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**INTRODUCTION**

The Orange county Board of Education endorses community use of school facilities for appropriate purposes. Since school facilities represent an investment of the citizenry for the education of students and for the general benefit of the community and its citizens, their proper use and enjoyment shall be encouraged and permitted when such use does not interfere with school activities, and when necessary custodial service can be arranged (North Carolina [GS Chapter 115C](#), Article 13.)

The Superintendent and the Director of School-Community Relations or his/her designee are authorized to enter into facilities-use agreements, memorandums of understanding, and joint-use agreements for community use of school facilities. All joint-use agreements shall be reviewed and approved by the school attorney as to form. The Board shall be informed at its next regularly scheduled meeting of the execution of any such lease. The Board shall approve all joint-use agreements. Agreements for facility use that extend beyond one year shall be approved in advance by the Board as provided by state law, [NC GS 115C-530](#).

The Office of School-Community Relations shall prepare the rules and procedures to permit the general use of Orange County Schools' facilities by non-site-based organizations or groups. The rules and procedures will be provided to principals and available to the public. The Office of School-Community Relations shall prepare and provide to principals a standard application form, entitled Facility Use Application, Form 100, for the use of school facilities.

Sponsoring organizations may not rent, sublet, assign, or transfer their interest in or umbrella the use of school facilities. The Office of School-Community Relations will work with both the applicant/user group and the school principal/designee to clarify issues, resolve misunderstandings, and promote community use of school facilities.

The Superintendent shall have the authority to approve the use of school facilities as alternate assembly sites for United State and North Carolina military organizations.

Activities not sponsored by the Orange County Schools are non-school activities as defined by [GS 115C-524\(b\)](#). Other groups are encouraged to use facilities pursuant to fee schedule, including a non-refundable, non-transferable processing fee, which is required with each standard facility use form.

Per [GS 163-129](#), the Orange County Board of Education shall be entitled to use any school, or a part thereof, for the purpose of conducting registration and voting for any primary or election, and it may require that the requisitioned premises, or a part thereof, be vacated for those proposes.

Per [GS 163-99](#), the Superintendent is authorized and directed to permit the use of school buildings without charge, excluding custodial and utility fees, by political parties, as defined in [GS 163-96](#), for the express purpose of annual or biennial precinct meetings and county district conventions. Provided that the use of such buildings by political parties shall not be permitted at times when school is in session or which would interfere with normal school activities or functions normally carried on in such school buildings.

Legal References: Community Schools Act NC [GS 115C](#), Article 13; [GS 115C](#), [GS 115C-524\(b\)](#), [GS 160A](#), [GS 12](#), [GS 163-96](#), [GS 163-99](#), [GS 163-129](#)

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**CLASSIFICATION OF USER GROUPS**

In general, approval of requests for the use of school facilities shall be guided by the following considerations:

1. Orange County Schools' activities have first priority. Other use will be promoted and encouraged as long as the user meets maintenance, safety, and user guidelines.
2. Orange County Schools will encourage and foster reciprocal partnerships with community groups for public and private use and improvement.
3. Orange County Schools' personnel who seek access to school facilities beyond the scope of their work as school personnel will follow guidelines and procedures accordingly.

Activities not sponsored by the Orange County Schools are non-school activities as defined by [GS 115C-524\(b\)](#). Private, community, and non-profit groups sponsoring non-school activities will be permitted to use facilities. They must pay fees pursuant to the Orange County Schools' Facilities Use schedule unless otherwise states in Orange County Schools' Board of Education Facilities Use Policy.

Each request for use of a school facility shall be classified in one of the following categories:

- A. School-Related
- B. School-age Care Programs
- C. Non-School Related Youth Groups
- D. Non-Profit Groups
- E. Orange County Government/Non-Profit
- F. For Profit Groups
- G. Religious Groups

**A. SCHOOL-RELATED GROUPS:**

School-related groups are organizations formed to support the school in some manner, such as the PTA, PTO, teacher/educator associations and organizations, and booster clubs.

1. Any school personnel, organization or association officially recognized by or affiliated with a school in this district, and participating in school-related activities shall be entitled to use facilities and equipment free of charge contingent upon the building principal's or designee's permission. If any sponsored activity involves expense (including expense of repairing damage) to the school beyond provisions of heat, light, water, and custodial services, the organization shall bear such expense. Fees must be paid for weekend usage requiring custodial services, beyond those of during normal school/working hours as defined by [GS 115C-523](#).
2. An Individual, family or group shall use no school facility or equipment for personal gain.

