

Policy Code: 1330 Use of School Facilities

~~February 2014~~ Month Year

I. GENERAL STATEMENT OF POLICY

- A. It is the opinion of the Winston-Salem/Forsyth County Board of Education that the primary purpose or function of public ~~school~~ facilities is to provide quality educational environments conducive to the learning of the students they serve.
- B. It is the policy of the Board of Education to allow citizens to use school buildings and facilities for civic, cultural, educational, recreational, and other such activities so long as such use does not conflict with the use of public ~~school~~ buildings and grounds for public school purposes and activities; with state laws; with local ordinances; or with the proper care and maintenance of school facilities.
- C. It is the policy of the Board of Education that individuals, organizations or corporations that use, rent or lease school facilities under the provisions of this policy shall comply with the requirements of the American With Disabilities Act~~+~~ (ADA) and its prohibition of discrimination against individuals with disabilities and, in particular, Subchapter III, pertaining to Public Accommodations and Services Operated by Private Entities and the federal regulations that have been adopted for the implementation of this Subchapter of the ADA~~-2~~.
- D. It is the Policy of the Board of Education that the community use of school facilities shall not require the district to incur additional or unnecessary costs. Unnecessary costs include but are not limited to energy consumption, custodial consumable supplies, cleaning costs, employee supervision, and repair.
- E. The Superintendent or their designee may lease a school facility to a nonprofit organization or commercial enterprise on a regular basis (at least once per week) for a period of less than one year for a good cause upon such terms and conditions as are mutually agreeable to the parties. Copies of all lease agreements shall be kept on file in the Facilities Division office for inspection by the public. No facility shall be leased by the same organization for more than one year (including renewals and consecutive leases) without the approval of the Board of Education.

II. USE BY SCHOOL-RELATED ORGANIZATIONS

- ~~A.~~ Any organization or association officially recognized by or affiliated with a local school of this system or with the school system itself ~~may~~~~shall~~ be allowed to use school facilities (with the exception of Reynolds auditorium) at reasonable times and at reasonable places at reduced rates or without charge, with the express written approval of the Superintendent, or their

~~designee (with the exception of Reynolds auditorium) at reasonable times and at reasonable places.~~

A.

B. School-Related Organization. The term includes:

1. Parent-teacher associations
2. Citizen advisory committees
3. Public school employee organizations
4. Public school student clubs and associations
5. Public school alumni groups
6. Public school booster clubs
- ~~7. School Business Partners~~
- ~~8. 7.~~

C. Local School Organizations. Organizations or associations affiliated with a particular school shall submit their requests to use that school's facilities to the principal of the school for review and approval. ~~The principal should allow such organizations to use the auditorium, dining area, media center, gymnasium, grounds or any other facilities deemed appropriate. For small routine meetings of the organizations/associations, the principal, or their designee, may approve of the use without further required documentation. For Local School Organization events including but not limited to fundraisers, assemblies, and recreational events, a lease agreement on the district's standard form lease shall be executed. All use shall be recorded in the district's master resource scheduling system with the Facilities Division.~~

D. School Business Partners. In consideration of the contributions made to a school, a school's business partner or its employees may use a school's facilities for recreational or charitable purposes at reduced cost or wwithout charge in the same manner as other school-related organizations, with approval of the Superintendent, or their designee. However, a school business partner may not use a school's facility without charge for commercial purposes. To be eligible to use a school's facilities without charge, the business partner's contributions, in whatever form, must be approximately equal to , or greater than, the rental rate for the use of a school facility by a non-profit organization. All facility use by School Business Partners shall require a Standard Form Lease Agreement to be executed.

B.E. System-wide Organizations. System-wide organizations shall submit their requests to use school facilities to the Assistant Superintendent of Operations or his/her designee ~~Facilities Department/division designee~~ for review and approval. The Superintendent or ~~his~~their designee may authorize such organizations to use any appropriate school facility, including the Administrative Center, ~~and~~ the Education Building auditorium and conference rooms, or other non-school facilities. All facility use by System-wide

Organizations shall require a Standard Form Lease Agreement to be executed.

