by written application available at the principal's office, which application will be transmitted promptly to the superintendent's office for action. Facility use request forms shall be available in the school administrative office.

D. FACILITIES AVAILABLE FOR USE

The board permits eligible individuals or groups to use the facilities of those schools designated by the board as "community schools." A list of community schools and the facilities at each site that are available for community use will be available to the public at the superintendent's office and each principal's office.

The superintendent is authorized to develop a list of which school facilities are available for community use. Among the types of facilities that may be available for use at the community schools: auditoriums, dining areas, kitchens, designated classrooms, gymnasiums, media centers, playgrounds and athletic fields.

Other school facilities may be used only in exceptional circumstances based on a justified need and as approved by the superintendent or designee. The superintendent is authorized to determine the fees for the use of facilities in such circumstances.

E. RULES GOVERNING USE OF SCHOOL FACILITIES

The superintendent will develop regulations consistent with this policy. The regulations will include an application process, provisions regarding supervision of groups using facilities, care of facilities, prohibited conduct and other issues deemed appropriate by the superintendent. A copy of the regulations will be furnished to all applicants at the time they receive the facilities use application form. In addition to the regulations established by the superintendent, users of school facilities must comply with the following rules:

1. Users must comply with all federal, state and local laws and all rules established by the board, the superintendent or designee, and the principal.
2. Users must comply with board policy and legal requirements forbidding the use of tobacco products in school facilities and on school grounds (see policy 5026/7250, Smoking and Tobacco Products).
3. Users must not consume or possess alcohol or drugs on school grounds (see policy 5025, Prohibition of Alcoholic Beverages).
4. Users must not possess weapons or explosives while on school grounds (see policy 5027/7275, Weapons and Explosives Prohibited).
5. Users are responsible for supervising their activity and the people present at their activity. Users are responsible for maintaining order and safety during the activity.
6. 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 of time as deemed appropriate by the principal, subject to the review of the superintendent and the board of education.

F. DAMAGES AND LIABILITY INSURANCE

Users of school facilities are responsible for all damages to school facilities, property or equipment that occurs while the facility is being used by the group, regardless of who caused

the damage. Users are also responsible for the conduct of all persons involved in the users' activities while on school property.

All users groups, except school sponsored groups, must furnish a certificate of insurance for general liability coverage with a 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 that no liability will be attached to the board of education, individually or collectively, for personal injury or personal property damage by reason of use of the school property.

G. TERM AND ACCEPTANCE OF LEASE

The superintendent is authorized to enter into agreements with community groups, such as YMCA, Charter Schools, Boys & Girls Club, CCCC, etc., for the lease of school property for terms of one year or less. All such leases must be reviewed and approved in advance by the board attorney. The superintendent will inform the board of the execution of any lease at its next regularly scheduled meeting. Leases may be renewed following the same process.

Absent unusual circumstances, leases will not be granted for a term longer than one year. A lease for more than one year must be approved in advance by the board. In no event will leases for longer than one year be entered into with "local government and youth organizations," "other non-profit groups," "for-profit youth organizations" or "other for-profit groups" as defined above. Long-term exclusive leases are subject to the provisions of policy 9400, Sale, Disposal and Lease of Board-Owned Real Property.

H. ADA COMPLIANCE AND NONDISCRIMINATION

It is the policy of the board that all individuals, organizations or corporations that use, rent or lease school facilities under provisions of this policy shall comply with the requirements of the Americans with Disabilities Act (ADA) and its prohibition of discrimination against individuals with disabilities, in particular, subchapter III, pertaining to public accommodations and services operated by private entities and shall comply with the federal regulations that have been adopted for the implementation of this subchapter of the ADA.

User groups shall not prohibit attendance at any event, meeting or other function held in public school buildings or facilities or on public school grounds based upon race, religion, color, national origin, handicapping condition, pregnancy or marital status.

I. REVIEW OF DECISIONS CONCERNING USE OF SCHOOL FACILITIES

Any person or organization may request a review of any decision made by a school employee pursuant to this policy in accordance with policy 1740/4010, Student and Parent Grievance Procedure.

Legal References: American with Disabilities Act, 42 U.S.C. 12101 *et seq.*, 28 C.F.R. pt. 35; Equal Access Act, 20 U.S.C. 4071-4074, 28 C.F.R. pt 36; Boy Scouts of America Equal Access Act, 20 U.S.C. 7905, 34 C.F.R. pt. 108; Community Schools Act, G.S. 115C-203 to -209.1, -524, -527; 160A-274; 163-129

Cross References: Prohibition Against Discrimination, Harassment and Bullying (policy 1710/4021/7230), Student and Parent Grievance Procedure (policy 1740/4010), Prohibition of Alcoholic Beverages (policy 5025), Smoking and Tobacco Products (policy 5026/7250), Weapons and Explosives Prohibited (policy 5027/7275), Sale, Disposal and Lease of Board-Owned Real Property (policy 9400)

Issued: May 11, 1992

Revised: November 5, 2001; October 9, 2007; January 13, 2009; December 8, 2009; June 30, 2010; March 8, 2011; March 13, 2012

COMMUNITY USE OF FACILITIES*Regulation Code: 5030-R*

The following procedures are hereby established for reserving school facilities:

EDUCATIONAL FACILITIES:

Subject to the provisions of Policy 5030 and the annexed fee schedule, school facilities may be rented upon the written approval of the assistant superintendent of auxiliary services.

