

Andover Regional Board of Education
707 Limecrest Rd., Newton, NJ 07860

Date _____

APPLICATION AND PERMIT FOR SCHOOL FACILITIES USE

Applicant: _____

Address of Applicant: _____

Telephone Number: _____ Dates Required: _____

Building Desired: _____ Area Desired: _____

Equipment Requested: _____

Hours of Use: _____ to _____ Number of People: _____

Purpose for which used: _____

If children's group, number of adult supervisors: _____

Is admission to be charged? _____ if yes, how much? _____

If yes, what will proceeds be used for? _____

It is hereby understood, if this application is approved, the undersigned will assume full responsibility for the preservation of order, liability for injury, and damage or loss of property that may result from this usage. The rules and regulations as listed on the attached sheets are to be included in this agreement and signatures below represent acceptance of same.

As of 7/1/19, Organizations will be billed for facility use 30 minutes prior, and 30 minutes after event, which includes cost of custodial rate for cleanup and breakdown.

Signed: _____

President and Secretary must sign for organized bodies. Two (2) authorized representatives must sign for all other organizations.

Date application received _____ Date cleared _____

Date approved _____ Date rejected _____

Reason for rejection: _____

Form

HOLD HARMLESS AGREEMENT

In accordance with established Andover Regional Board of Education policy, permission to use the school facilities is granted on the condition that your organization shall indemnify and save harmless the Board of Education, its officers, employees and agents and each and everyone of them against and from all claims, suits, costs, expenses, fees (including legal fees) and from all damages of every kind and description by reason of the injury or death of any person or persons or by reason of property damage to any property which arise from or in any manner grow out of the use of the school facilities by your organization.

The undersigned hereby agrees to indemnify and hold the Andover Regional Board of Education harmless as provided above. (President and Secretary **MUST** sign for organized bodies. Two (2) authorized representatives MUST sign for all other organizations).

In addition to all other requirements of the facility use form, all guests must follow the guidelines issued by our Governor, Health Systems, local government officials, the Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA) and the Department of Education. Failure to follow any of the mandates will result in loss of use of the facilities.

Name of Sponsoring Organization

By: _____
President

Attest: _____
Secretary

The sponsoring agency shall furnish to the Board of Education a Certificate of insurance for Comprehensive General Liability Insurance in amounts of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability. The Certificate shall name the Board of Education as Additional Insured, contain a cancellation clause providing notice before cancellation to the Board, and the Insuring Company shall be acceptable to the Board.

The executed Hold Harmless Agreement, signed by two (2) appropriate officers of the sponsoring organization, must be received by the Board of Education not less than ten days prior to the date for which the use of school facilities has been granted. If the Certificate of insurance and Hold Harmless Agreement are not received, the tentative approval of your application for use of school facilities is nullified.

POLICY

USE OF SCHOOL FACILITIES

The district facilities belong to the community, which paid for them for the primary purpose of offering a full educational program for its children. Prudent use and management of school facilities outside of the regular operating schedules—providing that such use does not interfere with the orderly conduct of a thorough and efficient system of education--allows the community to benefit more broadly from the use of its own property.

The board will permit the use of school facilities when such permission has been requested in writing and has been approved by the chief school administrator for:

- A. Uses and groups directly related to the school and the operations of the school;
- B. Uses and organizations indirectly related to the school;
- C. Departments or agencies of the municipal government;
- D. other governmental agencies;
- E. Community organizations formed for charitable, civic, or educational purposes.

The use of school facilities shall not be granted for the advantage of any commercial or profit-making organization, private social functions, or any purpose, which is prohibited by law.

In the event the chief school administrator deems it advisable, any application may be submitted to the board of education for action.

The chief school administrator or board of education may refuse to grant the use of a school building whenever in their judgment there is good reason why permission should be refused.

Smoking is prohibited at all times in any district building or on school grounds. No one may bring alcoholic beverages onto any school property. All facility use shall comply with state and local fire, health, safety, and police regulations.

The buildings shall not be available for community use during holidays, vacation periods, or during the time school is not in session over the summer when the programs interfere with cleaning and maintenance schedules.

Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing and may be granted by the procedure by which permission to use facilities is granted. The user of school equipment must accept liability for any damage to or loss of such equipment that occurs while it is in use. Where rules so specify, no item of equipment may be used except by a qualified operator.

