

USE OF SCHOOL FACILITIES

The Board retains the right at all times to make individual decisions regarding the use of school facilities.

All fees generated pursuant to this policy will be deposited into accounts managed by the school or town agency which bears the expense for the maintenance, care, and upkeep of the facility being rented.

All fees generated by rental of the artificial turf field at Scarborough High School will be deposited into an account reserved for the repair and eventual replacement of the field surface.

School facilities will generally be made available in keeping with the following:

Priority Use Of Facilities (Except Auditorium)

- A. Priority 1: The use of school facilities for school educational activities, sanctioned extra-curricular activities, and activities of any organization which exists solely for the purpose of supporting school programs will, in that order, at all times take precedence over any community use of those facilities.
- B. Priority 2: Secondary use of school facilities will be shared by Scarborough Community Services.
- C. Priority 3: School facilities may be made available to organizations or citizens of the Town of Scarborough for civic, cultural, educational, recreational, or political activities, which, in the opinion of the Board of Education, do not interfere with the conduct of school programs or the best interests of the school department. All events must end by 10:00pm.
- D. Priority 4: School facilities may be made available to non-resident or commercial organizations for activities, which, in the opinion of the Board of Education, do not interfere with the conduct of school programs or the best interests of the school department. All events must end by 10:00pm.
- E. Site Supervisor: The Director of Facilities for the School Department and the Director of Community Services reserve the right to assign a Site Supervisor to any and all events.

Priority Use of Auditorium

The use of the auditorium for school educational activities, sanctioned extra-curricular activities, and activities of any organization which exists solely for the purpose of supporting school programs will, in that order, be scheduled on an annual basis.

- A. All other individuals or groups will be scheduled on a first come, first served basis after consideration given to school department functions.

- B. Applications and/or the online facility reservation system, WebTrac, requests for auditorium use will be approved by the Directors of Facilities for the School Department or the Community Services or their designee based upon the nature and attendance size of the activity.
1. Approval for exclusive use of any portion of the facility will not exceed three weeks or be on a regular continuing basis during the school year.

Prohibited Activities

Individual classrooms will not be available for any group or activity that is not directly related to supporting the curricular goals of the School Department, except for Town government use.

- A. The computer classrooms will not be available for any out-of-class activity, unless specifically required for an extra-curricular activity and only with permission of the building administrator, and only with appropriate supervision.
- B. No school facility, exception being the auditorium, gymnasium, or associated such spaces the dressing rooms, will be made available to any group or individual for private or corporate gain, nor will any facility, other than the auditorium, gymnasium, cafeteria, and associated spaces, be used for a commercial venture.
- C. No school facility will be made available to any group that advocates unconstitutional or illegal acts.
- D. No school facility will be made available for any activities that are, in the opinion of the Board, contrary to the best interests of the school system or to the educational welfare of the students.
- E. No school facility will be made available for any purpose that may, in the opinion of the Board, present a risk of damage to any school building, grounds, or equipment.
- F. The possession or consumption of alcoholic beverages, tobacco products, or illegal drugs within any building or on school grounds is prohibited.
- G. Animals will be allowed in school facilities only with prior approval and at the discretion of the Superintendent/designee.
 1. Exceptions will be granted for service animals.
- H. The use of open flame, including candles or other special effects, will be allowed only with prior approval and at the discretion of the Superintendent/designee.

Application For Use of Facilities

Building administrators will schedule requests for facilities during the school day.

- A. Scarborough High School administrative office will schedule the Winslow Homer Auditorium during the school day. Beginning with the end of the school day, including weekends and school holidays, the Directors of Facilities for the School Department and/or of Community Services, or their designee, is authorized to approve and arrange for the scheduling of all requests for use of school facilities.
- B. Applications to Community Services must be made on the correct Facility Reservation Form and/or WebTrac request and received at least 14 days in advance of the expected use. Exception to the 14 day notice will be allowed only for events in the School Department gymnasium scheduled Monday through Friday in space not previously available.
 - 1. However, no application for use of space, other than the auditorium, will be approved for more than three months in advance, except with the permission of the Superintendent/designee.
- C. Approval for rental of the auditorium is limited by the school department's specified annual activities.
 - 1. Sponsors for facilities use will agree in writing to accept the assignment of alternate space if other needs for the space should arise.
- D. The Board reserves the right to revoke any agreement made for the use of school facilities, at any time and without prior notice or liability.
- E. Facility Reservation Forms and/or WebTrac request will be made available at all school facilities and in the office of Scarborough Community Services, as well as through the Town's website. Use of the correct Facility Reservation Forms is required.

Conditions of Use

The hours during which school facilities are used will, to the extent possible, coincide with the hours during which custodians are regularly scheduled. All events must end by 10:00 pm.

