

PTO

OAKLAND K-8 PUBLIC SCHOOLS

USE OF FACILITIES APPLICATION INSTRUCTIONS

The PTO Use of Facilities Request information can be downloaded from the Oakland Board of Education website under Facilities/PTO Use of Facilities.

The following documents must be reviewed by each individual completing a Use of Facilities application:

1. Board Policy and Regulation 7510 Use of School Facilities
2. Rules for the Use of School Facilities
3. Public Use of School Facilities School Safety and Security

Each Use of Facilities application must be submitted to the respective school to initiate the approval process.

THE FOLLOWING DOCUMENTS ARE TO BE COMPLETED AND ALL DOCUMENTS SUBMITTED ANNUALLY AT THE BEGINNING OF EACH SCHOOL YEAR:

1. Signed Use of Facilities Agreement
2. School Safety and Security Plan Statement of Assurance
3. Current Certificate of Insurance.

Guidelines Certificate of Insurance:

- Property damage coverage of at least \$1,000,000 per occurrence/\$2,000,000 aggregate.
- Bodily injury coverage of at least \$1,000,000 per person/\$1,000,000 per occurrence/\$2,000,000 aggregate.
- The Certificate of Insurance must state the following:
 - *The Oakland Board of Education is named as Additional Insured for Commercial General Liability on a primary and non-contributory basis. A Waiver of Subrogation for the benefit of the Oakland Board of Education applies*

NO LESS THAN 30 DAYS PRIOR TO THE REQUESTED EVENT DATE THE FOLLOWING SIGNED DOCUMENTS MUST BE SUBMITTED BY THE INDIVIDUAL RESPONSIBLE FOR THE EVENT:

1. Signed Use of Facility Application
 - If bringing outside vendor(s) each vendor must sign the "Oakland K-8 Public Schools Use of School Facilities Vendor Agreement" and provide a Certificate of Insurance. The Certificate of Insurance must state the following:
 - *"The Oakland Board of Education is named as Additional Insured for Commercial General Liability on a primary and non-contributory basis."*
 - A Waiver of Subrogation for the benefit of the Oakland Board of Education is also recommended if the vendor is able to provide.

USE OF OAKLAND K-8 PUBLIC SCHOOLS FACILITIES AGREEMENT

Date: _____

All applications must be submitted to the school office **at least thirty (30) days prior to requested use.**

The organization or individual applying for the use of the Oakland K-8 Board of Education's facilities shall be referred to as the **"Licensee."**

The **Oakland K-8 Board of Education** ("Board") shall be referred to as the **"Licensor."**

If this application is granted, _____ agrees to:
Licensee (Name of Organization)

1. Assume all liability for and agrees to indemnify and hold the Licensor, its respective members, agents, contractors, servants, employees, volunteers, licensees or invitees, harmless from and against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with any acts or omissions of the Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees related to its use of the Licensor's facilities, including but not limited to, the Licensee's use of any portable equipment. In the event that an action or proceeding is brought against the Licensor by reason of any such claim, the Licensee, upon notice from the Licensor, covenants to resist or defend, at Licensee's expense such action or proceeding by counsel reasonably satisfactory to the Licensor.
2. Assume full responsibility for Bodily Injury and Property Damage incurred as a result of the acts or omissions of the Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees. The Licensee must present an insurance certificate guaranteeing proper liability coverage of at least a Combined Single Limit of \$1,000,000 per person/per occurrence against any liability for bodily injury and property damage. The Licensor shall be named as an additional insured on such insurance policy. A copy of the necessary insurance policy must be presented to the Licensor, upon request, prior to the Licensee's use of the facilities.
3. Assume responsibility for preserving orders in said school during its use of the facilities, for all fees in connection with the Licensee's use of the facilities, including, when necessary, custodial fees.
4. The Licensee agrees to pre-inspect the facilities for which use is being requested, and agrees to notify the Licensor of any defects, damages, or areas of concern prior to using the facilities. The Licensee agrees not to use the facility should a dangerous condition exist. If the Licensee fails to conduct a pre-inspection and/or fails to notify the Licensor of any damage to the facility being used, the Licensee shall be responsible for any damage found to the facility after such use.
5. Observe and adhere to all of the Licensor's rules and regulations governing the use of the Licensor's facilities as set forth in the Licensor's policies and regulations. The foregoing policies and regulations are as much a part of this application and agreement as if they were attached hereto. Additional copies of said policies and regulations may be obtained on the Oakland K-8 website under Departments/Facilities or at the Business Office. Any violation of these terms and conditions may result in the immediate expulsion of the Licensee from the Licensor's facilities.
6. If school is closed due to inclement weather, Licensee's event/function may be canceled.
7. If the Licensee is a "youth sports team organization," as that term is defined by N.J.S.A. 18A:40-41.5(b), the Licensee shall provide the Licensor with a statement of compliance with the Licensor's Policy No. 2431.4 "Concussion Testing and Return-to-Play" for the management of concussions and other head injuries. As defined in N.J.S.A. 18A:40-41.5(b) 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.