Use of district equipment on the premises by non-school personnel is limited to the equipment that is an integral part of the facility being used, i.e., the stage lights and piano in the auditorium, the basketball baskets in the gym. No district equipment shall be removed from the premises for use by non-district personnel.

The board shall require that all users of school facilities comply with policies of this board and the rules and regulations of this district. Each user shall present evidence of the purchase of organizational liability insurance to the limit prescribed by such rules.

USE OF SCHOOL FACILITIES (continued)

Authorization for use of school facilities shall not be considered as endorsement of or approval of the activity, person, group or organization nor the purposes they represent.

Political Activity

As used in this section, "school property" shall mean a building or buildings used for school operations.

Candidates for elective public office, holders of elected public office or their agent or representative are prohibited from soliciting campaign contributions on school property. No person shall make contributions, directly or indirectly, to or on behalf of any candidate for elective public office, or the candidate committee or joint candidates committee of any such candidate, while on school property.

This shall not apply to persons or groups reserving or renting school property for a nongovernmental purpose as a meeting location.

Any person in violation of this policy may be reported to the Election Law Enforcement Commission and liable to a penalty of not less than \$5000, for each violation.

Adopted:	October 4, 1994
Revised:	August 20, 2002
Revised:	March 2, 2004
NJSBA Review/Update:	January 2009
Readopted:	November 17, 2009
Readopted:	February 21, 2012

Key Words

Use of School Facilities, Use of School Equipment, District Facilities, Facilities Equipment

Legal References: <u>N.J.S.A. 2C:33-16</u>	Alcoholic beverages; bringing or possession on school property by person of legal age; penalty
<u>N.J.S.A. 18A:11-1</u>	General mandatory powers and duties
<u>N.J.S.A. 18A:20-34</u>	Use of schoolhouse and grounds for various purposes
<u>N.J.S.A. 19:44A-19.1</u>	Solicitation on state owned property prohibited; certain circumstances
<u>N.J.S.A. 26:3D-55 §! seq.</u>	<u>New Jersey Smoke-Free Air Act</u>
<u>N.J.S.A. 18A:54-20</u>	Powers of board (county vocational schools)
<u>N.J.A.C. 6A:26-12.2(a)4</u>	Policies and procedures for school facility operation

20 U.S.C.A. 4071 -4074 - Equal Access Act

GOALS2000: Educate America Act (Pro Children Act of 1994), Pub. L. 103-227

No Child Left Behind Act of 2001, Pub. L. 107-110, 20 U.S.C.A. 6301 et seq.

Resnick v. East Brunswick Twp. Bd. of Ed., 77 N.J. 88 (1978)

Boy Scouts of America v. Dale, 120 Q. Ct. 2446 (2000)

Good News Club Y... Milford Central School, 121 S. Ct. 2093 (2001)

USE OF SCHOOL FACILITIES (continued)

Possible

Cross References: *1230 School-connected organizations
*3514 Equipment
*3515 Smoking prohibition
'6145 Extracurricular activities

