

A. GENERAL PRINCIPLES

The board endorses the goals of the Community Schools Act. The use of school facilities by community groups should be consistent with the educational program and the goals and objectives of the board and school system.

Priority for facility use will be given to community groups as outlined below in Section B. For-profit groups are not permitted to use school facilities.

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. are in conflict with scheduled school activities.

B. PRIORITY IN USE/FEE STRUCTURE

Priority in the use of school facilities and the fee structure will be in accordance with the following user categories:

1. School sponsored groups, including student organizations
Fees: None
2. School related groups (organizations formed to support the school in some manner, such as the PTA, PTO, teachers and principals' organizations and booster clubs)
Fees: Fees for providing use of cafeteria kitchens will be charged to cover costs. The principal may require custodial or other supervisory services at a fee.
3. Youth organizations (includes but is not limited to scouts, 4-H) Fees: Energy fees for the use of facilities will be charged. Custodial fees may be charged.
4. All other non-profit groups (all groups not included in the other categories)
Fees: A rental, utility, and custodial fee may be charged.
5. No facilities' use fee will be charged for local government, rescue squads, rural fire departments and local law enforcement; however, a custodial fee may be charged. A fee will be charged for the use of cafeteria and/or kitchen pursuant to the fee schedule.

6. For profit groups
Fees: A rental , utility, and custodial fee may be charged
7. In accordance with G.S. 163-129, as a polling place on election days

Attached please find current fee schedule and application for use. 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.

C. IN-KIND REDUCTIONS

Groups which provide needed services to the schools such as cleaning, painting and landscaping may have the above fees waived at the discretion of the principal

D. TERM AND ACCEPTANCE OF LEASE

The superintendent is authorized to enter into agreements with community groups 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” or other non-profit groups as defined above.

Legal References: Americans 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)

Adopted: April 15, 1999
Appended: September 9, 1999
Amended: August 13, 2009
Amended: August 9, 2012

CONDITIONS OF USE

1. The applicant will leave the facility clean and in good order (as found) at the completion of use. Any misuse of the buildings and grounds and the group will be denied further use of any school facility.
 2. The applicant is responsible for returning all required paperwork to the principal/or designee before any activity may be scheduled.
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RULES OF USE

1. The principal/or designee of the school is consulted and grants permission for use of buildings and grounds or In-Kind agreements.
2. The Director of Operations is consulted and grants permission for any construction occurring on school campuses.
3. The use of tobacco in any form on school campuses is prohibited.
4. No weapons (including pocket knives) are allowed on school premises.
5. Moving furniture and/or putting up scenery must be approved by the principal/or designee.
6. The use of Non-School Technology (computers/etc.) must be approved by the Principal/or designee and the Director of Technology.
7. The use of a school cafeteria must be approved by the Food Service Manager and requires the presence of a cafeteria staff member to be compensated by the applicant.
8. The use of a facility may require the presence of a custodian to be compensated by the applicant.
9. If applicant runs concession stand they are responsible for meeting the standards set forth by the Cherokee County Health Department.
10. All school and school related activities have first priority at no charge. Cafeteria personnel wages must be paid for all activities.
11. No facilities' use fee will be charged for local government, rescue squads, rural fire departments and local law enforcement; however, a custodial fee may be charged. A fee will be charged for the use of cafeteria and/or kitchen pursuant to the fee schedule.
12. Scheduled fees and required paperwork must be filed and paid one week in advance or the application will not be honored. All fees must be paid by check or money order.

Cherokee County Schools
Use of School Facilities Applications/Contract

Date of Application: _____

School: _____ Area: _____

Dates(s) of Use _____ Hours _____

Purpose of Use: _____

Number of Participants _____ Number of Spectators _____ Number of Volunteers _____

Types of Use: _____ Educational _____ Recreational _____ Religious _____ Cultural
_____ Civic _____ Social

Applicant Group: _____ For-Profit _____ Non-Profit _____

Contact Person: _____ Phone: (home) _____

Business: _____ Phone: _____ (cell) _____

Address: _____

Signature: _____ Date: _____

Organization/Individual Representative

Approved: _____ Date: _____

Principal

This executed application/contract reserves the named facility for your groups use. Arrangements for entry to the facility and supervision of use must be made with the school principal at least two weeks prior to use. This is the responsibility of the applicant.

Damage Codicil:

In the event that a school facility is damaged after-hours that requires Maintenance Staff attention the applicant will be charged a \$250.00 Maintenance Fee plus the cost of replacing the damaged materials.

Fee Schedule**I. CAFETERIA - WITH KITCHEN****A. FOR-PROFIT**

1. \$150.00 payable to CCS Food Service per event
2. 4 hours minimum labor @\$20.00 per hour payable directly to the CCS employee.
3. \$75.00 Energy charge payable to CCS Energy Dept.

B. NON-PROFIT

1. \$50.00 payable to CCS Food Service per event
2. 4 hours minimum labor @\$20.00 per hour payable directly to the CCS employee
3. \$75.00 Energy charge payable to CCS Energy Dept.