~~G.F.~~ **Use of Cafeterias-School Kitchens to Prepare for Meals by for School-Related Organizations.** The Child Nutrition Department is the only authorized operator of school kitchens. ~~authorized to~~ prepare and serve meals for school related organizations, a Child Nutrition Department employee must be on site to oversee the preparation of food and operation of equipment. ~~-The Child Nutrition employee labor fees shall be assessed separately from the facility use fees.-The user shall be charged the cost of the labor meal as determined by the Director of Child Nutrition and-~~

G. School-Related Organizations may not sub-let school facilities.

III. USE BY NONPROFIT ORGANIZATIONS

A. **"Nonprofit Organization"**. The term "nonprofit 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 its officers. This definition is not intended to preclude a nonprofit organization from engaging in fund-raising activities or charging fees for services simply to defray the organization's costs or for charitable purposes. "Nonprofit organizations" include, but are not necessarily limited to:

1. Nonprofit civic and service clubs
2. Adult fraternities and sororities
3. Churches and religious organizations
4. Political parties recognized by the Board of Elections of the county or state
5. Governmental agencies or units at the federal, state, and local level
6. YWCA, YMCA, scouts, little leagues, etc.
7. Professional and occupational organizations

A.B. **Usage Fee.** The fees set forth in Administrative Regulation 1330.1 shall apply to the use of school facilities by nonprofit organizations which are approximately equal to the cost of using the facilities. ~~3-4~~ The Superintendent or their designee may waive the fees and charges if, in ~~his~~ their opinion, there is good cause to do so and the use serves a legitimate public purpose.

B.C. Facilities Available for Use.

1. SCHOOL FACILITIES

- a) The Board of Education permits nonprofit organizations to use school facilities for planned, organized activities which benefit the community and which are compatible with the regular educational program of the school system and with the public school laws and regulations of the state and federal government when the facilities are not in use by the school for educational, intramural athletics, interscholastic athletics, or any other school sponsored extra-class activities or parental support functions.
- b) The following types of facilities are available for use at the schools: auditoriums, dining areas, designated classrooms, gymnasiums, media centers, tennis courts, tracks, playing fields, and playgrounds; provided such use does not interfere with the operations of the school or the security of school property.
- a) School facilities not listed in section b. above may be used only in exceptional circumstances based on a justified need and as approved by the Superintendent or his/her/their designee. Because these are exceptional situations, the Board's fee schedule may not be appropriate for the intended use; therefore, the Superintendent, or their designee, is delegated the authority to determine the fees and charges for the use of the other school facilities.
- c) All requests to use any school facilities should be submitted in writing to the Assistant Superintendent for Operations the Facilities Division at least 15 business days prior to the intended date of use department designee. The use will not be approved without an executed -completed Standard Form ~~contract~~ Lease Agreement which must:
- 1) be signed by an authorized representative of the organization who is 18 years of age or older;
 - 2) state the legal name and address of the organization and the name, title, and address of its authorized representative;
 - 3) state the purpose for which the facility will be used;
 - 4) state the date(s) and time(s) on which the organization desires to use a school facility and which facility it desires to use;
 - 5) be submitted with the appropriate fee at least one two weeks 5 business days in advance of the date on which the facility will be used; and
 - 6) include a bond or certificate of insurance to ensure that the applicant will faithfully comply with the provisions of this policy and the Use of School Facilities Contract Standard Form Lease Agreement and that the applicant or its insurance carrier will pay any valid claims for personal injury or property damage which arise from or out of the applicant's use of a school facility.

7) All completed contracts should include an acknowledgment that the user has received a copy of and had a chance to review this policy.

d) The ~~Assistant Superintendent for Operations or his Facilities~~ Division representative ~~department representative~~ ~~designee~~ may require any applicant to provide additional information in order to verify its status as a nonprofit organization. None of the conditions in subsection cd. above may be waived, ~~expect~~ except upon the written approval of the Superintendent or their designee for good cause.

e) The ~~Assistant Superintendent for Operations~~ Chief Operations Officer ~~Superintendent~~ or his ~~their~~ designee should approve all reasonable requests to use school facilities. Requests may be denied for any of the following reasons:

- 1) The application is incomplete or inaccurate;
- 2) The fee is not paid in advance;
- 3) The applicant hasn't provided a bond or certificate of insurance, unless waived;
- 4) The applicant violated the "Rules Governing the Use of School Facilities" as set forth in this policy during a previous use;
- 5) The applicant failed to pay the required use fee on a previous occasion;
- 6) The facilities are not available on the date(s) or at the time(s) requested;
- 7) A school system employee is not available to supervise and/or to lock/unlock the facility on the date(s) or at the time(s) requested;
- 8) The applicant or the applicant's organization damaged or misused school property in the past; or
- 9) The activity, 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 render their conditions unfit for school purposes.

