

To ensure timely processing of these requests, forms should be submitted to the building secretary at least 10 days in advance of the event/activity.

NEPN/NSBA CODE: KF

COMMUNITY USE OF SCHOOL FACILITIES

The RSU #2 Board believes community use of school facilities, after hours, supports active living. Promotion of access to school recreational facilities, playgrounds, tennis courts, track, fields, walking paths, gymnasiums, etc. after school hours improves the likelihood that community members will be physically active. Increased facilities use by community members could deter criminal behavior and may enhance social networking, attributed to residents spending time outdoors and interacting with neighbors.

The schools of RSU #2 belong to the residents of Dresden, Farmingdale, Hallowell and Monmouth. The school buildings and facilities should be available to responsible local community groups and individuals at as reasonable compensation as possible for activities that benefit residents. While the RSU #2 school board retains the right to make individual decisions regarding the use of school facilities, facilities will generally be made available with the superintendent's permission in keeping with the following guidelines.

A. PRIORITY USE OF FACILITIES

Facilities will be available to community organizations or individuals of Dresden, Farmingdale, Hallowell and Monmouth for appropriate civic, cultural, educational, recreational or political activities which in the opinion of the superintendent do not interfere with the conduct of school programs or the best interests of the school system. School activities and programs will have first priority for use of school facilities.

B. PROHIBITED ACTIVITIES

1. No school facility shall be made available to any group that advocates unconstitutional or illegal acts.
2. No school facility shall be made available for any activities that are contrary to the best interests of the school system or to the educational welfare of the students of the RSU.
3. No school facility shall be made available for any purpose that may present a risk of damage to any school building, grounds or equipment.
4. Users of school facilities shall abide by all other adopted school board policies.
5. No school facility shall be made available for an event that has alcoholic beverages.

C. RESTRICTED ACTIVITIES

Because of constitutional considerations involving church and state, the following additional restrictions shall apply to any use of a school facility by a religious group:

1. The use of the school facility shall be temporary only.
2. The school facility shall not be used for worship, including funerals, unless the group in question is actively pursuing a plan to obtain or construct its own facility.
3. The use of the facility shall not occur during school hours. Memorials may be scheduled on weekends only.

D. CONDITIONS OF USE

1. It is the responsibility of the organizations or individuals using school facilities to leave them in the same condition in which they were received. If this is not done to the satisfaction of the appropriate building principal and/or head custodian, a charge shall be levied for any required clean up costs in excess of any fees that would otherwise be applicable.
2. All organizations or individuals using school facilities are responsible for the preservation of order during activities and are required to comply with all applicable statutes, ordinances and regulations in addition to any policies or conditions imposed upon by the school board. If security is deemed to be necessary, payment for police services shall be the responsibility of the organizations or individuals in question.
3. Any organizations or individuals using school facilities shall be responsible for any loss or damage to facilities or equipment. Proof of liability insurance (attach Certificate of Liability) or adequate financial resources to meet this condition will be required prior to approval for use of the facility.
4. Kitchen facilities may be used if a member of the RSU kitchen staff is present and supervising use of equipment.
5. During the school year, if school is cancelled for any reason on the day of your event, your event is also cancelled.

E. COMPENSATION FOR USE

1. To the extent possible, the hours during which school facilities are used should coincide with the hours during which custodians are on regularly scheduled duty.
2. Users of facilities during times when custodians are not on duty shall either:
 - a. pay expenses for a custodian to open the facility and clean up after the event; or
 - b. Users of facilities for private, individual functions shall pay rental fees and expenses for a custodian to open the facility and clean up after the event in accordance with the rental rates KF-R.
3. If the superintendent determines that the facility has not been properly maintained by the designated individuals, a custodian may be assigned and the expense for

these custodial services will become the responsibility of those persons using the facilities or permission to use the facilities may be revoked.

4. Organizations or individuals which charge admission for their activities may be charged a fee for use of the facility. The school board shall approve a schedule of fees for facility use based upon actual costs as determined by the administration. [see Addendum Fee Schedule]
5. The RSU reserves the right to require organizations or individuals to hire school personnel to be present during the scheduled activity.

