

## 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 requests for auditorium use will be approved by the Directors of Facilities for the School Department 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. No school facility, except in the auditorium, gymnasium, or associated spaces, 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..
- B. No school facility will be made available to any group that advocates unconstitutional or illegal acts.
- C. 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.
- D. 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.
- E. The possession or consumption of alcoholic beverages, tobacco products, marijuana, vapes or illegal drugs within any building or on school grounds is prohibited.
- F. 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.
- G. 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 Director of Facilities for the school department and/or

their designee is authorized to approve and arrange for the scheduling of all requests for use of school facilities.

- B. Applications must be made on the correct online facility reservation form 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 gymnasias scheduled Monday through Friday in space not previously available.
  - 1. 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. If the requested space becomes unavailable, the reservation may be cancelled or an alternative space may be assigned, at the discretion of the Director of Facilities or their designee.
- 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. 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 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 a 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 renter will be examined carefully after use and a sign-off may be required. The renter agrees to make restitution promptly for any loss or damage occurring during their renter'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 renter will be primary to any insurance, which the school department may have.
3. The renter 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 renter must pay for all staffing needs and appropriate overtime fees.

### **Indemnification**

To the fullest extent permitted by law, the renter 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 renter, 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 renter 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 Director of Facilities or the building administrator.

### **Termination**

Either the Director of Facilities for the school department, for good cause, may withdraw their approval for use of school facilities, and will provide 48 hours of notice, when possible.

### **Termination by Renter**

Renter 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, Renter 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 renter. The reservation needs to be made through the online system 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 renter 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. Fees for damages must be paid within seven (7) days of receipt of the damage invoice.
- D.     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 a school facility is denied by the Director of Facilities, that denial may be appealed to the Superintendent, who will make a final and binding determination on the matter.

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

Adopted:       April 6, 1972

Revised:       September 5, 1974  
                  November 19, 1981  
                  November 21, 1985  
                  August 13, 1987  
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                  February 4, 1999  
                  November 7, 2002  
                  February 7, 2008  
                  May 1, 2008  
                  January 21, 2010  
                  July 19, 2012  
                  March 6, 2014  
                  September 4, 2025