

OYSTER RIVER COOPERATIVE SCHOOL DISTRICT

Policy Committee Meeting

August 8, 2018 3:30 – 5:00

Central Office

Agenda

I. Call to Order

- KF – Use of School Buildings and Facilities
 - KF – R – Guidelines on the Use of School Facilities
 - KF – R1 – Building/Grounds Rental Fees

Draft Revised Use Agreement reviewed by Board included as additional backup.

Next Meeting: September 12, 2018

OYSTER RIVER COOPERATIVE SCHOOL BOARD	Policy Code: KF Previously: KG
School Board First Read: November 7, 2012 School Board Second Read/Adoption: November 14, 2012 Policy Review: February 4, 2014 School Board First Read: March 5, 2014 School Board Second Read/Adoption: April 2, 2014 Policy Committee Review: August 8, 2018	Page 1 of 2 Category: Recommended

USE OF SCHOOL BUILDINGS AND FACILITIES

The Oyster River School Board accepts the responsibility for making its facilities available to responsible organizations, associations, and individuals of the community for appropriate civic, cultural, welfare or recreational activities which do not infringe upon nor interfere with the conduct and best interests of the school system. Authorization to use school facilities does not connote Board endorsement or approval of the activity or of the sponsoring organization/individual.

General Statement of Activities Permitted:

It is not the intent of this policy to create difficulties or financial burdens for our parents, volunteers, staff, or students who are involved in fund raising or other efforts which enhance student learning and benefit our students provided these activities are approved by the building principal.

Prohibited:

Any activity or organization which:

1. Promulgates any theory or doctrine subversive to the laws of the United States, the State of New Hampshire or any political subdivision thereof.
2. Advocates governmental change by violence.
3. Violates the canons of good morals, manners or taste, or is injurious to the district buildings, grounds or equipment.
4. Is in conflict with school activities or programs.
5. Raises funds for any purpose except as permitted by board policy or special action of the board.
6. Is discriminatory.

Granting of Approval:

The Superintendent of schools or designee is authorized to approve and arrange for scheduling the use of school facilities by applicants satisfying the above requirements.

Right is reserved by the board to revoke any such permit, without liability, should such action be deemed necessary or desirable.

Applicants may be required to submit an explanatory statement declaring that to the best of their knowledge the projected use is within the general policy and is not in violation of prohibited activities noted above.

Fees:

The Board will approve a schedule of fees for use of school facilities. The Superintendent or designee(s) may grant waivers of fee payment in exceptional cases. The Board intends that recognized parent volunteer groups, such as PTO's, will not be charged fees for use of facilities that have approval of the building Principal and Business Administrator. Fee schedule will be reviewed as part of the annual budget process.

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USE OF SCHOOL BUILDINGS AND FACILITIES (continued)

Certificates of Insurance:

Each application for school rental will include a certificate of insurance for general liability and property damage, the coverage to be as recommended by the district's insurance carrier. The Oyster River Cooperative School District shall be listed on the certificate as an additional named insured.

Damages:

Anyone submitting an application for the rental of school property must assume responsibility for the proper use of the facility and for the conduct of all attending the event. As a condition for permission to use the facility the user must indemnify the school district from any claims which might arise from the use. If any school district property is lost or damaged during usage, the amount of loss or damage will be determined by the superintendent of schools, and a bill for damages (both labor and materials) will be mailed to the applicant of record, who accepts responsibility for payment of damages as a condition for permission to use the facility. In addition, the Superintendent or designee may require the submission of a deposit in advance to cover any potential loss or damage to school district property.

Receipts:

Receipts from fees shall be used for facilities maintenance and operation costs.

Regulations:

Regulations governing this policy shall be posted on the school district web site.

Cross Reference:

- KF-R Guidelines on the Use of School Facilities
- KF-R1 Building Rental Fees
- JLCF - Wellness Policy
- JL - Soliciting Funds
- KFB - Advertising in Schools

Legal Reference: Military Recruitment in high schools

GUIDELINES ON THE USE OF SCHOOL FACILITIES

Use of facilities, owned and operated by the Oyster River Cooperative School District, is governed by federal and state law and by ORCSD policy KF.

