

Pioneer Springs Community School Facilities Use Policy

approved 9-12-2017 by the PSCS Board of Trustees

The Board recognizes the capital investment the community has in school buildings and facilities and believes that such facilities should be used for legitimate community purposes.

Therefore, outside groups may use available school facilities for educational, civic, cultural, recreational and related purposes provided such use is not detrimental to the School or its mission and complies with all applicable laws, ordinances, and school policies and requirements. Denial of facility use will not be based on an applicant organization's viewpoints but on whether its use is consistent with the purposes and rules established by the School for offering the facility to outside groups. The school properties may be made available for community use as provided below:

- The requirements of the school program shall receive first consideration in the assignment of school facilities.
- School-related organizations shall be given priority over non-school related organizations.
- Approved school youth groups shall be given consideration over community adult groups.

The use of school facilities should be consistent with the mission, purposes, and best interests of the school, must not conflict with regular school programming, and be consistent with school policies regarding proper conduct in the school community. The Facilities Director or designee may establish any other necessary rules or procedures to carry out this policy and to comply with all applicable legal requirements. A fee schedule for facility use shall be prepared by the Facilities Director and approved by the Board.

Regulations

- a. The user must adhere to the current stipulations governing the use of the facilities and may be held financially responsible for any damage to school buildings, grounds, or equipment that occurs during the use.
- b. Facilities will not be used for activities that violate standards of ethics and civility which schools may legally uphold consistent with their role to teach proper standards of civility, or if such activities may be injurious to members of the school community, school property, or the reputation or mission of the school. The school reserves the right to restrict or deny any facility use when such use involves purposes or expression not protected by law.
- c. No group may be granted permission to use a school facility for a period of longer than one year. After each year of use, a group wishing to continue using such property will be required to submit a new application.

Procedures

Individuals or organizations desiring to use school facilities shall file a *Request for Non-School Use of School Facilities* and submit it to the Facilities Director. The Facilities Director shall review the application and determine whether the use is acceptable under school guidelines and confirms the security of the arrangement. If approved,

- a. the applicant will receive an approved application, an *Agreement for Use of School Facilities*;
- b. the user submits a check, with signed agreement payable to Pioneer Springs Community School for all applicable costs
- c. the Facilities Director shall assign a person to supervise the activity and to be responsible for the care of the facilities including arranging for any custodial services required by the use.

Charges

No charges will be incurred for using school facilities for school-related activities. Joint events planned in collaboration with PSCS will be charged a pre-determined percentage of revenue for the event in lieu of user fees. The application for use will document the percentage of revenue in lieu of user fees and will be acknowledged by the signatures of both the user and a representative of the school. For-profit or private events requiring the use of multiple areas of the school facilities including, but not limited to, school grounds and the multi-purpose room, will be charged a minimum fee of \$250.00.

User fees and utility costs require approval by the Board. For events and uses not mentioned previously, *approximate* fees and utility costs are as follows:

Conference Room	\$25.00
Classroom	\$50.00
Multi-purpose Room	\$100.00
Grounds (no interior access)	\$100.00
Personnel/Utilities/Custodial Services	To be determined based on use
Other	Fee to be determined

The Board shall determine the cost for any long-term use of school facilities which significantly impact school operations. The user fee for organizations charging participant fees will normally be set at 10% of the collected fee which shall be paid on a monthly basis by the renting organization. Utilities and rental charges may also be assessed. A reciprocal plan for the use of facilities may be negotiated.