2. ADMINISTRATIVE CENTER AND EDUCATION BUILDING AUDITORIUM AND CONFERENCE ROOMS.

- a) May be used by system-wide, regional, and state-wide school-related organizations and committees of such organizations without charge.
- b) May be rented by Nonprofit Organizations after school hours and when not being used by the WS/FCS or a school-related organization in accordance with the fee schedule set out in AR 1330.1.
- b) —

D. Special Use Provisions.

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~~4. Lease Agreements. The Board of Education, upon the recommendation of the Superintendent, may lease a school facility to a nonprofit organization on a regular basis (at least once per week) for an extended period of time (up to one year) for a good cause upon such terms and conditions as are mutually agreeable to the parties. Copies of all lease agreements shall be kept on file in the Superintendent's Facilities' office for inspection by the public. No facility shall be leased by the same organization for more than one year (including renewals and consecutive leases) without the approval of the Board of Education.~~

1. **Use for Non-profit Summer Camps.** ~~The~~ A principal Superintendent or their designee may lease a school facility, both indoor and outdoor, to a non-profit organization to provide a summer camp for school-age children. The non-profit organization shall be assessed a rental fee, as determined by the Assistant Superintendent for Operations Facilities Division department designee or his designee, to cover the schools system's costs of operation and use of the facility including reasonable reimbursement for the wear and tear of the facility.

~~4. Non-School Sponsored Student Clubs & Activities.~~ Non-school sponsored clubs or activities that are not student initiated whose membership is limited to the students of a particular school; that meets or uses school facilities between the hours of 6 AM and 6 PM excluding the school's assigned instructional day the end of the student instructional day and before 6 PM; whose primary purposes are to provide before and after school enrichment, recreation, arts, tutorial or child care programs may use classrooms or other school facilities as approved by the Superintendent or ~~his~~their designee. Fees shall be determined annually by the Superintendent based upon the programmatic offerings detailed in the MOU. for a fee equal to 50% of the base fee for the community's use of a school facility without any additional charge for heat or air conditioning. If the organization sponsoring the club or activity agrees to allow WS/FCS to use its facilities at no charge on a comparable basis, the fees for the use of school facilities may be waived or further reduced at the discretion of the Superintendent or ~~his~~their designee.

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3. **Precinct Meetings.** A precinct meeting may be held without charge by each political party recognized by the County or State Board of Elections at each school that is designated as a polling place. Precinct meetings may be held only once a year without charge. Applications to hold precinct meetings shall be submitted in writing to the Superintendent or ~~his~~their designee. All other use of school facilities by political parties shall be on a fee basis in accordance with the fee schedule approved by the Board for use by Nonprofit organizations.

4. **Use by Board of Elections.** Pursuant to N.C.G.S. § 163-129, the Forsyth County Board of Elections has the right to use school facilities without charge for the purpose of conducting registration and voting for any primary or election.

5. **Use for Public Meetings and Hearings.** Any federal, state, or local unit of government or government agency may use a school facility for conducting a public meeting or hearing without charge except for additional supervision and/or custodial services, as needed. Applications to hold public hearings may be submitted in writing to the Superintendent ~~or their designee's office, the school principal or a designee.~~

6. **Use for Disaster Relief Shelters.** With the agreement of the Board of Education or its designee, the American Red Cross or similar organization may operate a disaster relief shelter in property owned by the Board of Education without payment of any fee contemplated herein. Such use may not interfere with the operation of a school or other school facility.

IV. **USE BY COMMERCIAL ENTERPRISES**

A. **"Commercial Enterprise."** The term "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. The term includes and is not limited to, for-profit before or after school programs, retail merchants, dance studios, auction sales, entertainers, and promoters. This term shall not include invited authors or presenters who sell their own books, CDs, or DVDs in connection with a contracted school presentation.

B. **Facilities Available for Use.** The Board of Education does not encourage the use of school facilities by commercial enterprises. If both a commercial enterprise and a nonprofit organization submit applications to use the same school facility at the same time, the nonprofit organization's application shall be preferred.

C. All requests to use any of the school facilities should be submitted in writing to the ~~Assistant Superintendent for Operations-Facilities' Division~~ ~~department designee~~ in the same manner as nonprofit organizations. Requests to use school facilities by commercial enterprises may be denied for any reason. The conditions of section III.C.1.d. above shall apply to facility usage by commercial enterprises. None of the conditions may be waived, ~~except~~ except upon the written approval of the Superintendent or their designee for good cause.