Reservations and Arrangements:

1. All use/rental applications shall be made at least 14 days in advance. Reservations are made on a school year basis unless prior approval received by the Superintendent's office. Applications for facility use/rental are available online at our orcsd.org website under Facilities department.
2. A written permit will be issued to the applicant by the Central office and a copy, along with a copy of the regulations governing use, will be sent to all concerned. No reservation will be made until the application is approved by the principal or his/her designee. If a local organization's request is one with regularly occurring dates, approval may be given for the entire schedule providing it is not among the exceptions in the policy, groups paying rental charges takes precedence. Should a conflict occur because of a school activity, the right is reserved to cancel the permission granted and to arrange a date and time for rescheduling. If a space is reserved, it is with the understanding that it will be used. Any space reserved for an "on hold" basis, must have prior approval by the facilities office.
3. The applicant and the organization shall be held responsible for the proper use of the facility, for the conduct of the persons attending and shall see to it that the activities are confined to the areas requested and hours agreed on the application. In the event that property loss or damage is incurred during such use or occupancy of district facilities, the amount of damage shall be decided by the Facilities office or designee and a bill for damages will be presented to the group using or occupying the facilities during the time loss or damage was sustained.
4. All applicants for use of district facilities shall hold the Oyster River Cooperative School District free and without harm, from any loss or damage liability or expense that may arise during or be caused in any way by such use or occupancy of district facilities. Individuals requesting to use a facility for non-school event must execute an Oyster River Release of All claims prior to receiving permission to use the facility. Forms for release will be made available by the Facilities office to requesting parties.
5. Users of school facilities must assume responsibility for the safety and protection of the participants, audience, and workmen to the extent required by law. The applicant shall be required to provide Commercial General Liability to use school facilities by providing a written certificate of insurance proving liability coverage and property damage insurance totaling \$1,000,000/\$1,000,000 with the Oyster River Cooperative School District listed on the certificate as an additional named insured.
6. Rental payment checks should be made payable to the Oyster River Cooperative School District. Payment must be received at the District Central Office at least ten days prior to the event. If payment is not made by this date the Facilities office or designee has the authority to cancel the applicants contract.
7. Any additional expenses incurred during the event i.e., custodial, security, media, kitchen help or any other expenses will be billed within two (2) weeks after completion of rental. Payment of services will be expected within thirty days from billing date.
8. Anyone considering renting school facilities and wishing to take measurements or survey the area shall contact the Facilities office to make prior arrangements.
9. Rain date reservation requests will need prior approval of the Facilities Office. ORCSD reserves the right to charge custodial costs and rental fees even if the rain date goes unused.

USER RESPONSIBILITIES AND GUIDELINES ON THE USE OF SCHOOL FACILITIES

Regulations Governing the Use of Facilities:

Persons or organizations violating these regulations may forfeit their rights to further use of school facilities. Sponsoring organizations shall provide sufficient competent adult supervision that has the authority to sign the written agreement and is responsible to the organization seeking permission to use the school facilities. The responsibility for the enforcement and communication of these regulations shall rest with the person(s) or

organizations(s) using the facilities. The staff member in charge should ascertain that users are aware of policy and regulations governing use of school facilities.

1. Bring your signed forms or confirmation sheet with you to all practice, activities and games. Please give a copy of this sheet to the person who will be on site for the planned activity.
2. A member of the school staff (administrator, teacher, school board member, custodian, coach, assistant coach, aide, maintenance person) or an authorized program leader (coach, assistant coach, activity director/coordinator) must be present while a school facility is being used. Any organization using school facilities must agree to the assignment of custodial/supervisory personnel for continuous duty during the time stated on the application. Custodian(s) assigned to cover the events(s) will be responsible for locking and unlocking the facility; turning house lights on and off; security; and cleaning any debris left by the renting organization. The rate shall be established by the School Committee.
3. Organizations sponsoring events requiring police and/or traffic control are responsible for making all arrangements for such services directly with the police department. Any time a room, hall or facility is to be used to more than half of its rated capacity, the local police and fire departments must be notified prior to the reservation's being confirmed. Notification is the responsibility of the group or individual renting the school facility. If this is not complied with, the school district reserves the right to cancel the contracted rental agreement. Payments for these services should be made directly to the police/fire department.
4. When schools have been closed because of inclement weather, the facilities will be closed for all use. There is no parking in any of the school parking lots during or after storms for safety, plowing and sand/salting purposes. The schools do not assume the responsibility of contacting groups when such closures occur. School closures will be posted on our website. ORCSD reserves the right to tow any unauthorized vehicle at the vehicle owner's expense.

Weekend/After Hours Events: The District reserves the right to cancel these events in case of an emergency, inclement weather, power outages or any additional unforeseen circumstances. The schools do not assume the responsibility of contacting groups when such closures occur.