**B. SCHOOL-AGE CARE PROGRAMS**

The provision of quality school-age care program after regular school hours can affect the health and safety of the children who attend the school and can positively impact the education of students. In designing new facilities, the Orange County Board of Education has provided office and storage space for the School-age Care Program primarily for the use of the After-School Care. Principals are encouraged to make space provisions to accommodate all students who apply for After-School Care.

If After-School space is needed for the continuation of the regular school day program or for another legitimate purpose, the principal is responsible for the following:

1. Notifying the School-Community Relations and Director of the After-School program one week in advance of the proposed use.
2. Obtaining alternate space for the After-School program that will meet licensing standards.

**C. NON-SCHOOL RELATED YOUTH GROUPS**

All youth groups and youth organizations are encouraged to use school facilities at no cost provided the following stipulations are followed:

1. Groups are to use school facilities from the time school is dismissed until 6:00 p.m.
2. After 6:00 p.m. they are required to pay the fees for non-profit organizations pursuant the fee schedule including a one-hour clean-up custodial fees.
3. If weekend use is desired the non-profit rate pursuant the fee schedule applies plus the hourly custodial fees are required.

**D. NON-PROFIT ORGANIZATIONS/PRIVATE**

The term ‘non-profit organization’ shall mean any civic, service, political, fraternal, governmental, religious, charitable, or recreational agency, association, organization, corporation, partnership or person, which is not engaged in a business or enterprise to produce income or a financial gain for its members, its directors or officers. 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. Any question or dispute concerning the application of this definition to a particular organization shall be referred to the Superintendent or designee. Non-profit groups are encouraged to use facilities pursuant to fee schedule, including processing fees.

**E. ORANGE COUNTY GOVERNMENT/NON-PROFIT**

1. Orange County Government shall be entitled to use any school, or part thereof, for the purpose of conducting any county business.
2. Per [GS 163-129](#), the Orange County Board of Elections shall be entitled to use any school or a part thereof, for the purpose of conducting registration and voting for any primary or election, and it may require that the requisitioned premises, or a part thereof, be vacated for that purpose.
3. Per [GS 163-99](#), the Superintendent is authorized and directed to permit the use of schools buildings without charge, excluding custodial and utility fees, by political parties, as defined in [GS 163-96](#), for the express purpose of annual or biennial precinct meetings and county and district conventions. Provided, that the use of such buildings by political parties shall not be permitted at times when school is in session or which would interfere with the normal school activities or functions normally carried on in such school buildings.

**F. FOR PROFIT ORGANIZATIONS (FUNDRAISER)**

The Orange County School Board does not encourage the use of school facilities by commercial enterprises (profit-making.) If both commercial enterprises and a non-profit organization submit applications to use the same school facility at the same time, the non-profit organization’s application shall be preferred.

1. Private, organized community groups and non-profit organizations will be permitted to use facilities pursuant to fee schedule and regulations.

2. Organizations operated for private gain or any purpose involving gain shall be permitted to use facilities only when a worthwhile educational, civic, or charitable purpose will be served or when a substantial group of citizens in the community will benefit.

#### **G. RELIGIOUS ORGANIZATIONS/GROUPS**

1. Religious organizations may use school facilities on the same basis as private, non-profit groups.
  - a. The use of facilities by religious groups for instruction and/or religious purposes will be restricted to temporary and emergency uses. For purposes of this section, the Director of School-Community Relations may approve facility use for up to five times within a thirty-day period. Requests for greater use of facilities may only be approved by the Board of Education upon showing that the group does not seek extended or permanent use of school facilities.
  - b. Emergency use shall mean the use of facilities in cases where an organization's permanent facilities are unavailable for use due to renovations, damage by fire, flooding or any other natural disaster. To receive approval for emergency use of school facilities, the group must demonstrate diligence in securing new facilities or repairing damaged facilities.
2. At no time shall religious-oriented material be displayed or disseminated in any manner to students and/or staff.
3. Religious organizations desiring to use school facilities for fundraisers will no longer remain in the non-profit category but will be considered for profit.

### **APPLICATION PROCESS**

In accordance with GS 115C-524(b), non-school groups may use school property for other than school purposes as long as such use is consistent with the proper preservation and care of the property. This includes fields, grounds, and tennis courts. Users must guarantee school officials that the activity is lawful, that behavior will be orderly, and that the users will pay for any damages due to their use of the premises or equipment.