II. CAFETERIA - WITHOUT KITCHEN**A. FOR-PROFIT**

1. \$50.00 payable to CCS Food Service per event
2. 4 hours minimum labor @\$20.00 per hour payable directly to the CCS employee
3. \$25.00 Energy charge payable to CCS Energy Dept.

B. NON-PROFIT

1. \$25.00 payable to CCS Food Service per event
2. 4 hours minimum labor @\$15.00 per hour payable directly to employee.
3. \$25.00 Energy charge payable to CCS Energy Dept.

III. GYMNASIUM**A. FOR-PROFIT**

1. \$250.00 payable to school per event
2. 4 hour custodian surcharge @\$20.00 per hour for each event payable to CCS employee
3. \$125.00 Energy Surcharge payable to CCS Energy Dept. per event

B. NON-PROFIT (RECREATION LEAGUES-PER SPORT)

1. \$100.00 payable to school per season
2. \$100.00 Energy Surcharge payable to CCS Energy Dept
per sport
3. Tournament Use — Facility Fee to be determined by Principal and energy use will be \$100.00 per day

IV. Sports Fields**A. BALL FIELD(S) FOR-PROFIT**

1. \$500.00 payable to school per event. *In-Kind reductions are at the discretion of the principal.*
2. No Energy Charge for non-lighted ball fields.
3. \$500.00 Energy Surcharge if lights are used per event.
 \$200.00 additional charge per hour after 4 hours.
4. 4 hour custodian surcharge @\$20.00 per hour for each event payable to CCS employee

B. FOOTBALL FIELDS FOR-PROFIT

1. \$1,000.00 for school year payable to the school. *In-Kind reductions are at the discretion of the principal.*
2. \$500.00 Energy Surcharge if lights are used per event.
 \$200.00 additional charge per hour after 4 hours
3. 4 hour custodian surcharge @\$20.00 per hour for each event payable to CCS employee

C. Ball Fields Non-Profit (Recreation leagues-per sport)

1. \$100.00 for school year payable to the school per year
2. No Energy Charge for non-lighted fields
3. \$300.00 Energy Surcharge(football fields) if lights are used for each event. Payable CCS Energy Dept.

V. CLASSROOM**A. FOR- PROFIT**

1. \$100.00 for each classroom per event payable to the school
2. \$25.00 Energy surcharge per hour payable to CCS Energy Dept.
3. 4 hour custodian surcharge @\$20.00 per hour for each event payable to CCS employee

B. NON-PROFIT

1. \$50.00 for each classroom per event payable to CCS.
2. \$25.00 Energy surcharge per hour payable to CCS Energy Dept.
3. 4 hour custodian surcharge @\$20.00 per hour for each event payable to CCS employee

VI. In-Kind Reductions - Groups which provide needed services to the schools such as cleaning, painting and landscaping may have the above fees waived at the discretion of the principal.

Facilities Use Permit
Energy Department

Facility: _____

Applicant Group: _____

Group Leader: _____

Address: _____

Phone: (home) _____ **Business:** _____ **Cell:** _____

Group Approved For:

- | | | | |
|-----------|-------------|----------------|-----------------|
| (1) _____ | Cost: _____ | Annually _____ | Per Event _____ |
| (2) _____ | Cost: _____ | Annually _____ | Per Event _____ |
| (3) _____ | Cost: _____ | Annually _____ | Per Event _____ |
| (4) _____ | Cost: _____ | Annually _____ | Per Event _____ |

Date of Use: _____

Fees paid: _____ **Check No.** _____
(Date)

Approved By: _____
(Signature and Title)

CHEROKEE COUNTY BOARD OF EDUCATION

WAIVER OF LIABILITY AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____
Between CHEROKEE COUNTY BOARD OF EDUCATION and
_____(USER) in consideration of the premises
stated below.

WHEREAS, USER desires to be granted entry into Cherokee County Board of Education’s
property and/or facility known as _____,
_____, for the purpose of _____,
_____ and _____,

WHEREAS, Cherokee County Board of Education is willing to grant entry into stated
property for the stated purpose, but only upon the terms and conditions herein set forth;

NOW, THEREFORE, USER shall and does release Cherokee County board of Education
from any claim of whatsoever nature it might ever have now or in the future against Cherokee
County Board of Education arising out of or in any way connected with the aforesaid activities of
USER on the property, and USER further agrees to and does hereby indemnify, save harmless, and
defend Cherokee County Board of Education, its agents, employees, representatives, and affiliates
from the payment of any sum or sums of money or other consideration to any person in whatever
capacity, including employees of Cherokee County Board of Education and employees of USER, on
account of claims, lawsuits, or actions of whatever kind, growing out of or as a result of injuries to
persons, including, but not limited to death, or damage to property, in any way arising out of or
connected with USER’s negligence, or that of employees or agents of USER, performing the activity
described above, regardless of the existence or not of negligence on the part of Cherokee County
Board of Education or any of its employees, agents, representatives, or affiliates.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective the date
first above written.

CHEROKEE COUNTY BOARD OF EDUCATION

By: _____

USER

By: _____