F. APPLICATION FOR USE OF FACILITIES

1. All applications shall be made to the principal of the building for which the activity is planned. If the application satisfies the provisions of this policy, it shall be submitted with conditions of use and the principal's signature to the superintendent for review and signature.
2. The superintendent, or his designee, is authorized to approve and arrange the scheduling of requests for use of school facilities.
3. Applications shall be made in a timely fashion well in advance of the expected use, so that scheduling of facilities can be coordinated. However, normally no application for use of space more than six months in advance will be considered.

G. REVOCATION OF PERMISSION

The right is reserved by the school board to revoke any permission for use of school facilities at any time and without prior notice or liability should the board determine that such action is necessary or desirable.

H. APPEALS

In the event that the use of school facilities is denied by the building principal or superintendent, that denial may be appealed to the school board.

Legal Reference: Title 20-A M.R.S.A., Section 1001

Cross Reference: JICIA – Weapons, Violence, and School Safety
ADC – Tobacco Use and Possession

First Reading: 12/16/09

Approved: 2/3/10

Revision Approved: 12/8/12; 11/7/13; 3/6/14; 1/11/18; 8/3/23

**USE OF SCHOOL FACILITIES BY
NON-SCHOOL-SPONSORED STUDENT GROUPS**

It is the purpose of RSU #2 board of directors to make school facilities available for RSU #2 student groups in order that they may use school facilities during non-instructional time. Applications by such student groups shall be given preference over non-student groups.

DEFINITIONS:

1. School facilities are:
 - a. school buildings or rooms in school buildings;
 - b. school grounds including playing fields and parking lots.
2. Non-school sponsored student groups are organizations or groups of school students from this school system which are not meeting as part of an official school-sponsored function.
3. Non-instructional time is the time before and after the regular school day before "homeroom" periods begin and after actual classroom instruction ends.

PROCEDURES AND REGULATIONS:

1. School facilities shall be made available to non-school sponsored student groups on application by the particular group's representative to the principal.
2. The principal shall not deny access to any group on the basis of religious, political or philosophical purposes, nor on the basis of the content of the speech at the proposed meeting provided only that the meeting is held for lawful purposes.
3. Application for the use of school facilities shall be delivered to the office of the principal at least thirty days prior to the date of the proposed use.
4. The principal shall notify the applying group of the approval of the application at least fifteen days before the date of the proposed use, giving the designation of the room, field or place to be used and the approved hours of use.
5. The use of the particular facility shall be without charge and the using group shall be responsible for leaving the facility at an approved time and in an orderly and clean condition. Failure to comply with this requirement may be the basis for the denial of that particular group's future use of the facility.
6. A staff member or responsible adult will supervise all meetings of the group submitting the application. This supervisor shall be subject to approval by the building principal and this request shall be included with the application. [see no. 3 above]
In the event a staff member is not available to take this role, a custodian may be employed at the expense to the group in accordance with rates designated in KF-R2.
7. During the school year, if school is cancelled for any reason on the day of your event, your event is also cancelled.

COMPENSATION FOR USE:

6. To the extent possible, the hours during which school facilities are used should coincide with the hours during which custodians are on regularly scheduled duty.
7. Users of facilities during times when custodians are not on duty shall either:
 - c. pay expenses for a custodian to open the facility and clean up after the event; or

- d. Users of facilities for private, individual functions shall pay rental fees and expenses for a custodian to open the facility and clean up after the event in accordance with the rental rates KF-R.
- 8. If the superintendent determines that the facility has not been properly maintained by the designated individuals, a custodian may be assigned and the expense for these custodial services will become the responsibility of those persons using the facilities or permission to use the facilities may be revoked.
- 9. Organizations or individuals which charge admission for their activities may be charged a fee for use of the facility. The school board shall approve a schedule of fees for facility use based upon actual costs as determined by the administration. [see Addendum Fee Schedule]
- 10. The RSU reserves the right to require organizations or individuals to hire school personnel to be present during the scheduled activity.