Principals have administrative control of their respective school buildings.

### **THE PROCESS**

1. Facility Use Application, Form 100 should be completed by:
  - a. All user groups, which are school-system sponsored, but not located at the school being requested (i.e. Central Office activities at a school site.)
  - b. All users whose activities are not school-system sponsored.
2. The application, attachments and processing fees should be completed and turned in to the school or the Office of School-Community Relations at least thirty (30) days prior to the beginning date of the activity.
3. Applicants shall clearly and accurately specify the sponsoring organization; the purpose of the activity; the number and ages of the expected attendees and/or participants; and the name, address, and phone number of the individual/group's designated representative on Facility Use Application, Form 100.

4. A non-refundable, non-transferable processing fee is required with each Facility Use Application, Form 100. The processing fee will be invoiced only for Orange County government agencies.
5. The completed Facility Use Application, Form 100 and/or 100A, and attachments should reflect equipment needs, exact dates, times (set-up, rehearsal, program, take-down, and clean-up), and space(s) requested.
6. A Certificate of Liability Insurance is required for all sports, dance activities, or activities which traditionally involve greater-than-average risk of bodily injury to participants and/or observers. A \$1,000,000 general liability coverage, with a \$5,000 medical payment endorsement is required.
7. The principal or school designee checks the availability of space and personnel and forwards the application and attachments to the School-Community Relations Office.
8. The office of School-Community Relations reviews the request and, if approved, creates the invoice and the contract will be sent to the user and school.
9. The user group reviews the contract and, if differences exist, submits revisions/cancellation in writing 15 days prior to the beginning date of the contract, to the School-Community Relations Office.
10. Payment is due ten (10) business days prior to the beginning date of the invoice. (See *Fees for Community Use of School Facilities*, Form 101.)
11. If there is a problem with the facility, personnel, or equipment during use notify the Office of School-Community Relations within 3 days of the event to receive consideration. If additional fees are assessed for an event, the user has 30 days from the revised invoice date to dispute them.

### **GUIDELINES GOVERNING FEES FOR COMMUNITY USE OF SCHOOL FACILITIES**

**Facility use fees will be charged as defined in the classification and fee structure table.**

1. Outside organizations desiring to use school facilities must process and pay all fees and contributions to Orange County Schools, not individual school sites.
2. A non-refundable, non-transferable processing fee of \$30.00 will be charged for each invoice.
3. All charges must be paid to Orange County Schools' Office of School-Community Relations no later than ten (10) business days prior to the scheduled use of the facilities.
4. The user will be billed for:
  - Use of the facility (set-up, rehearsal, program, take-down, and clean-up times), equipment, personnel, damages, and if any, each false alarm violation.
  - Additional personnel hours worked, space hours used, or equipment used (will be assessed after the event if not already included on the invoice.)
  - Late fees may be assessed if payment is not postmarked or delivered to the School-Community Relations Office ten business days prior to invoice beginning date.
5. If the presence of uniformed police, fire and/or medical services is required by Orange County Schools, the sponsoring group is responsible for making the arrangements and paying for the services.

6. All fees (facility, personnel, and equipment) and deposits, if required, are due ten business days prior to the invoice beginning date:

- Checks should be made payable to Orange County Schools and mailed to:  
Attn: School-Community Relations Office  
200 East King Street – Hillsborough, NC 27278

**Written cancellation notice** from user, which cancels the entire invoice, must be received in the Office of School-Community Schools 15 business days prior to the invoice beginning date to cancel user's payment liability.

**Written revision** requests must be received in, and approved by, the School-Community Relations Office 15 business days prior to the invoice beginning date to receive a credit.

7. One half of all revenues collected for use of school facilities will be placed in a special fund account to be used for replacement and repair costs realized by schools being used. The other half of funds collected will be deposited in the district's general funds account to finance operational costs.
8. Any individual or agency that fails to make payment for obligations to the Orange County Schools will no longer be allowed to use any Orange County Schools' facility.

#### **GUIDELINES GOVERNING ADVERTISING, PUBLICITY, AND SIGNAGE**

1. Users must have obtained their approval for Community Use of School Facilities Contract, Form 100, prior to advertising.
2. All publicity must carry the name of the individual or group sponsoring the event.
3. Orange County Schools cannot be listed as a sponsoring agency on any materials.
4. Signage may be placed on school property only during the organization's approved time of use.
5. Signage displayed must be temporary in nature and must be in compliance with all local regulations.

