

## USE OF SCHOOL FACILITIES

In accordance with Conn. Gen. Stat. § 10-239, the Board of Education (the “Board”) may permit the use of any school facility for nonprofit educational or community purposes whether or not school is in session. The Board may also grant the temporary use of any school facility for public, educational or other purposes, including the holding of political discussion, at such time the facility is not in use for school purposes. In addition, the Board shall grant such use for any purpose of voting under the provisions of Title 9 of the Connecticut General Statutes whether or not school is in session. In accordance with 20 U.S.C. § 7905, the Board shall not deny equal access to or a fair opportunity to meet, or otherwise discriminate, against any group officially affiliated with the Boy Scouts of America (or any other youth group listed as a patriotic society in Title 36 of the United States Code) that wishes to conduct a meeting using school facilities pursuant to this policy. Such uses shall be governed by the following rules and procedures, and shall be subject to such restrictions as the Superintendent or his/her designee considers expedient.

Consistent with this policy, the Superintendent shall develop and promulgate Administrative Regulations and associated forms governing use of school buildings and facilities by community and other groups. Since the primary purpose of school facilities is for educational activities, such activities will have priority over all other requested uses.

### A. Application Procedures

Applications for use of school buildings, school facilities, athletic fields and facilities shall be submitted to the Superintendent of Schools or designee, in accordance with the Administrative Regulations.

Groups requesting use of school buildings and facilities must identify the specific facilities desired, and approval will be for those specific facilities only. All school equipment on the premises shall remain in the charge and control of the building principal or responsible administrator, and shall not be used without the express written permission of the administrator.

### B. Eligible Organizations and Priority of Use

Administrators responsible for approving/disapproving requests for use of school district facilities will use the following guidelines regarding priority of usage of such facilities:

#### Order of priority:

1. School-sponsored programs and activities.
2. Activities of school-related organizations (*e.g.*, PTO, Booster Clubs, After Graduation Committees and similar organizations).
3. Town department or agency activities.
4. Activities of non-profit organizations operating within the Town, other than school-related organizations covered by category #2 above.
5. Activities of for-profit organizations operating within the Town.
6. Out-of-town organizations.

**C. Restrictions on Use of School Facilities**

The following restrictions shall apply to the use of school facilities:

1. Illegal activities will not be tolerated.
2. Use or possession of tobacco, vapor products, alcoholic beverages or unauthorized controlled substances shall not be permitted on school property.
3. Refreshments may not be prepared, served or consumed without the prior approval of the responsible administrator. Notwithstanding, only those beverages permitted by state law may be sold during the school day. The responsible administrator may permit other beverages to be sold at the location of events occurring after the end of the regular school day or on the weekend as long as they are not sold from a vending machine or at a school store. Upon approval by the administrator, refreshments may be prepared, served and consumed only in areas designated by the responsible administrator.
4. Obscene advertising, decorations or materials shall not be permitted on school property.
5. Advertising, decorations or other materials that promote the use of illegal drugs, tobacco products, vapor products, or alcoholic beverages shall not be permitted.
6. Activities that are disruptive of the school environment are not permitted.

Any violation of this Policy or any applicable Administrative Regulations may result in permanent revocation of the privilege to use school facilities against the organization and/or individuals involved.

**D. Fees and Other Costs**

Users of school facilities shall be responsible for the fees and costs set out in a fee schedule established by the Superintendent with the approval of the Board of Education. The following guidelines shall be incorporated into such fee schedule:

<u>Category</u>	<u>Fee</u>
1. School-sponsored programs and activities.	No rental fee or associated costs.
2. Activities of school-related organizations ( <i>e.g.</i> PTO, Booster Clubs, After Graduation Committees and similar organizations).	No rental fee or associated costs.
3. Town department or agency activities.	Associated costs.
4. Activities of non-profit organizations operating within the Town, other than school-related organizations covered by category #2 above.	Associated costs.
5. Activities of for-profit organizations operating within the Town.	Rental fee and associated costs.
6. Out-of-town organizations.	Rental fee and associated costs.

“Associated costs” shall include, but shall not be limited to, fees for the services of any custodial personnel, food service personnel, security personnel or other personnel deemed by the responsible administrator to be necessary in connection with the use of a school district facility. Such costs shall be at the rates set forth in the fee schedule. Rental fees and/or associated costs otherwise applicable may be waived by the Superintendent or his/her designee if such waiver is deemed by the Superintendent or his/her designee to be in the best interest of the school system and/or the Town.