5. If a school kitchen facility is included in a rental, the rental must be approved by the District Food Service Director. Use of kitchen facilities requires the presence of designated cafeteria personnel. The kitchen area must remain under the direct control of the cafeteria manager because of the expensive equipment, food supplies and rigid sanitation requirements. The rate shall be established by the School Committee.
6. Only facilities explicitly contracted for in the written agreement may be used for an activity.
7. No school building or facility shall be used for any purpose which could result in rioting, disturbing the peace or damage to property or for any purpose prohibited by law.
8. Users have the responsibility for maintaining aisles, doorways and exits free and clear of all obstructions to permit unimpeded emergency access. Users may not construct sets or add decorations unless the materials used can be documented as meeting fire safety code requirements.
9. Users are responsible for emergency evacuation of buildings and publicly announcing the provisions of that plan including the locations of the emergency exits to the attending public prior to the commencement of any activity.
10. Any activity which requires special equipment, a rearrangement of school furnishings, or decorations attached to any building surface, must have the written approval from the school principal prior to scheduling the event. Please show respect for the facility with proper care, usage and respectful language.
11. Consumption of all beverages and food is prohibited in the ORHS gymnasium and auditorium and the ORMS gymnasiums and auditorium. Designated area: Cafeteria
12. Concessions need to be pre-approved.
13. Use of alcoholic beverages, drugs, tobacco products, profane language, or gambling in any form is strictly prohibited on school property. The use/possession/selling of drugs or other controlled substances on school district property is against federal and state laws. Any person who violates this section shall be

guilty of a violation and notwithstanding RSA 651:2 shall be punished by a fine. The Oyster River School Board strongly supports all efforts by law enforcement officials to eliminate drugs in schools.

14. Individuals and/or groups renting school district property must clean the area rented and clear it of their belongings by the end of the scheduled reservation time at least 1 hour prior to the next scheduled event. Oyster River Cooperative School District reserves the right to remove or discard any items left behind at renter's expense.
15. There shall be no changes in the lighting arrangement unless prior permission has been granted by the technical director. Under no conditions shall there be any tampering with light controls.
16. Pianos shall not be moved without prior permission of the principal. The cost of tuning the piano for an event will be the responsibility of the renter. Pianos must be returned to the condition it was in prior to the event.
17. The possession of firearms or other weapons on school district property is prohibited.
18. Rental contracts are made with the person(s) or organization listed on the application only. The subletting of school facilities is prohibited.
19. Users who have permission to enter the building on weekends or during school breaks are responsible for the activation/deactivation of school alarm systems and accept full responsibility as a result of their negligence.
20. The use of school parking facilities in conjunction with a school facility rental is strictly on a first come - first served basis. Regular school business always takes precedence. At no time, may fire lanes and emergency exits, or handicapped parking spaces and entrances, be blocked by vehicles. Vehicles are not permitted on athletic fields or grass areas at any time. Illegal parking may result in vehicles receiving tickets, warning tags or towing at the vehicles owner's expense. Parking in marked spaces only.
21. Non-profit groups requesting a waiver shall complete a waiver form. All waivers of fees shall require a review and demonstration of financial need.
22. Table placement at district events shall not be set up as to interrupt the normal flow of pedestrian traffic into or out of an event. Must comply with fire aisles - 6' outside theater door.

Fields

1. At times, conditions of the high school fields may warrant closure. When this occurs, all activities for field use will be cancelled. Groups will be notified of closure as soon as possible.

Gym/Auditorium

1. No objects are to be fastened to, or dragged across the gymnasium or auditorium floor.
2. No tape shall be applied to the gymnasium floor, walls, or bleachers.
3. Preliminary reservations requests will be accepted until June 15th for the following school year. The schedule will be confirmed during the last week in June, or after the school district calendar has been approved by the school board. The schedule will be finalized in early July, after which additional reservation requests will be accepted and scheduled if the requested dates are available.
4. Gymnasium systems (bleachers, floor protective tarps, scoreboard, adjusting basketball hoops, operating divider curtains, sound system, floor protective covering) can only be operated by individuals approved by the Oyster River School District. Fees are set by the school committee.
5. Auditorium systems (stage rigging, lighting, audio & video) can only be operated by individuals approved by the Oyster River School District. Fees are set by the school committee.
6. Typically for non-theatrical events the auditorium may only be reserved for the day of the event. For theatrical productions, the auditorium may be reserved for a period of one week concluding the night of the final performance. Exceptions to this will be considered depending on the nature of the event, and demand on the auditorium.
7. All equipment, props, etc., owned by the renting organization must be removed from the premises the evening of the last performance, unless other arrangements have been made with the facilities office.