OAKLAND K-8 BOARD OF EDUCATION
APPLICATION FOR USE OF FACILITIES

8. If the Licensee is a “youth sports team organization,” the Licensee shall provide the Licensor with a copy of their insurance certificate, guaranteeing proper accident coverage for the participants.
 9. Pursuant to N.J.S.A. 18A:40-41a and N.J.S.A. 2A:62A-27, the Licensor, its employees, agents, and servants shall not be liable for the injury or death of a person arising from the presence of and access to an AED, as well as the action or inaction of the Licensee or any of the Licensee’s members, agents, contractors, servants, employees, volunteers, licensees or invitees.
 10. The Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees hereby acknowledge that the requirements of N.J.S.A. 18A:40-41a-c concerning automated extended defibrillators apply to school-sponsored athletic events or team practices in which students of the district participate.
 11. Pursuant to N.J.S.A. 18A:40-41.5, the Licensor shall not be liable for the injury or death of a person due to the action or inaction of the Licensee or any of the Licensee’s members, agents, contractors, servants, employees, volunteers, licensees, or invitees.
 12. The Board may request a deposit prior to scheduled use or licensee may be invoiced after the event takes place.
 13. Any requested changes or modifications in this application and agreement for the use of facilities must be made in writing by the Licensee and approved by the Licensor at least three (3) days in advance of the date scheduled for the use of facilities.
 14. _____ I have received, read and hereby represent that the Licensee shall comply with any and all of the Licensor’s rules, policies, and regulations, including Board Policy and Regulation 7510.
 15. The Licensee has provided the aforementioned required certificates of insurance to the Licensor. Y / N
- Organization will be billed for facility use which will include cost for custodial coverage.
- Checks made payable to **“Oakland Board of Education”**.

Signature of Licensee

Position with Organization Named Above

Email Address

Telephone Number

Date

Home Address

OAKLAND K-8 PUBLIC SCHOOLS

PUBLIC USE OF SCHOOL FACILITIES SCHOOL SAFETY AND SECURITY

In accordance with the provisions of N.J.S.A. 18A:41-7.c., the Board of Education shall provide to all persons who supervise youth programs that are not sponsored by the school district, but operate a program in a district building before or after school hours, on the weekend, or during a period when school is not in session, information on the district's school practices and procedures in the event of a school safety or security incident at a school including non-confidential information on evacuation procedures, emergency response protocols, and emergency contact information.

It shall be the responsibility of the organization that sponsors the youth program to train the program's employees and volunteers on the school security and emergency procedures in effect in the school building in which the youth program is located.

The organization that sponsors the youth program shall file a statement of assurance with the Superintendent or designee that it has complied with the training requirements prior to the district authorizing the use of the school building.

SCHOOL SECURITY AND EMERGENCY PROCEDURES

In the event of a **Fire** and/or Fire alarm activation

- **Evacuate** the building at the safest and nearest emergency exit
 - **Call 911**

In the event of a **Medical Emergency**

- **Call 911 and render first aid** until first responders arrive
 - Contact the victim's parent/guardian/significant other as soon as practical

In the event of a **Power Outage**

- Remain in place (**shelter-in-place**). If the power is out for more than 5 minutes end the activity/event and safely evacuate the building.

In the event of **Lightning**

- **Immediately seek shelter.**

In the event of an **Active Shooter / Armed Assailant**

- **Run away** from the gunfire / threat
 - Identify escape routes
- **Evacuate** regardless of whether others agree to follow
 - Leave your belongings behind
 - Advise and help others to escape, if possible
 - Prevent others from entering an area where the shooter / armed assailant may be
- **Hide or lockdown** in place if possible
 - Immediately secure doors by locking or barricading with furniture or heavy objects
 - Turn off lights and any sources of noise, including cell phones
 - Stay out of sight and away from doors and windows
 - Remain still and quiet
 - Look for objects that can be used as weapons, if needed
 - Wait for responding law enforcement to advise when it is safe to come out
- **Fight** as a last resort **for your life**
 - Take aggressive action
 - Disrupt or incapacitate the shooter / armed assailant
 - Yell and scream
 - Throw objects and use improvised weapons to protect yourself

School Safety and Security Plan Statement of Assurance

**OAKLAND K-8 PUBLIC SCHOOLS
PUBLIC USE OF SCHOOL FACILITIES SCHOOL SAFETY AND SECURITY**

In accordance with *N.J.S.A. 18A:41-7c*, each local board of education shall provide to all persons who supervise youth programs that are not sponsored by the school district, but operate a program in a district school building before or after school hours, on the weekend, or during a period when school is not in session, information on the district's practices and procedures in the event of a school safety or security incident at a school, including non-confidential information on evacuation procedures, emergency response protocols, and emergency contact information.

It shall be the responsibility of the organization that sponsors the youth program to train the program's employees and volunteers on the school security and emergency procedures in effect in the school building in which the youth program is located. The organization that sponsors the youth program shall file a statement of assurance with the school district superintendent that it has complied with the training requirements prior to the district or nonpublic school authorizing the use of the school building.