First Reading: 12/16/09

Approved: 2/3/10

Revision Approved: 11/7/13 and 3/6/14

RULES RELATING TO RENTAL OR USE OF SCHOOL FACILITIES
[TO BE RETAINED BY PERSON RENTING]

1. When the use of these facilities is requested, arrangements must be made to have qualified personnel currently employed by the RSU present and available for the operation of our equipment.
2. When more than one specified area is requested, a rental fee will be charged for each needed facility.
3. The basic policy of proper supervision and responsibility for damage now in effect throughout the RSU shall apply.
4. The use of school facilities will be refused or revoked for those who have misused them.
5. In the event there is a breach in security and the facility's security alarm goes off, the organization or individual using the facility will be assessed a charge of \$100 to have custodial staff or other designee respond to the call.
6. In the event custodial staff or other school personnel can determine that the person using the facility was negligent in ensuring all doors were properly shut and locked after use, further use of the facility will be denied.
7. Alcoholic beverages, tobacco and/or controlled substance products cannot be brought onto or consumed within the facility or on school grounds.
8. The number of tickets sold must not exceed the seating capacity of the auditorium, gymnasium or cafeteria for which the permit is granted. Capacity for each building is as follows:
 - Dresden Elementary School: gymnasium/cafeteria, 233
 - Hall-Dale High School: gymnasium, 950; cafeteria, 260
 - Hall-Dale Middle School: gymnasium, 400; theater, 270
 - Hall-Dale Elementary School: gymnasium 400; cafeteria, 200
 - Monmouth Academy: gymnasium, 900; cafeteria, 182; auditorium (music rm.), 70
 - Monmouth Memorial School: gymnasium, 994; cafeteria, 452
9. Checks should be made payable to Regional School Unit No. 2
10. Groups receiving approval to use the facility must comply with all national and state laws, local ordinances and rules of the police and fire departments regarding public assemblies. The holder of the permit must provide sufficient police for all functions which are open to the general public or when deemed necessary by the superintendent.
11. This permit is not transferable.
12. The board of directors, or its representative, shall at all times have free access to all parts of the school building and shall reserve the right to revoke any permit should such action be termed necessary or desirable and in the best interest of the school system and the public generally.
13. Smoking is prohibited in RSU #2 buildings and on grounds at all times (Re: Policy ADC)
14. Possess of weapons is prohibited on school property (Re: Policy JICIA)

Revision approved: 3/6/14; 1/11/18; 8/3/23

**COMMUNITY SPORTS/RECREATION AGREEMENT ASSUMPTION OF RISK AND
AGREEMENT TO INDEMNIFY AND HOLD HARMLESS**

In consideration for being permitted to use the facilities at:

[NAME OF SCHOOL]

I hereby agree to the following terms and conditions:

1. I am fully aware that playing or practicing to play in any sport can be a dangerous activity involving many risks of injury. I understand that the dangers and risks of playing or practicing to play include the risk of serious physical or mental injury.
2. I fully understand that this activity is not sponsored or supervised in any way or in any fashion by Regional School Unit No. 2 [RSU #2], its agents and employees.
3. I agree to assume all risk of physical or mental injury to myself and all others [including all injuries that may arise or occur from or in connection with my use of RSU #2, its agents and employees] arising or occurring from or in connection with my use of RSU #2 facilities, and I do hereby release and agree to indemnify and hold harmless RSU #2, its agents and employees, from any and all liability, actions, damages and claims of any kind or nature whatsoever [including liability, actions, damages and claims caused by or arising from or in connection with the negligence of RSU #2, its agents and employees] for physical or mental injury to myself and all others that may arise or occur from or in connection with my use of RSU #2 facilities.
4. I agree to abide by the procedures set forth in this document regarding the proper use of the security system and also agree to ensure the facility is completely secured at the end of use.
5. I agree to abide by the rules and procedures set forth by RSU #2 attached to this agreement.
6. By signing this agreement, I affirm that I have read this document carefully and sign it voluntarily with full knowledge of its significance and that I am 18 years of age or older.
7. All adult participants will complete the RSU #2 Hold Harmless Agreement prior to the event. All non-school-sponsored student group adult organizer/contact person will complete the RSU #2 Hold Harmless Agreement prior to the event.

DATE: _____

SIGNATURE: _____

PRINT NAME: _____

Revision approved: 3/6/14

RSU #2

RSU #2 FACILITY USE APPLICATION FORM

Please print when completing this form.

1. Date of Application: _____
2. Organization/Group/Individual:
 - A. Name: _____
 - B. Contact Person: _____
 - C. Mailing: _____

 - D. Telephone No. [HOME]: _____
[WORK]: _____
 - E. RSU Employee present throughout the event: _____
3. Facility Requested: _____

Date(s) Requested: _____
[INCLUDE START AND END DATES AND DAY(S) OF WEEK]

Time Requested: _____
[INCLUDE START AND END]
4. Details of use:
 - A. General Description: _____

 - B. Number of Participants: _____ Number of Spectators: _____
 - C. Refreshments: YES _____ NO _____ IF YES, DESCRIBE:

NOTE: Organizations are encouraged to use RSU #2 food services for provision of food and refreshments. Contact the building principal for specifics.