REQUEST FOR NON-SCHOOL USE OF SCHOOL FACILITIES

Sponsoring Organization: _____

Date: _____

Contact Person: _____

Date(s) to be used: _____ Number of Hours: _____

Starting at: _____ Ending at: _____ ****

Facilities to be used:

Nature of Program or Activity : _____

Estimated Number of Participants and Spectators: _____

Please indicate how facilities will be used and fill in cost:

School Related Organizations	=	\$ _____
Not for Profit Organized Groups	=	\$ _____
For Profit Organized Groups or Vendors	=	\$ _____
Utility Rates when required	=	\$ _____
Personnel Charges	=	\$ _____
Other Needs (specify on attachment, if needed)	=	\$ _____
TOTAL	=	\$ _____

****Total charges will be adjusted if starting or ending time is different than estimated request.

Make check payable to _____ and return payment to the school with this form and the agreement for use.

I have been authorized to make this request on behalf of the above sponsoring organization and understand and agree that any cost of damages resulting from the use of equipment, buildings or grounds beyond the normal wear shall be borne by the sponsoring organization.

Signature _____ Date _____

Print Name _____ Title _____

Phone # _____ Email _____

Mailing Address _____

Approved by Facilities

Director: _____ Date _____

To be completed after the event: # of staff worked: _____ Hours worked: _____

AGREEMENT FOR NON-SCHOOL USE OF SCHOOL FACILITIES

Request is hereby made for the use of _____

By (User/Organization) _____

On (Date) _____ At (Time): _____

The purpose for which facility is being requested is _____

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

- A. The intended use of the facility conforms to Pioneer Springs Community School education policy and is primarily for community use. User agrees to abide by all rules governing facility use established by the board or school principal.
- B. The user agrees not to discriminate with regard to race, color, national origin, age, or handicapping condition.
- C. Use of facility will not violate North Carolina or federal law.
- D. A school representative will open and close the building and remain in the building or on site during the activity.
- E. Any alterations to electrical, structural, or other building features are prohibited except as approved in writing and supervised by the superintendent or designee.
- F. Damages beyond normal wear will be paid for immediately by user.
- G. Concessions may be sold only with Facilities Director's approval. No equipment for food preparation or preservation such as warmers or refrigeration will be provided by PSCS. Documentation from a licensed caterer attached to this agreement is required for food preparation/preservation on school premises.
- H. Tobacco use of any kind is prohibited on school property and at school events/activities
- I. Consumption or possession of alcoholic beverages is prohibited on school premises.
- J. Non-school property shall be immediately removed following any facility use.
- K. The user assumes responsibility for personal injury, bodily harm or property damage resulting from or related to rehearsal, performance, or any other activity or use of the school facility. The need for insurance shall be determined by the Facilities Director or designee. Evidence of appropriate liability coverage shall be presented when the contract is executed.
- L. The user shall make arrangements for adequate security during use of the school facility to ensure safety of participants, guests and board property. Adequate security shall include, if necessary, law enforcement officers, private security agencies and/or fire fighters. The user shall be responsible for any expenses incurred under this section.
- M. This agreement may be canceled by either the user or an appropriate school official for good cause provided _____ days' notice is given to the other party. This provision may be amended only by mutual agreement of the parties. If no good cause is shown for cancellation, the lessee shall forfeit fifty percent (50%) of the rental fee or other charges.

I, _____ representing _____
hereby affix my signature to this contract as a guarantee to uphold and adhere to all stipulations herein contained and agree to pay the scheduled fees for the use of this facility as outlined in Exhibit A and the affiliated request for use. This contract is entered into this ____ day of _____, 20____. In keeping with our good faith, I hereby submit a check for \$ _____ (at least 50% of total) to _____. The balance of sum due will be paid at least five (5) business days prior to the intended use for which the facility has been contracted under this agreement.

Signed (Authorized Representative of User) _____ (Group or Organization) _____ (Date) _____

Signed (for Pioneer Springs Community School) _____

USE OF SCHOOL EQUIPMENT AND MATERIALS

Equipment and materials purchased for Pioneer Springs Community School are not to be used for private purposes, except when such use is authorized in conjunction with the rental or use of school facilities as provided by board policy,

When such use is authorized, the Facilities Director or designee will ensure the appropriate school personnel are on duty to operate and/or to supervise the operation of school system equipment.