



North Carolina School of Science and Mathematics

Title: Facilities Use Policy
Authority: Chancellor
History: Effective June 6, 2011
Legal Reference: N.C.G.S. § 143-64 Smoking in Public Places and § 66-58 Government in Business
Additional References: 3510 Endorsement of Candidates for Political Office; UNC BOG Policy § 300.5.1 Political Activities of Employees
Responsible Offices: Chancellor
Classification: 6121

PURPOSE

This policy regulates the use of facilities at the North Carolina School of Science and Mathematics (the "School" or "NCSSM") by internal and external groups and individuals. It applies to NCSSM and Non-NCSSM groups. This policy establishes limits on the use of the School's facilities so that the facilities are available to fulfill the primary mission of NCSSM.

This policy does not apply to scheduling for general use academic space (primarily classrooms) for NCSSM academic purposes. That function is handled by Academic Programs and has priority over all other uses.

Permission to use an NCSSM facility is a form of "license." In contrast, a "lease" of NCSSM realty requires a separate approval through the Office of the Chancellor. In general, a lease will be necessary for long-term use of a facility in which the user has continuous, exclusive use and may secure or restrict its use or access by others including NCSSM. Any proposed use that lasts longer than one week should be referred to General Counsel to determine if it is a use license or a lease.

DEFINITIONS

- A. User or User Group:** Any individual or group using an NCSSM facility. A User Group may be an NCSSM or Non-NCSSM Group.
- B. NCSSM Group:** Any group established by the Chancellor or by virtue of an explicit delegation of the Chancellor's authority to an administrator, a faculty member, staff member or to the faculty or staff acting within the scope of employment. These may include departments, divisions, programs, and committees. This also includes the NCSSM Board of Trustees, the Educational Advisory Council, and formally recognized affiliated groups including, but not limited to SGA-chartered student organizations, the Alumni Association, the Parent Council, and the NCSSM Foundation Board of Directors.
- C. Non-NCSSM Group:** Any group or individual that is not an NCSSM Group. Non-NCSSM Groups are legally separate from NCSSM, even though some of the members or

participants may be NCSSM personnel or students. If persons who are not NCSSM students or staff direct, conduct, control, or regularly attend meetings, the group is a Non-NCSSM group.

- D. NCSSM Event:** Activity performed by an NCSSM Group. The event is an essential component of an NCSSM program. It may include guest presenters. The audience may include internal and external members. NCSSM events include, but are not limited to activities carried out as part of the instructional curriculum, extra-curricular student activities, employee meetings, and other regular and normal functions of NCSSM departments, divisions, committees, student groups, the Board of Trustees or School-affiliated units (e.g., Alumni Association, Parent Council, NCSSM Foundation Board of Directors, etc.).
- E. Non-NCSSM Event:** All other events that cannot be defined as an NCSSM Event. F. NCSSM Facilities: Any outdoor space, building or structure that is owned by the School or operated under the School's authority.
- F. Facilities Use Coordinator:** The NCSSM employee responsible for receiving and processing Facilities Use Applications. This person is the point-of-contact for all facilities use scheduling with the exception of reservation of general use academic space (classrooms), which is handled by Academic Programs.
- G. Facilities Use Contact:** The NCSSM employee deemed to have specialized knowledge about or specific administrative responsibilities for a particular facility.
- H. Classrooms:** Any space routinely and primarily used for instructional purposes; excludes the ETC Auditorium and the ETC Lecture Hall.

GENERAL GUIDELINES FOR USE OF NCSSM FACILITIES

The educational mission of NCSSM shall be considered to have first priority in all decisions concerning use of any facility under this policy. Use of any facility shall not be authorized where such use may disturb the conduct of NCSSM activities or conflict with State laws, local ordinances or the proper care and maintenance of NCSSM facilities. NCSSM Events must be scheduled using the NCSSM online Resource Reservations System as early as possible so that they can be given priority. Application for facilities use by Non-NCSSM Groups will be considered after timely requests by NCSSM Groups have been met.

APPROVAL OF FACILITIES USE

A. NCSSM Groups

NCSSM Groups are required to use the online Resource Reservation System to reserve NCSSM facilities. Authority to schedule use of an NCSSM facility is vested in the Facilities Use Coordinator or the Facilities Use Contact with responsibility for a specific facility. Approval of requests for use of facilities is subject to space availability on a first-come-first-served basis. NCSSM Groups are encouraged to submit requests for reservation of facilities as early as possible.

Requests on behalf of SGA-chartered organizations must be made by an NCSSM employee sponsor.