Name of Youth Program Organization: _____

School Building(s) to be Utilized Pursuant to Board Policy and Regulation 7510.

DHS _____ Heights _____ Manito _____ VMS _____

Certification

I, being the Administrator of _____ do hereby certify that, pursuant to *N.J.S. A.18A:41-7c*,
(Name of Organization)

we have received information from the Oakland K-8 Public Schools on the District's practices and procedures in the event of a school safety or security incident at a school and that we have trained our employees and volunteers on the school security and emergency procedures in effect in the Oakland K-8 Public Schools.

Printed Name

Signature

Title

Date

Rules for the Use of School Facilities

1. Users of school facilities will be bound by the law.
 - a. Users must comply strictly with all applicable statutes; municipal ordinances; and rules of the Board of Health, Fire Department, and Police Department regarding public assemblies.
 - b. The use must not exceed the established capacity of the facility used.
 - c. The use must not involve gambling or games of chance.
 - d. The use, possession, and/or distribution of alcohol and/or controlled dangerous substance is absolutely prohibited, in accordance with law and Policy Nos. 5530 and 7435.
 - e. Smoking is prohibited in accordance with Policy No. 7434.
 - f. School facilities cannot be used for any purpose prohibited by law or likely to result in rioting, disturbance of the peace, damage to property or for the purpose of defaming others.
 - g. All organizations using any part of the building will be responsible for the proper care of the buildings and equipment used. The organization will be billed for any damages incurred.
 - h. All groups using school facilities must be properly supervised. Adequacy of supervision is to be determined by the Superintendent or his/her designee.
 - i. The Board of Education does not assume any liability for personal property or bodily injury incurred during the use of the buildings and grounds. In instances of damage to facilities or loss of equipment, necessary repairs and replacement shall be charged to the organization.
 - j. Use of space in a school while any election is being held at that school will not be permitted.
 - k. All organizations must leave rooms and equipment in the same order as found.
 - 1) Chairs and tables are to be replaced.
 - 2) If the kitchen is used for light refreshments, kitchen equipment, tables, and floors must be cleaned.
 - 3) If the kitchen is used for a prepared meal, all equipment, tables, and floors must be cleaned.
 - 4) If the kitchen is rented, equipment may be used only if a member of the cafeteria staff is present. Otherwise, no equipment or utensils may be used.
 - l. Failure to observe above rules will jeopardize an organization's right to future rental of the building.
2. Users of school facilities will respect Board property.
 - a. The user will not damage, destroy, or deface school property. The facility will be used with care and left in an orderly and neat condition.
 - b. The user must obtain the Principal's permission to bring equipment, decorations, or materials to the school facility. No equipment, decorations, or materials may be nailed to floors, walls, windows, woodwork, curtains or fixtures or affixed to the same in any manner that defaces or damages school property.
 - c. Any equipment, scenery, decorations, or other material brought to the school facility and any debris caused by the use or remaining after the use must be promptly removed by the user. Any such materials left on school premises more than twenty-four hours after the use may be removed by the Board at the user's expense. The Board assumes no liability for damage to or loss of materials brought to school facilities.
 - d. To prevent damage to the gymnasium floors, users must ensure that all participants wear rubber soled footwear and will not put tape of any kind on the floor.
 - e. No school facility may be used for a purpose in conflict with the purpose for which the facility was designed.

- f. Lighting equipment, ventilation systems, and thermostatic controls may be operated only by an employee of the district.
 - g. No signs, posters, advertisements, or other displays may be placed in a school building without the approval of the Principal.
 - h. No school keys shall be issued to a user.
 - i. With the exception of service animals, no animal shall be allowed on school premises without proper authorization.
 - j. The Principal/head custodian is responsible for examining the facility immediately after the use and informing the user of any loss or damage that must be corrected.
 - k. Permission to use school facilities extends only to the facility requested. Users are not entitled to enter health offices, administrative offices, storage closets, or any other room to which permission to use has not been expressly granted. Users are not permitted to use district telephones, typewriters, and office equipment. Users may make use of public telephones.
 - l. No vehicles of any type shall be operated in any area that is not designed for such vehicles.
3. Users Must Be Properly Supervised.
- a. A school custodian must be on duty during the entire time a use occurs. The custodian is present for the purpose of ensuring the security and proper functioning of the facility and of enforcing these regulations. The custodian is paid by the Board and may not accept gratuities from users.
 - b. The use of certain school facilities (such as kitchen and auditorium stage) may require the services of school employees trained in the use of the facility. The user will be charged an additional fee and the school employee will be compensated accordingly by the district.
 - c. The user must assume full responsibility for the conduct of all participants in the use while they are in or about school buildings and grounds and must enforce these regulations. The user must provide an adequate number of persons to supervise participants in the activity.
 - d. The user must, in consultation with the Principal, anticipate the need for the assistance of police officers, fire fighters, and/or parking attendants. All such services must be arranged by the user and will be at the expense of the user. When a user refuses or fails to secure police, fire, and/or parking assistance after having been advised to do so by the Principal, the Principal may recommend that permission to use the facility be withdrawn.