~~**D. Lease Agreements.** The Board of Education, upon the recommendation of the Superintendent, may lease a school facility to a commercial enterprise on a regular basis (at least once per week) for an extended period of time (up to one year) for a good cause upon such terms and conditions as are mutually agreeable to the parties. Copies of all lease agreements shall be kept on file in the Superintendent's Facilities' office for inspection by the public. No facility shall be leased by the same organization for more than one year (including renewals and consecutive leases) without the approval of the Board of Education.⁷~~

~~**D. Usage Fee.** The fees set forth in Administrative Regulation 1330.1 and/or Administrative Regulation 1330.2 shall apply to the use of school facilities by commercial enterprises. Any exception to such fees must be approved by the Board of Education Superintendent or their designee.;~~

V. REYNOLDS AUDITORIUM

~~**A.** Reynolds Auditorium is available to RENT for community events, as well as non-profit and commercial performances.~~

~~**B.** Rules and procedures for reserving the Reynolds Auditorium are detailed in the "Reynolds Auditorium Facilities Manual", which can be found on the district website.~~

V. RULES GOVERNING THE USE OF SCHOOL FACILITIES

~~**A. Responsibility for Supervision**~~

~~1. 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.~~

~~2. A school employee (a housekeeper or staff member) shall be on duty when any indoor facility is used or rented to familiarize and assist the user with the mechanics of using the facility. This employee shall not be directly responsible for the supervision of the activity. The~~

~~3. If, in the opinion of the Superintendent or his designee, additional supervision of an intended use of a school facility is needed for crowd control and/or to protect the Board of Education's property, the Superintendent may require:~~

- ~~a. that an additional school employee be assigned to assist with the supervision of the activity at the user's expense, and/or~~
- ~~b. that police protection be provided by the organization using the facility at the user's expense.~~

~~**B. 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 control. Unless waived 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.~~

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~~2. 2. The user shall not paint, wallpaper, mark, or deface any school property.~~

~~3. 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. 4. The user shall wear appropriate athletic shoes when using gymnasiums or tennis courts for athletic or recreational purposes. School equipment within the gymnasium not directly related to the activity at hand cannot be used without the express permission of the principal.~~

~~5. 5. The user shall remove its property such as decorations, theater props, and equipment from school premises and return all school property, such as chairs, tables, equipment, etc. to their proper locations promptly after the completion of the use.~~

~~6. 6. The user shall leave the school premises promptly when its leased term has expired.~~

~~7. 7. The user shall leave the school premises, including parking lots, in a secure, clean, neat and orderly manner.~~

~~8. 8. The user shall become familiar with and shall comply with the fire codes of the city and county as appropriate to the location of the facility.~~

~~9. The user shall protect all floors when moving furniture and/or equipment.~~

~~**C. Responsibility for Implementation of ADA.** As a general rule, no individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the use of school facilities as provided by the ADA and its implementing regulations.~~

~~1. 1. Each user of school facilities has a duty to operate its service, program or activity so that it is readily accessible to persons with disabilities, except as authorized by the ADA.~~

~~2. Each user shall be required to have a plan for providing access to its service, program or activity by persons with disabilities which shall include, but is not necessarily limited to, the procedures for overcoming architectural barriers and procedures for communicating with visually and hearing impaired individuals.~~

~~**B. D. The following conduct is prohibited:**~~

~~1. 1. 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);~~

~~2. 2. Gambling, with the exception of raffles, conducted in accordance with N.C.G.S. § 14-309.5, et. seq.~~

~~3. 3. The possession of weapons, i.e. knives, guns, etc. (see N.C.G.S. § 14-269.1);~~

~~4. 4. Tobacco use is prohibited at any time in any building, facility, or vehicle owned, leased, rented or chartered by the Board or a school, on any school grounds and property, including athletic fields and parking lots, owned, leased, rented or chartered by the Board, or at any school sponsored or school related event on campus or off-campus;~~

~~5. 5. Dances, unless sponsored by and under the supervision of a city or county recreation department or a school related organization;~~

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~~6. Horseback riding and motorcycle (or motorbike) riding unless approved by the Superintendent;~~

~~7. Facility usage after 9:00 PM unless special permission has been granted by the Assistant Superintendent of Operations Facilities' department designee;~~

~~8. 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 render their condition unfit for school purposes; and~~

~~9. Any activity which is in violation of the laws of this state or of the federal government.~~

E. Contractual Obligations

~~1. **1. Indemnification.** The user shall agree to hold the Winston-Salem/Forsyth County Board of Education free, harmless and indemnified from any claims, suits or causes of action arising from or out of its use of a school facility including claims that may arise from or out of alleged violations of the ADA and its implementing regulations, unless otherwise approved in advance by the School Attorney.⁸ Winston-Salem/Forsyth County Board of Education shall not be held responsible for actions or consequences of said actions from any person or persons who willfully harm, maim or kill while the property is leased, rented or otherwise used by an outside party.~~

