

## COMMUNITY USE OF SCHOOL FACILITIES

For the purpose of this policy, “school facilities” include buildings and grounds, parking lots, playing fields and fixed equipment. It is the Board’s desire that the local taxpayers who support the school should be able to obtain maximum use of the facilities, to the extent consistent with the primary educational function of the school. It is intended that community uses be approved by the administration, in accordance with this policy, the implementing regulations, and a fee schedule approved annually by the Board.

The Superintendent is responsible for developing administrative regulations which provide for: timely applications; the acceptance of appropriate responsibility and liability; and use of specific facilities, such as kitchens and gyms, performing arts center, or equipment, such as technology or stage curtains; fee schedule.

The use of school facilities will be prioritized in the following order:

1. RSU 26 school programs, co-curricular and extra-curricular activities and adult-education
2. School benefiting activities including but not limited to meetings and subcommittees of the RSU 26 board of directors, parent-teacher associations, local education association, sports, arts, and other booster groups and programs with a significant direct educational benefit to RSU 26 students
3. Municipal uses by member towns of the RSU including Recreation Programs
4. Other non-profits based in the member towns of the RSU
5. Other municipal or non-profits located outside the district
6. Commercial and profit-making organizations and programs Organizations and programs with a primary purpose of educational, recreational, social, civic, philanthropic, religious or political goals will be regarded as non-profits whether they have formal tax-recognition status as a non-profit or not.

Permission to use facilities will be conditional on the usage being consistent with the non- discrimination policies of the district including all policies starting with the letters AC as well as state and federal anti-discrimination law. A copy of these policies will be attached to the facilities usage application form.

The use of school facilities for school educational activities and authorized extracurricular activities shall take precedence over any community use of facilities even if a usage has been arranged in advance. Once a school or community activity is booked, efforts will be made to suggest alternate locations in the school facilities for other activities.

No event shall be approved which interferes with the orderly exercise of school educational activities.

These factors are to further guide community use:

- A. No alcoholic beverages may be brought onto school property at any time;
- B. Tobacco or vaping products are not allowed on school property;

- C. School facilities may not be used for any illegal purposes;
- D. Community adults and children are free to use outdoor grounds and facilities for recreation whenever not otherwise scheduled. However, formal approval of buildings and grounds use will only be granted to recognized organizations and groups;
- E. Repeat use may be denied to any group which has not demonstrated appropriate conduct and care.

All priority groups shall make requests for use as follows:

- A. Application for use is to be made through the (Facilities Director/ with final approval determined by the Superintendent or designee;
- B. Application for use must be submitted at least two weeks in advance

The RSU 26 Board of Directors recognizes that taxpayers have already funded the RSU 26 school activities and separately the Municipal activities of member towns. They further recognize that RSU 26 school activities and Municipal activities are already covered under their respective insurances. They further recognize that RSU 26 and the member Municipalities that while separate have shared interests and staffs that regularly coordinate with each other. Given this the RSU 26 Board of Directors waives the following requirements for RSU 26 school and Municipal activities (Priority groups 1-3). But the following rules shall apply to all users that are not directly school or municipally related (i.e. these rules apply to priority groups 4-6):

- A. Any approval of the use of school facilities shall include the signing of a Facility Use Agreement setting forth the conditions of use;
- B. A certificate of insurance shall be required as appropriate to the particular use; The insurance shall name RSU 26 as an additional insured. The Superintendent or their designee has the sole right to determine the amount of insurance for each event.
- C. The superintendent must approve in advance any literature or objects to be handed out or sold
- D. Use of special equipment (such as sound or lighting systems) or facilities (such as kitchens) must be requested in the initial application and coordinated with and approved by the appropriate staff or departments.
- E. Applicant is responsible for preserving order and shall detail in advance supervisory plans for school authorities, who retain final authority. Police security will be provided at the lessee's expense when required by the school administration and/or by state/local regulations.
- F. A staff member must be present during the entire time the facilities are in use. No keys will be provided; instead, buildings must be secured and opened by a staff member. If the facility is being used during a time when no such staff is present, the applicant will assume all expenses related to the costs of having staff present.
- G. No group may leave symbols, flags, literature, equipment or other paraphernalia on school grounds between authorized usages
- H. No group shall meet past 10PM except in special circumstances authorized in advance by the superintendent

The Superintendent, or their designee, has authority to waive the requirements above for priority group 4 under special circumstances.

Because taxpayers have already funded RSU 26 and its member Municipal organizations, priority groups 1-3 will normally be granted waivers of fees and proofs of insurance unless the superintendent determines there are exceptional circumstances such as unduly large costs or safety risks. Priority group 4 may request a waiver of fees for one time or occasional use if the out-of-pocket costs to the district are anticipated to be less than \$50, but must pay fees that cover costs for recurring usage or if the anticipated costs are greater than \$50. Other groups shall pay rent, in advance, on a multi-increment scale with each of priority groups 4, 5, 6 paying higher fees than the priority groups before it. The lowest fees for priority group 4 will be set sufficiently high to cover all reasonable out of pocket costs including utilities, clean-up, and wear-and-tear on facilities such as kitchens.

The following may be requested of any group:

- A. Reimbursement for incidental expenses, such as utilities;
  - B. A deposit with the application, refundable after leaving the facility in satisfactory condition;
  - C. Reimbursement for property damage and any cleaning and repair costs;
  - D. Reimbursement for custodian or other staff costs when necessary to the use of the facilities;
- and
- E. Fees for rental of equipment.

The Superintendent, or their designee, has sole authority to determine whether the facilities should be closed for reasons of public safety. Notification will be made as soon as possible. Contracts in force for periods during which the school is closed for reasons of public safety are canceled automatically without penalty to either party. However, every effort will be made to reschedule any canceled event to a mutually acceptable date.

Any individual or group utilizing RSU 26 school facilities for any purpose (including non-permitted or permitted walk-on use) agrees to save, indemnify and hold harmless the RSU 26 and all its employees and the RSU 26 Board of Directors and all of its members from and against, any and all liabilities, actions, courses of action and damages arising out of any negligent or tortuous acts on the part of the facilities' applicant, applicants' employees or agents, and from any and all fines, suits, claims, demands and actions of any kind or nature of any and all persons by virtue of or arising from the use of said facilities, equipment, or activity participation. It is also important to note that participation in recreational and athletic activities can cause bodily injury, sickness, disease, or death or injury to or destruction of tangible property, including the loss or use thereof. Therefore, all of the aforementioned groups and individuals shall also be held harmless from and against all claims, damages, losses, and expenses, just or unjust, included but not limited to costs of defense, including attorney's fees arising out of or resulting from the performance of any facility usage agreement.

Permitted users acknowledge and agree that they shall be solely responsible for all royalties or charges which are due or may become due on material used for or during an event. The facility user warrants to

the RSU 26 schools that such royalties or charges have been paid or will be paid promptly in accordance with law. The permitted facility user further agrees to hold RSU 26 schools harmless and to indemnify both for all costs or losses, including attorney's fees in defense claims, just or unjust, relating to payment of any royalty, charge or fee for use of material by the permitted user during the use of the school facilities.

The RSU 26 board of directors reserves the right to reject any application or to cancel immediately any permit if in the opinion of the board of directors the spirit or intent of the Board of Directors policies are being violated.

Adopted: 11/17/15

Revised: 1/09/18  
5/30/23