B. Non-NCSSM Groups

1. All Non-NCSSM Groups requesting use of an NCSSM facility must submit a Facilities Use Application to the Facilities Use Coordinator. No verbal requests will be accepted.
2. Except for extenuating circumstances, Non-NCSSM Events will not be approved more than four (4) months in advance of the requested event date. Non-NCSSM Events will be limited in order to give precedence to NCSSM Events. All requests must be received no less than forty-five (45) days prior to the date of the event.
3. Requests by Non-NCSSM Groups are processed on a case-by-case basis in consultation with the appropriate Facility Use Contact when applicable. In each case, the Non-NCSSM Group must be able to adequately describe the activity and its purpose on the Facilities Use Application. The Facilities Use Application must be signed by both the Facilities Use Coordinator and the Facility Use Contact when applicable.
4. Authority to approve use of NCSSM facilities by a Non-NCSSM group is vested in the Chancellor or the Chancellor's designee. Reservations for Non-NCSSM Groups are not confirmed until a Facilities Use Agreement has been signed by the Chancellor or Chancellor's designee and the Non-NCSSM Group.

TERMS AND CONDITIONS FOR USE OF FACILITIES

A. All User Groups

1. Priorities for Scheduling:
 - a. Academic classes, laboratory activities, and extended programs will be given first priority for facilities use. Other NCSSM Events will have the next highest priority in the scheduling of facilities. Non-NCSSM Groups will have the lowest priority.
 - b. Once scheduled, groups and events will generally not be rescheduled or moved. However, NCSSM reserves the right to move any group to another facility or reschedule that event to accommodate the needs of groups assigned a higher use priority by this policy.
2. Facilities Support Services: NCSSM reserves the right to require User Groups to utilize the services of NCSSM staff and/or contracted services for events held on the NCSSM campus. Support staff includes, but is not limited to technical support, housekeeping, security, and parking attendants. The Facilities Use Coordinator will determine the appropriate staffing needs for each event.
3. NCSSM reserves the right to require User Groups to have adequate supervision provided by an adult member(s) of the User Group. Supervision requirements

may vary dependent upon the size of the group, the age of the participants, and the facility used.

4. There shall be no advertisement or usage of the School until the required authorizations for use have been obtained and confirmation for use of the NCSSM facility is received by the applicant.
5. Activities shall take place only in facilities that are appropriate for the activity in question, as determined by the nature of the activity, staging requirements, anticipated audience, and the like.
6. NCSSM may require additional terms specific to each NCSSM facility. When applicable, facility-specific terms and conditions will be attached to the Facilities Use Agreement.
7. NCSSM reserves the right to set reasonable restrictions on the times of day that events can be held. Events which materially and substantially interfere with the orderly conduct of NCSSM's living and learning program may be suspended at any time.
8. In the event of unplanned School closing (i.e., inclement weather or other emergency), NCSSM is authorized to use its sole discretion to cancel events. User groups will be given the option to re-schedule the event or be given a pro rata refund of the applicable fee, based on the portion of the use period that was actually used and any expenses incurred by NCSSM.
9. Parking for Users is provided on NCSSM's campus. NCSSM shall require user groups to park vehicles in authorized parking areas only. The authorized NCSSM parking area will be identified in the written use agreement.
10. Use of amplified sound, including but not limited to electronic sound amplifiers, air horns, and noise-makers, in an outdoor space is prohibited without written authorization from the Chancellor.
11. NCSSM reserves the right to close its athletic fields if field conditions present a significant risk of potential damage to the fields if used. Closure shall be at the sole discretion of NCSSM.
12. The food service company having a current contract with NCSSM may have right of first refusal on all food served in or on NCSSM facilities. If the food service contractor cannot provide or elects not to provide the service, the User must obtain written authorization from the Chancellor to use another caterer for food service.
13. A fee for use of the facility may be charged, where allowed by State law and where there is a written use agreement between NCSSM and the User group.

14. A written use agreement between the User group and NCSSM is required if NCSSM is imposing a fee for the use of its facilities or use of its facilities support services, if the proposed use of the facility involves charges, fees, or sales to participants, or if the proposed use creates a potential for damage to the facility or injury to participants. The "Standard Use Agreement" should be used without change unless modifications or a different agreement have been pre-approved by General Counsel.
15. The consumption or use of ~~alcoholic beverages and~~ tobacco products is prohibited in or on any NCSSM facility.
16. The consumption or use of alcoholic beverages ~~and tobacco products~~ is prohibited in or on any NCSSM facility ~~except as provided for by the NCSSM Alcohol Regulations.~~
17. Weapons are prohibited in or on any NCSSM facility.
18. NCSSM employees shall not use School funds, services, supplies, vehicles, or other property to support or oppose the candidacy of any person for elected public office.
19. Administrators may issue other rules for the use of facilities under their administrative control. Such rules must be consistent in all respects with this policy, and must be made available to prospective users on an NCSSM website and in hard copy form. All rules are subject to the Chancellor's administrative policies and the policies of the NCSSM Board of Trustees and the UNC Board of Governors.