Storage space in the auditorium is extremely limited and only available while the auditorium is reserved by the renting organization (for a theatrical production the load in would be no earlier than one week before the final performance unless other arrangements have been made in advance through the Facilities office).

8. The availability of auditorium equipment and systems for any particular use is subject to the approval of the School Principal and Technical Director.
9. Food, beverages and other items may be sold in the ticket booth/concession stand but are not permitted in the seating area.
10. Props, backdrops, etc. may only be hung in a safe manner according to the intended use of stage rigging and sets. No objects are to be fastened to the stage curtains. No objects are to be hung from the sprinkler pipes. No objects are to be fastened to the stage floor or walls. The Theater Technician in conjunction with the Facilities Director has authority to ensure the safety of all scenery, props, equipment, etc., and to require the removal of the unsafe material or modifications to satisfy safety needs as determined by the Technical Director.
11. Only gaffers or spike tapes, supplied by ORCSD, or Glow tape approved by the Theater Technician shall be applied to the stage floor. No other tape (masking or duct) shall be used. Duct tape will not be allowed in the gym/auditorium at any time. Painting of any kind must be approved by the Facility Director and may not occur on the stage.

Time Limits

During a school day, permission for use of facilities may not be granted until **3:00 P.M.** and may not extend beyond **10:00 P.M.** All facilities must be cleared within thirty minutes of closing time indicated on the application.

Cancellation:

Request for cancellation must be received at least 24 hours in advance (weekend events 48 hours) of agreed upon starting time. Failure to cancel shall obligate the applicant to pay the custodial/auditorium tech service fees and any other expenses incurred. Cancellations can be made by contacting the Facilities Office. Verification of cancellation must be acknowledged by a Facilities staff member.

Cancellation of permission to use school facilities may be ordered by the Superintendent or his/her designee and/or Oyster River School Committee whenever such action is deemed in the best interest of the school district. As much notice as possible will be granted. (Reminder: Postponement of school events may cause sudden change in use of facilities.)

Fees for Use of School Facilities - {Excluding High School Athletic Turf Field & Track}

A schedule of fees shall be published before the beginning of each school year.

GROUPS

No fee for the use of school facilities will be charged for activities sponsored by the following:

A. In-House/School District

1. The individual schools or school districts.
2. School related organizations (PTO, Teachers' Guild, etc.).

No fee other than insurance costs for the use of school facilities will be charged for activities sponsored by the categories listed below. This assumes that school personnel are on hand during the time the building is in use. If school personnel are needed during times outside normal work schedules, the cost of these personnel shall be borne by the user. Such cost shall be published before the beginning of the school year. The cost of any non-school personnel shall also be borne by the user.

B. Community/Municipality

1. Youth groups (ORYA, Boy/Girl Scouts, 4-H, etc.).
2. Community service organizations (Lee Historical Society, Red Cross, League of Women Voters, etc.).
3. Local government (elections, town meetings, budget hearings, etc.).

The following groups will be charged a custodial, equipment, and/or room rental fee at a rate set by the School Board.

A. Outside Groups/Non-profit (proof may be required 501(c)3 Certificate of Tax Exemption)

1. Any group that does not fall in the above listed category and any groups not sponsored by the Oyster River School District.

B. Outside Groups for Profit

C. Afterschool Care

1. Programs approved for school use will be charged \$200 per month for usage of Multipurpose Room

Fees for Use of High School Athletic Turf Field & Track

The only group that will not be charges for use of the Athletic Turf Field & Track will be the athletic activities of the Oyster River Cooperative School District.

All other activities will need to be assessed individually based on use of the track, field and lights to determine an appropriate cost.

Rental Priorities

If there is a conflict in the scheduling of events in school facilities, consideration will be given in the following order:

1. Use for Oyster River student activities.
2. Use for youth of the Oyster River communities.
3. Use for Oyster River community’s recreational programs.
4. Use for educational, cultural, civic and/or governmental programs.
5. All other acceptable uses.

Community Emergencies

The Board recognizes the role of the school facilities in times of community emergencies and will make suitable facilities available to such recognized agencies as the Red Cross and Civil Defense. Such needs supersede any and all rental arrangements.

I have read and understand the Oyster River School District’s “Use of School Facilities and Guidelines” and agree to the terms and conditions stated in the policy.

