# **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 Superintendent 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. For all sports/athletic events, the District will establish an open request window by seasonal activities. Any request changes need to be shared with the Athletics Director. The organization that has requested the facility is responsible to inform the District if they do not plan to use the approved space.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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 applicant's contract.
- 8. 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.
- 9. Anyone considering renting school facilities and wishing to take measurements or survey the area shall contact the Facilities office to make prior arrangements. All requests will be granted subject to room and custodian availability as well as the parking demands of scheduled school activities.
- 10. 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 or 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 <u>school staff</u> (administrator, teacher, custodian, coach, assistant coach, aide, maintenance person) or an <u>authorized program leader</u> (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.
  - <u>Weekend/After Hours Events</u>: 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.

# <u>Fields</u>

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 then 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, the use of facilities may not be granted before **3:30 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. For weekend and holidays, facility use will be granted between the hours of 7:00 A.M. to 10:00 P.M.

## **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 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

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

After regular hours, weekends or holidays, custodial, kitchen and auditorium tech fees to be charged to all outside groups & non-profits within the District. Other charges may occur for turf field, lights, vandalism, damages and any other equipment outside the use of the space requested. The towns of Durham, Lee and Madbury or any approved subcommittee of said towns will not be charged for rental or custodian.

#### **GROUPS**

## 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/Non-Profits within District

- Oyster River community youth recreation programs
- Youth groups (ORYA, Boy/Girl Scouts, 4-H, etc.).
- Community service organizations (Lee Historical Society, Red Cross, League of Women Voters, etc.).
- 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 District.

- **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
- **D**. All groups including community-based programs, will be charged to use the lights on the high school Turf fields.

#### **Use 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 School District student activities.
- 2. ORCSD Community Town Governmental business {voting, public hearing, deliberative sessions}
- 3. Use for Oyster River Town Recreation Programs.
- 4. Non-Profit programs serving the youth of the Oyster River communities
- 5. Non-Profit programs serving the Oyster River adult community's recreational programs.
- 6. Non-Profit programs serving outside community.
- 7. All other acceptable uses.

In the event there are 2 competing organizations requesting the same time and space, the following criteria will be used:

School Board Approval: December 18, 2019

## **Priority order:**

- 1. Non-ability based serving highest number of ORCSD open participation
- 2. Ability based servicing highest number of ORCSD select participation

The organization must furnish their ORCSD resident registration numbers by sport and town.

It is understood that the District maintains control of its facilities. Requested times are subject to District approval based on the judgement of the Athletic Director.

## **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.

Typed/Print Name:	
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#### **Cross Reference:**

AC- Nondiscrimination/Equal Opportunity
ACE & R - Nondiscrimination on Basis of Handicap/Disability & Procedure
GBA - Equal Opportunity Employment
GBAA & R & 1 - Sexual Harassment - Employee/Staff & Procedure & Report Form
JBAA & R - Sexual Harassment and Violence - Students & Procedure
JBAB & R - Transgender and Gender Nonconforming & Procedure
KF-Use of Buildings and Facilities
KF-R1 - Building Rental Fees
JLCF - Wellness