~~2. **2. Assignment and transfer.** A user shall not assign or transfer its permit to use school facilities to any other person without the express permission of the appropriate school official.~~

~~3. **3. Termination or cancellation.** An agreement to use school facilities may be canceled or amended by either the user or the appropriate school official for good cause provided fifteen (15) days notice is given to the other party. This provision may be extended or amended by the mutual agreement of the parties involved. If notice required by this section is not provided or good cause shown, the user shall forfeit fifty (50) percent of the use charge or rental fee.~~

~~4. **4. 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 appropriate by the appropriate school official, subject to the review of the Superintendent and Board of Education.~~

VI. VI. ALLOCATION OF FEES

~~A. **A.** All fees charged for the use of school facilities with the exception of Reynolds Auditorium shall be paid to Winston-Salem/Forsyth County Schools Facilities' Department. No facility usage fee should be paid to a school or a school employee.~~

~~B. One half of the base fee for the use of a school facility by a non profit organization shall be allocated to the school to offset some of the additional expenses incurred by the school as a result of its use by the community. The other one half of the base fee plus all fees for heat and air conditioning shall be deposited in the school system's general current expense fund.~~

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~~C. If a facility is leased to a commercial enterprise, 40% of the rental fee shall be allocated to the school to offset some of the additional expenses incurred by the school as a result of its use. The other 60% of the base fee plus all fees for heat and air conditioning shall be deposited in the school system's general current expense fund.~~

~~B. D.~~ All supervision fees collected from non-profit organizations or commercial enterprises shall be paid to the school employees providing the supervision. Hourly employees shall be entitled to receive overtime pay when providing supervision for a non-profit organization or commercial enterprise.

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VII. ~~VII.~~ RENTAL OF SCHOOL-OWNED DWELLINGS.9

~~A. A.~~ The Winston-Salem/Forsyth County Board of Education owns and possesses ~~several~~various dwellings ~~houses~~ which have been acquired over the years. The Board intends to sell or demolish these dwellings in a timely, reasonable, and prudent manner. Until such time as they are either sold or demolished, they may be rented with priority given to the following groups or individuals:

- ~~1. 1.~~ Employees at the school
- ~~2. 2.~~ All other school system employees
- ~~3. 3.~~ General public

~~B. B.~~ The rental charge shall be the fair rental value as determined by the Winston-Salem Board of Realtors or an approved agent thereof and approved by the Board of Education.

~~C. C.~~ Rental charges will be reappraised during the next opportunity to rent a dwelling and every third year thereafter. The Superintendent or ~~his/her~~their designee shall inform the occupants of the revised rental rate before June 1 of the year of reappraisal. The revised rental rate becomes effective on July 1 for a three-year period. Rental charges may be reappraised during the three-year period if major improvements are made to the dwelling.

Adopted: March 1964

Revised: January 1971; July 1975; September 1976; August 1979; May 1985; December 1985; August 1988; October 1990; February 1992; June 1993; February 1996; February 1997; June 1998; January 1999; October 2000; October 2002; July 2005; August 2005; May 2006; November 2006; March 2007; August 2007; February 2008; January 2010; February 2013; February 2014. Month, Year

Footnotes

~~42 U.S.C. §1201, et seq. In particular, Subchapter III—Public Accommodations and Services Operated by Private Entities, [42 U.S.C. §12181, et. seq.](#)~~

~~[28 Code of Federal Regulations \(CFR\), Part 36](#)~~

~~The Reagan High School Auditorium may not be separately heated or cooled. Parties contracting to lease this facility will be billed the cost to heat or cool the school zone in which the auditorium is located.~~

~~4. The fees for the use of Reynolds Auditorium are considerably higher than the fees to use other auditoriums due to the higher cost of operating this facility. [See AR XXXX for Reynolds Auditorium Fees.](#)~~

~~5. This provision takes effect for all leases and/or renewals entered into on or after March 1, 2013.~~

~~See Board Policy 3330, Contract Administration. See also Board Policy 6161.3 regarding selection standards for supplementary instructional materials.~~

~~7. This provision takes effect for all leases and/or renewals entered into on or after March 1, 2013.~~

~~[N.C.G.S. §115C-524\(b\)](#)~~

~~Formerly Policy 3270, adopted December, 1966 and revised April, 1977~~

Winston-Salem/Forsyth County Schools