Print Name: _____

Signature & Date _____

Cross Reference:

- KF-Use of Buildings and Facilities
- KF-R1 – Building Rental Fees
- JLCF - Wellness

OYSTER RIVER COOPERATIVE SCHOOL DISTRICT

KF-R1

BUILDING/GROUNDS RENTAL FEES - Revised December 14, 2016

	<u>STAFF FEES:</u>	<u>HS Gymnasium Capacity</u>
Custodial Fee	\$40.00 per hr. minimum charge 3 hrs.	Bleachers closed no furnisher 1729
Kitchen Fee	\$40.00 per hr. minimum charge 3 hrs.	Bleachers closed chairs only 1153
Auditorium Tech Fee	\$50.00 per hr. minimum charge 3 hrs.	Bleachers closed table&chairs 808
Application Fee	\$25 per event	Bleachers 672
	<u>AUDIO/VISUAL FEES:</u>	
Audio/Visual	\$20.00 per day	Bleachers open & chairs 907
Piano	\$50.00 per day	Bleachers open table&chairs 636
Tables and Chairs	\$10 per table \$1 per chair	
Gym Floor Cover Tarp	\$800 per set up and breakdown	

	<u>SCHOOL RENTAL FEE/DAY</u>	<u>Outside Groups</u>	<u>Outside Group</u>
	<u>SEATING CAPACITY</u>	<u>Non Profit</u>	<u>For Profit</u>
<u>MOHARIMET SCHOOL</u>			
Cafeteria/Stage	298 (seating only set ups) 147 chairs allowed	\$125	\$200
Gym	518 (seating only set ups) 357 chairs allowed	\$200	\$500
Cafe/Gym combined space	816 - 504 chairs		
Kitchen		\$75	\$100
East Commons	50	\$75	\$150
West Commons	50	\$75	\$150
Library	44	\$100	\$200
Classroom	30	\$50	\$100
Sports Field		\$20/hr*	\$75/hr*
		*(Minimum 1 Hour)	*(Minimum 1 Hour)
<u>MAST WAY SCHOOL</u>			
Multi-Purpose Room/Stage	250(lecture style)134(with tables/chairs)	\$200	\$500
Cafeteria	225(lecture style)170(with tables/chairs)	\$125	\$200
Kitchen		\$75	\$100
North Commons	40	\$75	\$150
Library	44	\$100	\$200
Classroom	30	\$50	\$100
Sports Field		\$20/hr*	\$75/hr*
		*(Minimum 1 Hour)	*(Minimum 1 Hour)
<u>MIDDLE SCHOOL</u>			
Gymnasium	1170(w/o bleachers)550(with tables/chairs)	\$250	\$650
Cafeteria/Stage	428(lecture style)200(with tables/chairs)	\$125	\$200
Kitchen		\$75	\$100
Multi-Purpose Room/Stage	336(lecture style)174(with tables/chairs)	\$225	\$500
Library	64	\$100	\$200
Classroom	30	\$50	\$100
Softball Field		\$175/hr*	\$400/hr*
		*(Minimum 1 Hour)	*(Minimum 1 Hour)
<u>HIGH SCHOOL</u>			
Audio/Visual systems are included in Auditorium but notice must be given at time of reservation.			
Auditorium/stage & Music Room	524 seats with 6 spots for wheelchairs	\$350	\$850
Gymnasium	PLEASE SEE BOX ABOVE	\$350	\$750
Multipurpose Room/Stage	242 (tables& Chairs) 519 (Lecture style)	\$225	\$500
Locker Rooms		\$50	\$50
Cafeteria	428 (lecture style) 200 (with tables/chairs)	\$125	\$200
Kitchen		\$75	\$100
Library	64	\$100	\$200
Music Room	40	\$125	\$225
Classroom	30	\$50	\$100
HS Athletic Turf Field & Track		\$150/hr*	\$300/hr*
- Lights {Additional Fee}			\$75.00/hr
Baseball Field		\$125/hr*	\$250/hr*
Softball Field		\$125/hr*	\$250/hr*
Tennis Courts		\$75/hr*	\$150/hr*

** A minimum of one hour will be charged for all of these locations*

Groups with less than 75% OF Durham, Lee, Madbury residents will be charged \$5/person/season/sport.
 IRS Tax Exempt Certificate may be required to substantiate non-profit.

When there are two events held: one in the afternoon and one in the evening - a separate fee is charged for each event, providing there is an admission fee charged for each event.