- D. Special equipment/service requested: lights, chairs, tables, sound system, scoreboard, music equipment, etc.:

5. Admission charge/other fees: YES _____ NO _____ If YES, describe charge of fee and explain where this money goes and for what purpose:

Is this a certified, tax exempt, non-profit organization? YES _____ NO _____

501 (3)(C)? YES _____ NO _____

Anticipated total revenues from fees: _____

6. Proof of insurance attached: YES _____ NO _____ If NO, explain reason it is not needed:

7. Routing of Request:

Building Principal's comments/conditions of use:

APPROVED: _____ DENIED: _____

DATE: _____
[BUILDING PRINCIPAL'S SIGNATURE]

Athletic Director's comments/conditions of use:

APPROVED: _____ DENIED: _____ NOT APPLICABLE: _____

DATE: _____
[ATHLETIC DIRECTOR'S SIGNATURE if applicable]

Food Service Director's comments/conditions of use:

APPROVED: _____ DENIED: _____ NOT APPLICABLE: _____

DATE: _____
[FOOD SERVICE DIRECTOR'S SIGNATURE if applicable]

Director of Maintenance of Buildings and Grounds' comments/conditions of use:

APPROVED: _____ DENIED: _____

DATE: _____
[DIRECTOR OF MAINTENANCE]

Superintendent's comments/conditions of use:

APPROVED: _____ DENIED: _____

DATE: _____
[SUPERINTENDENT'S SIGNATURE]

REGIONAL SCHOOL UNIT #2
CONTRACT FOR RENTAL OR USE OF SCHOOL FACILITIES

This agreement is made this _____ day of _____, 20____ between
the Superintendent of Schools of RSU #2, representing RSU #2 Board of Directors, and
_____ of _____ under the
[Name of Person Renting Facility] [City/State]
classification of contracting party:

- A. School-related;
- B. Non-school-related [civic, fraternal, political, religious, educational, professional].

WHEREBY, the said _____
[Name of Person Renting/Using Facility]

is granted use of _____
[Facility to be used]

from _____ to _____
[Beginning Time] [Ending Time]

on _____ for _____
[Date(s)/Days of Week] [Nature of Intended Use]

In accordance with above schedule
of rates in the amount of \$ _____

Plus charges for any additional services
[overtime janitor, special fireman, police, etc.] \$ _____

Total \$ _____

Signing of this contract indicates acceptance of the rules on the attached page.

The users agree to assume all responsibility for injuries or death.

Signed: _____
[Person Renting Facility]

Mailing Address:

[Street]

[City]

Signed: _____
[Building Administrator]

Revision approved: 3/6/14

RSU #2
KF-R Rental Rates for Use of RSU #2 Facilities next page.

RENTAL RATES FOR USE OF RSU #2 FACILITIES

NOTE: Non-profit community organizations may have the facility use rental fee waived; however, custodial fees or other costs for personnel may be assessed. There is no charge for facility use for civic groups from Dresden, Farmingdale, Hallowell and Monmouth.

1. All purpose rooms, gymnasiums, cafeterias, auditoriums:

Because of school use, gymnasiums may not be available to community organizations. Any exception requires approval by the athletic director or designee. Gymnasiums may also not be available at certain times due to maintenance or repair.

\$50 up to 4 hours
\$100 over 4 and up to 8 hours
(Special request for more than 8 hours)

2. Kitchen: Additional \$50 to other room request

3. Library, Classroom, etc.:
\$25 for first 4 hours
\$50 for more than 8 hours

4. Athletic Fields:

Because of school use, athletic fields will not be available during the school year or during pre-season practice and tryouts. Any exception requires approval by the athletic director or designee. Fields may also not be available at certain times due to maintenance or repairs.

Extended contracted use during summer months: \$200; single time use, \$50

5. Custodial Fee: \$30 per hour

NOTE: Fees do not include overtime pay for custodial staff or food service personnel, audio/visual technicians or the employment of security where requested by RSU #2.

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