FACILITY USE GUIDELINES FOR COMMUNITY USERS

Form 102

General Guidelines

- 1. School system employees shall be treated with respect at all times.
2. Individuals/agencies may not rent, sublet, transfer, or assign their interest in, or umbrella the use of school facilities.
3. The sponsoring organization is responsible for seeing that vehicles use prescribed parking areas only. In the event of damages to buildings, turf, track, athletic or other equipment, the sponsoring organization shall be held liable and will be billed for repairs and/or replacement.
4. Hallways are entrance and egress only.
5. Firearms and facsimiles thereof are prohibited on school property per state and federal statute.
6. Games of chance and other forms of gambling shall not be permitted on school premises.
7. Alcoholic beverages, narcotics, controlled substances, and drug paraphernalia shall not be permitted on school premises.
8. The use of open fire or flames is not permitted.
9. Smoking, or use of any tobacco product, IS prohibited in any Orange County Schools' facilities at all times.
10. School facilities will not be structurally or cosmetically altered by the user without the express permission of the Principal, Director of Auxiliary Services, and Director of School-Community Relations.
11. Any misrepresentation by an organization or individual and/or abuse of any school system employee or property may result in immediate termination of the contract, including immediately vacating the premises and denial of that user's request for future use.
12. The user will be held responsible for one hundred percent (100%) of any damages to Board of Education property and/or equipment that occur in connection with the applicant's use of the facility.
13. Any user who abuses the privilege shall have the privilege revoked.
14. Mechanical equipment malfunction at the school will not automatically result in any refunds to the user.
15. An adult supervisor (age 21 or older representing the group) must be in attendance at all times when group is using facilities.

READ AND SIGN BELOW

Per Board Policy: Activities not sponsored by the Orange County Schools are non-school activities as defined by GS 115C-524(b).

I, as the responsible party for the user group, have read, understand and agree to abide by the above GUIDELINES FOR COMMUNITY USERS. I have also read, understand and agree to abide by the PROCEDURES & GUIDELINES FOR COMMUNITY USE OF SCHOOL FACILITIES and FEES FOR COMMUNITY USE OF SCHOOL FACILITIES forms.

User Group Name

User Signature

Date

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**SPECIFIC GUIDELINES FOR USE OF SCHOOL FACILITIES AND GROUNDS**

A copy of pertinent Rules and Procedures shall be given to each user when the Facility Use Agreement is signed and shall be part of the Facility Use Agreement by attachment and reference.

Violation of rules and procedures shall result in the using group being denied future use of facilities and possible cancellation of contract.

1. All school related activities/events take first priority over the use of all school facilities.
2. An adult supervisor (age 21 or older representing the user group) must be in attendance at all times to accept responsibility for:
  - A. the care of the facility and equipment;
  - B. the conduct of the group using the facility;
  - C. confining the group's activities to area; and
  - D. vacating premises and equipment assigned at arranged times.
3. When activities involve minors, children 16 and under, additional adult supervision must be provided on a ratio of at least one adult to 15 minors.
4. The sponsoring organization has complete responsibility for participants, spectators, and others in the specific area of the facility for which a permit has been granted. Organization and participants must always follow specific school related policies when using facilities.
5. The presence of animals of any type in school facilities for performances or shows is prohibited.
6. The Principal or designee and the Director of School-Community Relations have the right to require that a custodian or designee and/or Child Nutrition personnel be on duty during or after a function for clean-up and closing. Custodial and Child Nutrition personnel are paid by the organization requesting the facility, and will be included in the invoice. This cost will be in addition to any regular fee, which may be charged for facility use. If additional time is used other than what has been allocated, the remaining balance for custodial fees must be paid WITHIN 24 HOURS OF A SCHOOL DAY.
7. In the event of an unforeseen emergency at an approved facility for contractor's use, a request for an alternate facility will not be an option.
8. The sponsoring applicant must assume full responsibility of payment for all damages to the building and/or equipment in use. Only facilities specifically approved by the Principal or designee or Director of Community School Programs are to be used.
9. Sponsoring organizations may not rent, sublet, assign, or transfer their interest in or umbrella the use of, school facilities.
10. Contracts must be renewed annually and may not be transferred from one group to another. Contract cancellation must be made at least 15 business days prior to the invoice beginning date to cancel user's payment liability.
11. Specified times on contract indicates when the applicant can enter and must leave facilities.
12. Facilities will not be rented later than 10:30 p.m. unless by special permission. This includes clean-up time.