**E. Responsibility for Damage to Property or Loss of Property**

In order to use school district facilities, any organization or individual requesting such use must agree to assume responsibility for any damage to and/or theft or loss of any school district property arising out of the use of the facilities.

**F. Health and Safety Protocols**

In order to use school district facilities, any organization or individual requesting such use must agree to abide by all health and safety protocols in place by the school district at the time of use, including but not limited to protocols relating to cleaning of the facilities, signage, and health screenings of individuals requesting access to the facilities.

**G. Conditions**

1. Policemen and/or firemen must be employed by persons or organizations at all events when the use of school facilities is subject to the town ordinances on public gatherings; i.e., when more than one thousand (1,000) persons are assembled at one time for one (1) particular event. This shall be the responsibility of the persons or group using the facilities, except for school-sponsored activities where it shall be the responsibility of the Board.
2. Police coverage may be required by the Board when more than 300 persons are assembled at one time for one (1) particular event. However, the Board (or appropriate school administrator[s]) reserve(s) the right to insist that organizations which rent school facilities secure the services of Rocky Hill policemen and/or firemen during events taking place at school facilities when, in its/their judgment, such coverage is prudent.
3. An employee of the facilities staff shall be in the building at all times to ensure security with the following exceptions: whenever more than one large area in the building is being used at one time (such as a gymnasium, auditorium, hallway, cafeteria, etc.), the Superintendent of Schools or his designated representative will determine the number of employees of the facilities staff necessary to be in attendance for proper security. Such employees will also perform the following functions:
  - a. Assist persons or groups using facilities in the arrangement of furniture and other equipment to be used at the end of the activity.
  - b. Secure the building at the conclusion of the activity.

- c. Care for any type of housekeeping function so that the building will be in readiness for the next day of operation.
- d. Provide any other specific requirements deemed necessary for the particular activity.

**Applicants Responsibilities**

The application for use of school facilities will bind the individual sponsor to be responsible for:

1. Proper conduct of participants and/or guests.
2. Protection and reasonable maintenance of public property.
3. Return of all equipment or furniture to its proper place.
4. Replacement or repair of any damaged equipment, fixtures, or furniture.
5. Payment of bill within fifteen (15) days of billing.
6. Adherence to local and state ordinances and state and local fire regulations, as applicable.
7. Providing a proper certificate of insurance.

**Legal References:**

Conn. Gen. Stat. § 10-239  
Conn. Gen. Stat. § 10-215f  
Conn. Gen. Stat. § 10-221q  
Conn. Gen. Stat. Title 9

Boy Scouts of America Equal Access Act, 20 U.S.C. § 7905  
Patriotic and National Organizations, 36 U.S.C. § 1010 et seq.

**ROCKY HILL PUBLIC SCHOOLS**  
761 Old Main Street  
Rocky Hill, CT 06067  
860-258-7701, x1166

**APPLICATION FOR USE OF SCHOOL FACILITIES**

**NOTE: This application must be received at least two weeks prior to the actual date of the event.**

Applicant Name & Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**SCHOOL INVOLVED (Please Check)**

Rocky Hill High School  Griswold Middle School  Stevens Elementary   
West Hill Elementary  Moser School  Administration Building

**FACILITIES REQUESTED (Please Check)**

Auditorium  Cafeteria  Gymnasium  Classroom(s)

Other (Technology, Special equipment, etc.) \_\_\_\_\_

Type of Activity: \_\_\_\_\_

Expected Attendance: \_\_\_\_\_

Date(s) of Activity: \_\_\_\_\_

Time Required: Beginning: \_\_\_\_\_ Ending: \_\_\_\_\_

**Note: Building will be opened 15 minutes before the time stated unless otherwise specified.  
Building or facility must be cleared 20 minutes after conclusion of activity.**

Is admission being charged? Yes  No

Date of Application: \_\_\_\_\_ Signature: \_\_\_\_\_

**ANY AGENCY OR ORGANIZATION NOT PART OF THE SCHOOL SYSTEM OR MUNICIPAL GOVERNMENT MUST AGREE TO THE FOLLOWING CONDITIONS:**

The tenant will indemnify and save harmless the landlord from any liability by reason of property damage or personal injuries to any person or persons on or about the said premises while the premises are in use by the tenant. Tenant hereby agrees that it will insure such assumption of Liability in a sum not less than that prescribed by the minimum Liability Insurance requirement of the Town of Rocky Hill and Rocky Hill Board of Education.