B. Non-NCSSM Groups

1. Written use agreements are required for use of NCSSM facilities by all Non-NCSSM Groups.
2. Non-NCSSM Groups will be responsible for all clean-up, security and repair or replacement costs arising from their use.
3. NCSSM may require proof of liability insurance and a damage deposit prior to use of an NCSSM facility. The amount of insurance and damage deposit may vary dependent upon the facility requested, the overall cost of the event, and/or the number of anticipated attendees. NCSSM will require a tax identification number from an organization or individual to allow for refund of any damage deposit.
4. NCSSM may require payment for use of facilities in advance of the event. Payment due date shall be made explicit in the written use agreement.

USE OF NCSSM FACILITIES FOR COMMERCIAL EXCHANGES, SOLICITATION OF CHARITABLE CONTRIBUTIONS, AND SOLICITATION OF POLITICAL CONTRIBUTIONS

- A. Commercial exchanges are defined as sales or promotion of any goods or services (e.g., ticket sales, souvenirs, concessions, raffles, etc.)
1. All Users are prohibited from engaging in commercial exchanges while using NCSSM facilities without written authorization from NCSSM. Intent to engage in any commercial exchange while using NCSSM facilities must be disclosed on the Facilities Use Application. NCSSM may require payment equal to a percentage of gross sales resulting from approved commercial exchanges.
 2. The rights to all concessions are reserved by NCSSM. Advanced written authorization for concession sales must be provided by the NCSSM Chancellor. Concession sales will be restricted to certain facilities and must be consistent with NCSSM's contractual obligations with the current campus food service company.
- B. Solicitation of charitable contributions is defined as any distribution of leaflets, brochures or other written material, or oral speech to assemblies or passersby, conducted in or on NCSSM facilities with the intent to obtain a pledge or grant of anything of value where the value of the pledge or grant exceeds the value of anything received in return.
Solicitation of charitable contributions is prohibited without advanced written authorization by the NCSSM Chancellor.
- C. Solicitation of political contributions in or on an NCSSM facility is prohibited.

FEES

- A. NCSSM may charge fees for use of its facilities. Charges may include fees for facilities use, technical support, security, staff support services, meals, and other administrative fees. Additional charges may be incurred if there is damage to the facility or failure to properly restore the facility after an activity. The Facilities Use Fee Schedule will be reviewed annually by the NCSSM Chancellor or delegated group of NCSSM employees. Any recommendations for adjustment will be presented to NCSSM's Chancellor for final approval. The name of the User Group as listed on the proof of insurance provided prior to the event will be the organization responsible for all liabilities and fees associated with the use of an NCSSM facility.
- B. NCSSM shall state in the written use agreement between NCSSM and the User group, the required payment dates and the cancellation terms. Cancellation terms may vary dependent upon the facility and other terms of the agreement.
- C. Users may request a fee waiver. Waivers are only considered for the facilities use fee and not for other direct costs. Requests for facility use fee waivers for any event must be submitted in writing and must receive written authorization by the NCSSM Chancellor. Fee-waivers will be given consideration if the nature of the event is within the following criteria:
- Provides high recruitment potential/visibility for prospective students
 - Provides significant professional development opportunities for NCSSM faculty and/or staff

- Provides significant educational opportunities for NCSSM students

Any group requesting a fee waiver must disclose any personal, familial, business or donor relationship with NCSSM, an NCSSM employee or an NCSSM associated entity. Any request that has an appearance of “quid pro quo” will not be processed.

EFFECTIVE DATE

This policy shall be effective June 6, 2011.

This policy applies to all requests for use of NCSSM facilities received on or after the effective date of this policy. Written agreements approved prior to the effective date of this policy will be upheld as made.

DISCLAIMER

In making its facilities available for use under this policy to persons or groups other than NCSSM Groups, NCSSM assumes no obligation or responsibility for the activities of the person or group. Further, NCSSM reminds all users to be aware of and comply with applicable laws, including those concerning safety, discrimination, libel, slander, defamation, and obscenity.