13. Facilities are not available for non-school use on teacher workdays, holidays, school-honored breaks, or when the regular school day is closed due to inclement weather.
14. Orange County Schools' facilities may not be used to conduct disruptive or illegal activities. The school's Principal or designee, Director of School-Community Relations, or other designated school official has the right to cancel (refuse or suspend) facility use when the following infractions occur:
  - a. Negligent or disorderly conduct is in evidence during the use of school property.
  - b. Consumption or possession of intoxicants or drugs is used on school property.
  - c. Application is incomplete or inaccurate.
  - d. All fees are not paid according to contract.
  - e. Gambling is done on school property.
  - f. Activities involve actual sale or solicitation on school property exploiting children.
  - g. When space other than that requested on contract is used.
  - h. Failure to exit premises during specified time on contract.
  - i. Charging fees for event when not specified in contract.
  - j. Smoking is observed on school property.
15. Orange County School personnel shall be present when buildings are being used to:
  - a. Open and prepare the building for use;
  - b. Safeguard other areas of the building not in use by lessee or renter;
  - c. Ensure that the building is properly secured after use has terminated; and
  - d. Inspect the building and report any damage, abuse, and unusual circumstances to the building principal.
16. School personnel on duty for regular job cannot and will not be permitted to serve as the personnel on duty for non-school related scheduled events. Custodians, child nutrition and technical support must be contracted.
17. Only in rare instances will classrooms be rented to groups during the school year.
18. Only the use of the gymnasium-playing floor will be permitted. The lockers, showers, apparatus and other athletic equipment belonging to the school will not be permitted unless specifically authorized by the school's Principal, Athletic Director or designee.
19. Security protection, if needed, must be provided by the organization leasing the school facility.
20. Use of school facility does not include equipment usage (e.g. public address system, specialized theater lights, computers, microphones, podium, overhead projectors, musical equipment) unless approved by the Principal and used under the supervision of or operated by qualified school staff. (Pursuant Equipment List Fees)
21. Only school furniture provided for a particular facility may be used. Any re-arrangement of it must be done by the group renting the facility and with the permission of the Principal or designee. There will be no changes made on the day of the event.
22. Use of school dining areas shall not conflict with the Child Nutrition Program and shall have the approval of the Principal. Use of the kitchen and school food service equipment (including dishes, utensils, etc.) may be used under the direct supervision of a child nutrition employee. When the kitchen is opened and used, this employee must be present throughout the entire time of use.
23. Kitchen facilities are rented under the direction, guidance and assistance of a child nutrition employee or designee with full knowledge and approval by Principal or designee and Director of Child Nutrition.

**FIELDS, GROUNDS, TENNIS COURTS**

1. The grounds of all public schools are available for leasing pursuant to fee schedule. The signature of the site Principal, and Athletic Director (when applicable) is required before the application is complete.
2. Groups other than school-related groups requesting to use school grounds must submit a schedule of all games and practices to the site Principal and Athletic Director or school designee for approval 10 days prior to activity or events.
3. Fields and Grounds should not be used in inclement weather or other inappropriate times. (This decision is to be determined by school designee.)
4. Equipment for non-school related activities or events would not be provided or available.
5. The use of the scoring table and press box may be available for use pursuant to fee schedule. However, the site Principal, Athletic Director or designee must approve.
6. Field marking request must be made at the time of application. If approved, this will be done once prior to start of event unless otherwise requested.

**APPEALS PROCESS**

Any objection against a specific use of school facilities by any group must be made in writing to the Superintendent and must bear the signature of the individual and/or group of individuals lodging the complaint.

- A. Use of the facilities by the applicant may be suspended temporarily to afford the Superintendent sufficient time to meet with the members of the Orange County Board of Education and all concerned parties for the purpose of having a hearing. The applicant shall be duly notified in time to contact the members of the group regarding the temporary suspension of use and the pending hearing.
- B. Within 30 days of temporary suspension of school facilities and/or complaint, the Superintendent, the School Board, the complainant, and the applicant shall be the deciding authority and their decision shall be final.
- C. A written copy of the decision may be obtained by any and all members of either the complainant group or the applicant group by request.
- D. Only in an extreme emergency or hardship will the Orange County School Board consider waiving fees.