In addition, the tenant shall provide insurance certificate naming the Town of Rocky Hill and Rocky Hill Board of Education as additional insured's. Such insurance of the tenant shall be primary and hold the Town of Rocky Hill and Rocky Hill Board of Education harmless from any and all claims, suits, or liabilities of any kind whatsoever, including attorney's fees and costs, which the tenant incurs as a result of its negligence or the negligence of its agents or employees.

Not for profit civic, fraternal or religious organizations are required to provide the following limits of commercial general liability insurance:

- \$500.000 Each occurrence bodily injury/property damage which shall include premises, operations and completed operations coverage.
- \$500.000 Each occurrence personal and advertising injury
- \$500.000 Products/completed operations liability
- \$500.000 Aggregate limit of liability

For profit organizations shall provide the following limits of commercial general liability insurance:

- \$1.000.000 Each occurrence bodily injury/property damage which shall include premises, operations and completed operations coverage.
- \$1.000.000 Each occurrence personal and advertising injury
- \$1.000.000 Products/completed operations liability
- \$1.000.000 Aggregate limit of liability

The tenant further agrees to preserve the property rented including furniture and effects, in as good a condition as they are now in, and not to remove any part thereof from the premises, and at the termination of the tenancy to deliver up to the landlord the premises and the furniture and effects in such condition as aforesaid, or if any of the premises shall have been broken or damaged, to pay to the landlord the value thereof.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**Tax Application:**

Individuals or agencies planning to charge admissions during the use of our buildings or facilities must comply with taxation procedures as outlined in Connecticut State taxation regulations.

**RENTAL FEES FOR USE OF SCHOOL FACILITIES**

A 25% deposit of the estimated fees is due upon the approval of the application. This deposit is refundable if notice of cancellation is made no less than twenty-four (24) hours before the start of the event to the superintendent or his/her designee(s). The balance of all fees is payable within 15 days of the event.

**\*\*\* ALL FEES PER HOUR \*\*\***

**Rental Fees**

Auditorium – RHHS	\$100	Three (3) hour minimum per event. Payment of rental fees shall be made directly to the Rocky Hill Board of Education (RHBOE) Office.
Cafeteria	\$75	Use of kitchen facilities may have additional fees. Contact the Rocky Hill Board of Education for details. 860-258-7701, x1162 or <a href="mailto:andersonl@rockyhillps.com">andersonl@rockyhillps.com</a> .
Classrooms (per classroom)	\$25	
Gymnasium	\$75	
Gym & Showers	\$100	
McVicar Field and Pool/Pool Area	\$100	Fees for use of McVicar Field and the Pool shall be deposited by the Town of Rocky Hill Parks and Recreation Department into a separate Pool/Field Account for future maintenance of these areas.
Library	RHHS: \$60	GMS: \$52    WH: \$52    ST: \$52    MOSER: \$52

**Custodial Fees** (per custodian)

Monday through Friday	\$30.00 per hour
Saturday	\$45.00 per hour
Sundays and Holidays	\$60.00 per hour

**Technician Fees**

Fees for technician are determined upon application for the event. Any activity (practice or performance) in the high school auditorium which utilizes either the stage lighting system and/or the sound system MUST be attended by the Auditorium Manager or a trained technician. The Auditorium Sound System must not be modified in any way or melded with any other sound equipment or system.

*A three-hour minimum payment is required for events occurring outside of normal work schedules.*

**INDEMNIFICATION AND RELEASE**

This form is valid for a period of one calendar year from the date signed for each application of usage which is made.

In consideration of the permission granted to it by the Rocky Hill Board of Education (the “Board”) to use the school building, grounds, facilities, and/or equipment, the undersigned does hereby indemnify and hold harmless the Board and the Town of Rocky Hill, their employees, agents, contractors and assigns against any and all loss or expense, including attorneys’ fees, court costs, damages, liability and any other amounts for any and all bodily injuries, including death, and/or for any and all property damage sustained accidentally or otherwise sustained by any person arising out of or connected with the undersigned’s use of the school building, grounds, facilities, and/or equipment.

The undersigned further waives the right to initiate and/or pursue in any manner any and all lawsuits and any other claims in any forum against the Board or the Town of Rocky Hill, its individual Board members, officers, employees, agents, contractors and assigns for any injury or harm connected to the undersigned’s use of the Board’s facilities, including but not limited to claims for negligent acts or omissions and/or claims for death and/or serious bodily injury and/or claims for property damage.

The undersigned assumes responsibility for any damage to and/or theft or loss of any school district property arising out of the use of the buildings, grounds, facilities, and/or equipment.

The undersigned has read and agrees to abide by the terms of the Board policies pertaining to use of Board buildings, grounds, facilities, and/or equipment.

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature