

Regulation 5030-R Use Of Facilities

The primary function of public school facilities is to provide safe, secure, and quality educational environments conducive to student learning. The Board of Trustees of the Roanoke Rapids Graded School District supports occasional community use of selected public school facilities for civic, cultural, educational, recreational, and other appropriate activities of a noncommercial 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. 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. Facilities designated for community 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 two (2) hours unless approved by the Board of Trustees.

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

School 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 Roanoke Rapids Graded School District property, neither the Superintendent, the Board of Trustees, 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.

ADOPTED: December 11, 2018

APPLICATION FOR PUBLIC/NON-SCHOOL USE OF SCHOOL FACILITIES

DATE OF APPLICATION: _____
 ORGANIZATION REQUESTING FACILITY: _____
 ORGANIZATION REPRESENTATIVE: _____
 SITE/FACILITY REQUESTED: _____
 PURPOSE OF USE: _____
 NUMBER OF PARTICIPANTS EXPECTED: _____

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

| Dates Requested | Time Requested (to include set-up and clean-up) |
|-----------------|--|
| | |
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FEE: 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.

| RRGSD Facilities Fees | |
|-------------------------|---|
| Location | Daily Rate |
| RRHS Gym | \$100 (maximum 2 hours) |
| RRHS Softball Field | \$100 with lighting \$60 without lighting (maximum 2 hours) |
| Chaloner Practice Field | \$60 without lighting (maximum 2 hours) |

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 to execute a waiver of liability in accordance with N.C.G.S. 115C-524. 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 school employee 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 Superintendent or designee.
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 RRGSD Board of Trustees 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 time limit falls after the Board meets and prior to the next meeting of the Board, approval for use may be granted by the Superintendent.

HOLD HARMLESS & INDEMNIFICATION AGREEMENT: The undersigned agrees to defend, indemnify and hold harmless the Roanoke Rapids Graded School District, its Board of Trustees, 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 any way from or be alleged to be caused by the use or occupancy of district facilities, furniture or equipment.

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 Board of Trustees of the Roanoke Rapids Graded School District and its authorized agents. I understand that all facilities use fees must be paid 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 _____
 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: _____
 Approved by: _____ Date Approved: _____

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

Insurance Waiver

Copies to Principal, User, Maintenance, and Finance

Date: _____ Date(s) of Use: _____
 Organization: _____
 At: _____
 (name of school)
 From: _____ To: _____
 (date/time) (date/time)

This waiver is in lieu of liability insurance and is in accordance with the protection from liability afforded the Board of Trustees of the Roanoke Rapids Graded School District under North Carolina General Statutes 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 Printed Name and Title: _____

Authorizing Official Signature: _____

Roanoke Rapids Graded School District