The requesting party must complete and deliver the Facility Use Application to the principal at least thirty (30) days in advance of the desired date of use. The principal will promptly forward the application to the assistant superintendent of auxiliary services, or his designee, who will within a reasonable time, approve or deny the application and shall notify the requesting party in writing of the approval or denial. Upon approval, the requesting party must pay all rental fees and charges in advance at least seven (7) days prior to the scheduled event. Otherwise, the Board of Education reserves the right to cancel the use of its facility.

All personnel hired to work as part of the Facility Use Application shall be paid their hourly salary, plus overtime and benefits. Events that take place during regular hours of employment for school personnel shall not be charged for personnel services.

RECREATIONAL FACILITIES:

Gymnasiums, practice fields, and playing fields are considered recreational facilities. All recreational facilities at Lee County High School and Southern Lee High School shall be scheduled by LCHS and SLHS personnel only due to the high demand of the facilities by school-sponsored groups. The County may use without charge and public may rent recreational facilities at all other Lee County Schools by approval of the Lee County Parks and Recreation Director.

The Lee County Parks and Recreation Director shall complete all necessary paperwork and charge all applicable fees in accordance with Board Policy 5030, Administrative Regulation 5030-R and County of Lee policies.

SCHEDULE OF ACTIVITIES:

Lee County Schools will have priority scheduling of all recreational facilities during the scholastic sports season. Lee County Schools will provide a game and practice schedule to Lee County Parks & Recreation as soon as available prior to the sports season. In the event of any Schedule(s) changes, Lee County Schools will notify Lee County Parks & Recreation as soon as possible.

Fee Structure for Board of Education Facilities:**THREE HOUR MINIMUM ON ALL HOURLY RATES**

FACILITIES	NON PROFIT RATES	FOR PROFIT RATES
Auditorium	\$40/hour plus personnel salary	\$70/hour plus personnel salary
Cafeteria	\$30/hour plus personnel salary	\$50/hour plus personnel salary
Multipurpose Room	\$30/hour	\$50/hour
Kitchen	\$30/hour plus personnel salary	\$50/hour plus personnel salary
Classroom	\$20/hour	\$30/hour
Stadium	\$ 60/hour	\$110/hour
Gymnasium Old gym – LCHS Auxiliary gym - SLHS	\$30/hour - community group \$30/hour - individual \$30/hour - out of county Additional \$10 per team for tournaments	\$50/hour - local group \$50/hour - out of county Additional \$10 per team for tournaments
Gymnasium (high school)	\$60/hour Additional \$10 per team for tournaments	\$120/hour Additional \$10 per team for tournaments
Practice Fields	No charge	\$30/hour
Playing Fields	No charge	\$30/hour
Swimming Pool – FLK (therapeutic use only)	\$40/hour	\$60/hour
EQUIPMENT		
New grand piano	\$200 flat fee	\$200 flat fee
Old grand piano	\$85 flat fee	\$85 flat fee
Classroom piano	No charge	No charge
Spotlights (auditorium)	\$70 flat fee	\$70 flat fee
Screen	No charge	No charge
Sound System (auditorium) upon specific approval from the principal	\$200 flat fee	\$200 flat fee
Field lights	\$20/hour	\$30/hour
Field Preparation	\$40 flat fee \$28 community group fee	\$80 flat fee
Concessions	\$35 flat fee	\$110 flat fee

Personnel fees:

Personnel fees shall be paid based on actual salary of employee rendering services as charged through the Lee County Board of Education payroll office to include hourly rate, overtime pay and benefit costs.

Equipment:

Availability of equipment is subject to school site approval and policies.

The Superintendent has the discretion to adjust fees according to the event.

Effective: November 5, 2001

Revised: February 2, 2004; October 3, 2005; October 9, 2007; June 16, 2008; June 30, 2010

Organization: _____

Date Received: _____

Facility Requested: _____

Dates Requested: _____

Lee County Schools

FACILITY USE CHECK-OFF LIST

Lee County Schools (LCS) supports the use of school facilities for non-school purposes. This procedure provides direction on the specific requirements, forms, criteria, and definitions that will assist in making application for facility use. Every successful application will include the following:

____ Facility Use Application form (to be completed on line at the school site)

____ Certificate of Insurance: valid \$1 million coverage for each claim made.

____ Hold Harmless Agreement (Appendix E)

Payment by check or cash.

____ A non-refundable security deposit (\$25) must be submitted with the application.

____ Balance (Total Fee minus Security Deposit) is due 10 working days of the date billed.
Failure to submit payment constitutes cancellation of the reservation.

Other Forms that might be required, if applicable, include the following:

____ Extended Employment Use form for contracting with school employees

____ Request for Kitchen Usage (Appendix G)

____ Equipment Usage Agreement (Appendix H)

____ Permit Exemption (non-profit organizations only)

____ Limited Food Service Application Permit

____ Application for Temporary Food Establishment (TFE) Permit

____ Completed Criminal Record Check form; In the event that the use (or set-up) will occur prior to 6:00 p.m. on a school day, ensure that the renting organization's representative understands background record checks are to be conducted on all instructors, teachers, leaders or coaches who are working or volunteering in support of the renting organization's event. The organization is responsible for the fee.

____ Advertising, Publicity, and Signage Regulations (Appendix F)