- A. It is the responsibility of the persons or organizations using school facilities to leave them in the same condition in which they were received.
 - 1. If this is not done to the satisfaction of the appropriate building administrator, a charge will be levied for any required clean-up/repair costs in excess of any fees that would otherwise be applicable.
- B. All individuals or groups using school facilities are responsible for the preservation of order during all activities and are required to comply with all applicable statutes, ordinances, and regulations, in addition to any policies or conditions imposed by the Board.
 - 1. If security is deemed to be necessary, arrangement and payment for police services will be the responsibility of the individual or group in question.

Evidence of meeting all legal obligations will be provided to Community Services in advance of use.

- C. All groups or individuals using school facilities will be responsible for any loss or damage to facilities or equipment, and proof of liability insurance or adequate financial resources to meet this objective may be required as condition of approval.
- D. In the rental of the auditorium, gymnasium, cafeteria, and kitchen:
 - 1. All non-school or non-Scarborough government groups must be bonded for liability in the amount of \$1,000,000 and for damages in the amount of \$25,000.
 - a. Any facilities used by the Sponsor will be examined carefully after use and a sign-off may be required. The Sponsor agrees to make restitution promptly for any loss or damage occurring during the Sponsor's use of the facilities.
 - 2. The Board and School Department will be named as additional insured in all such policies, and all insurances provided by the Sponsor will be primary to any insurance, which the school department may have.
 - 3. The Sponsor will furnish certificates of insurance indicating that it has provided the coverage required herein no later than fourteen (14) days prior to the event.
 - 4. All insurance required by this agreement will be placed with insurers licensed to do business in the State of Maine and will be acceptable to the school department.
 - 5. Minors will be properly supervised.
 - 6. Use of the auditorium's stage lighting, sound system studio or projection areas requires employment of an authorized school employee(s).
 - a. Cost of these employees is to be paid by the renter at the established rate.
 - b. Special regulatory or technical requirements may necessitate the hiring of additional employee assistance.
 - c. The Board reserves the right to require school personnel to be present, at the expense of the individual or group.

Custodial Services

Groups using school facilities for educational purposes or Board-sanctioned, extra-curricular activities will not pay for regularly scheduled custodial services.

- A. Groups and organizations will pay for custodial services if services are required above and beyond normal custodial schedules. If an approved event occurs on a holiday, the Sponsor must pay for all staffing needs and appropriate overtime fees.

Indemnification

To the fullest extent permitted by law, the Sponsor will indemnify and hold harmless the Board and school department, its officers, and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof, and (2) is caused in whole or in part by any negligent act or omission of the Sponsor, anyone directly or indirectly employed by it, or anyone for whose act it may be liable, except to the extent that it is caused by the Board of Education, the school department, its officers, or employees.

Alterations

The Sponsor will not make any interior or exterior alterations, including but not limited to, the attachment of any item to any part of a facility, and specifically without the prior written approval of the Director of Facilities.

- A. Installing decorations or scenery, or moving pianos, equipment, or other furniture is prohibited unless special permission is obtained from the Facilities Manager or the building administrator.

Termination

Either the Director of Facilities for the School Department or the Director of Community Services, for good cause, may withdraw his/her approval for use of school facilities, with prior notice to the Sponsor with 48 hours notice.

Termination by Sponsor

Sponsor may withdraw the request for facilities use any date prior to the date scheduled for use, except for the auditorium, which will require a thirty (30) day written notice.

In the event of termination for use of the auditorium without such written notice at least thirty (30) days before the date specified, Sponsor will forfeit any deposit amounts. Notwithstanding the foregoing, the school department will not be required to account or otherwise offset any revenues it may receive in re-letting the auditorium in the event of such termination.

Cancellation Scheduling

School facility space made available by cancellation can be reserved by a new requester. The reservation needs to be made with the Community Services office at least three school days in advance of the newly available date. This applies to weekday events only. No consideration will be given to events requested after a cancellation for weekend events inside the 14-day request period. Every effort will be made to keep the facility schedule up-to-date.

Fees (And Written Agreement) for Use of School Facilities

The Board will approve a schedule of fees for the use of school facilities, based upon actual costs as determined by the administration.

- A. Waivers of fees or reduction of fees may be granted, at the discretion of the Board. Any such request must be made in writing.
- B. All fees must be paid seven (7) days in advance of the event date; otherwise the event is subject to cancellation.
- C. The Sponsor is responsible for all fees incurred from vandalism and/or damages while using the space. Appropriate repair fees will be determined by the Director of Facilities for the School Department or Community Services. Fees for damages must be paid within seven (7) days of receipt of the damage invoice.

Appurtenances

Use of the auditorium does not include use of basic stage lighting or special lighting, public address system, or piano. Approval for such use and payment of fees will be required.

Appeals

In the event that the use of school facilities is denied by the Board's designee, that denial may be appealed to the Board, which will make a final and binding determination on the matter.

Legal Ref: MSRA Title 17, Chapter 69, Section 2003-A

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