Regulation

RULES GOVERNING THE USE OF SCHOOL BUILDINGS, FACILITIES & GROUNDS

- A. The Board of Education shall have full charge of the building, facilities and grounds.
- B. Applications for the use of school buildings are available from the Office of the Superintendent.
- C. All permits for regular use over a period of time will be automatically terminated at the end of the school year.
- D. All applications must be signed by regularly appointed executive officers of the organization, none of whom shall personally receive any financial returns from the use of the school property.
- E. Scheduling the use of all school premises will be administered by the Superintendent/Chief School Administrator. The Superintendent/Chief School Administrator will create and maintain a "Facilities Use Master Schedule." Scheduling of the school premises will be governed by the following guidelines:
 - 1. Use of the large common use areas of the school premises (i.e. gyms, cafeterias, music rooms, libraries, etc.) from the end of the school day until 5:00 pm are reserved solely for "groups directly related to the school and the operations of the school".
 - 2. Reservations for use of the school premises for the upcoming school year will be accepted starting the first week of June and continue to be collected until the last week day in September.
 - 3. The use of the school premises during the month of September will be determined on a first come, first served basis.
 - 4. Except for reservations for facility use in the month of September, all reservations received during ~~that~~ in reservations period will have priority over any requests independent of their date of request.
 - 5. A "Facilities Use Master Schedule" for the remainder of the upcoming school year will be released on the first weekday of October by the Superintendent/Chief School Administrator to all parties that have applied for school premises use. When determining the priority of the reservations in producing this schedule, with all other things being equal, use of the building would go to the activity that impacts the largest number Andover Township & Borough children and/or residents on any given day or time. The appropriateness of the facility request to all available facility capabilities will also be considered when assigning priorities for facility use.
 - 6. The Superintendent/Chief School Administrator will accept tentative reservations during the June through September reservation period for planning and calendar purposes. However, the dates of these events are to be considered tentative and may have to be changed due to conflicts as the "Facilities Use Master Schedule" is drawn up for the remainder of the upcoming school year.
 - 7. The Superintendent/Chief School Administrator will offer alternative times and locations as options to competing activities in cases where there are conflicting requests, in the hope that a compromise can be worked out. Split facility use and other available school facilities should be considered as potential conflict solutions.
 - 8. Reservations made after the close of the initial 60 days period will be accommodated and added only when they do not conflict with the existing "Facilities Use Master Schedule". These reservations will be added to the "Facilities Use Master Schedule" based on a first come, first served basis.
 - 9. The Superintendent/Chief School Administrator may override any approved use of the facilities in emergency situations.

RULES GOVERNING THE USE OF SCHOOL BUILDINGS, FACILITIES & GROUNDS
(continued)

- F. When using the facilities for public functions, activities must be terminated and the building vacated by 10:00 P.M. except when special permission for extension of this time has been granted by the Superintendent/Chief School Administrator.
- G. Public functions shall have such police and fire protection as the Superintendent/Chief School Administrator or the Board may direct.
- H. Smoking is not permitted in any district building or on any district property. No one may bring alcoholic beverages or illegal substances onto any school property.
- I. The sponsor is responsible for the care and use of the school property. He/she shall be the first person admitted and the last person to leave and shall be in attendance at all times during the occupancy. It is the responsibility of the sponsor to see that the premises are vacated promptly.
- J. No one is permitted in the building unless a custodian with a black seal license is present.
- K. The sponsor assumes all responsibilities for all claims resulting from accident, theft or any other cause.
- L. Activities shall be confined to that portion of the building for which the permission was granted.
- M. At the conclusion of any activity, the room or area involved will be cleaned or restored to its original condition.
- N. The kitchen facilities of the cafeteria shall be used only under the supervision of the cafeteria manager or an assistant. Any exception to this shall be made only upon approval of the Superintendent/Chief School Administrator.
- O. All groups are required to supply their own first aid kit. Use of the School Nurse's office and/or equipment is not permitted.

The Following Rules 612®'. Primarily To Children's Groups:

- A. Adequate adult supervision will be furnished for each group. There shall be a minimum of one (1) adult supervisor for every ten (10) children in attendance with Superintendent/Chief School Administrator approval.
- B. At the conclusion of each meeting, all adult will remain on duty until the last child has left the school grounds.
- C. Where children are to remain after school for meetings other than those that are school sponsored, a note from the parent(s) is required granting permission to attend and releasing the Board of Education of all responsibility. Transportation for these meetings will be the responsibility of the sponsor.
- D. All permits shall be revocable and a violation of one or more of these rules as stated above will be cause for the cancellation of all privileges.

Review Date: 7014194; 8/20/02, 3/2/04
Revised: 10/4/94; 8/20/02, 3/2/04, 10/11/10

Regulation

USE OF SCHOOL FACILITIES

Fees and Applications

Completed building use forms shall be submitted to the Office of the Superintendent at least 14 days prior to the date(s) of requested use.

There shall be no charge for the use of the buildings or grounds by the following:

- A. Groups directly related to the school and the operations of the school.
- B. Non-profit groups and organizations indirectly related to the school. Proof that organization is non-profit must be submitted with application to use facilities.
- C. Scouting and student athletic group organized within the municipalities of Andover Borough and Andover Township.

Rental fees for the use of facilities are specified in Exhibit 1330. All fees shall be paid in advance to the "Andover Regional Board of Education" by certified check or money order. Additional charges may be assessed at the hourly rental rate in the event that rented space is left in an unsatisfactory manner requiring additional custodial care. Such charges will be billed by the Business Office, payable within 30 days. A full refund will be made for cancellations made with three (3) days notice prior to the date of the activity; no refund will be paid if less than three (3) days notice is received.

Responsibility

The sponsoring agency shall be responsible for the care and use of the school property. Representatives of the sponsoring agency shall be in attendance at all times during the occupancy and shall see that the premises are vacated promptly. Events conducted by the sponsoring agency, and not sponsored by the Board of Education, shall meet the following insurance liability standards: The sponsoring agency shall furnish the Board of Education satisfactory proof that they have in effect a general comprehensive liability policy in an amount not less than \$1,000,000.00 for bodily injury and property damage. The certificate shall name the Board of Education as additional insured,

Additional Controls

- A. All permits shall be revocable and a violation of one (1) or more of the rules as stated shall be cause for cancellation of all privileges.
- B. The Board of Education reserves the right to waive requirements and/or fees in special cases.
- C. Rental rates established under this policy shall go into effect on September 1, 2002
- D. Property damage liability insurance requirements established under this policy shall go into effect on September 1, 2002.

Assembly, No. 2743

Concussion protocol language needed in a facility use agreement involving athletic activities:

A school district and nonpublic school shall not be liable for the injury or death of a person due to the action or inaction of persons employed by, or under contract with, a youth sports team organization that operates on school grounds, if the youth sports team organizations provides the district or nonpublic school, as applicable, with the following:

- (1) proof of an insurance policy of an amount of not less than \$50,000 per person, per occurrence insuring the youth sports team organization against liability for any bodily injury suffered by a person;
- (2) a statement of compliance with the school district or nonpublic school's policies for the management of concussions and other head injuries.

As used in this section, a "youth sports team organization" means one or more sports teams organized pursuant to a nonprofit or similar charter or which are member teams in a league organized by or affiliated with a county or municipal recreation department.

Suggested language & Action

In addition to the liability limits required on the facility use application, applicant must provide proof of an insurance policy of an amount of not less than \$50,000 per person, per occurrence insuring the youth sports team organization against any bodily injury suffered by a participant;

a statement of understanding that they have read the school policy, and acknowledge the complexity & seriousness of concussions and head injuries, and the need to seek medical attention for any injury that could possibly result in a concussion or head injury."

Return to Play Facility Use & Risk Management

Many of the questions I have received over the last two months about reopening our schools involve the liability associated with use of our facilities, and the potential financial loss for any claims. Two staples in addressing the liabilities our Districts face **are the duty to defend clause and the State of NJ title 59 protection.**

With respect to the use of your facilities by any third party, the first line of defense for our public entities is to make sure we are in line with all regulations, guidelines, and safeguards recommended by the CDC, local and County Health regulations, NJSIAA, and any other governing bodies.

I have reviewed multiple youth sports league reopening plans and they are very specific not only to their sport, but also to the age of the participants. All have involved following all the guidelines listed above, along with recommendations from their organizations on sport specific risk management. Practice protocols, parental supervision, sign in/sign out documentation, social distancing and the use of masks are all a part of those risk management suggestions.

Except for NJSIAA recommendations and conditions for school sponsored events which must be followed by each District, I believe it is in the best interest of each District to not get involved in formulating the regulations for each youth sport or the policing of those regulations to see if they are being met. Our job is to make sure that the clubs, organizations, leagues & general public that will be using our facilities complete the facility use form and sign the hold harmless agreement which transfers any & all liability from the District to the entity signing the agreement. We can require entities to certify that they have procedures & protocols in place that meet all guidelines mentioned above for the health, safety & welfare of their participants, without having to define or review those protocols.

I would recommend that you involve your attorney with creating the language that will protect us over and above the bodily injury and property damage we currently have in our agreements. I am not an attorney, however, I have read through dozens of suggested wordings for Covid -19. I feel that one of the best I have seen should be reviewed by your Counsel for addition to the current facility use form. It reads as follows:

“In consideration of being allowed to participate on behalf of _____ the undersigned acknowledges, appreciates and agrees that participation includes possible exposures to and illness from infectious diseases including but not limited to MRSA, influenza, and covid-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist “

I am available to discuss your reopening process either in person or through zoom or any other way we can communicate. We are looking forward to successfully using our facilities with the comfort of knowing we are protected and insured. Please don't hesitate to contact me at any time 24/7, office or cell.

Thank you for your commitment to **STAYING SAFE.**

George