7510 USE OF SCHOOL FACILITIES

The Board of Education owns and has responsibility for the maintenance of the equipment, buildings and grounds of the North Caldwell Public Schools. That responsibility includes minimizing the wear and tear and operational costs of those facilities so that they will be available for school-related activities. Although the primary purpose of the facilities is to support the Board's educational programs, it is the Board's policy to make its facilities available to the community and others serving the community under certain terms and conditions and at the sole discretion of the Board.

A. Groups Eligible

The schools and school sponsored activities have first priority in the use of all school facilities at all times. Thereafter, organizations that have properly followed the application procedures will be eligible for consideration by the Board by order of application within each category. The following organizations and/or categories are listed in order of priority:

Class 1: North Caldwell Education Association, Board of Education Committees, and North Caldwell Partnership for Education.

Class 2: North Caldwell Recreation Department, West Essex District Teams or Clubs and other Municipal departments for the sole benefit of North Caldwell children.

Class 3: Employees of the district will pay a $100.00 permit fee per school calendar year for the sole benefit of North Caldwell children.

Class 4: Not-for-profit clubs or teams organized for the sole benefit of North Caldwell children (requires 501(c)(3)).

Class 5: Any other entity organized for athletic, cultural, civic, educational, recreational or social purposes, including any private organizations.

Class 6: Camp programs for the sole benefit of North Caldwell children.

Class 7: Local news media hosting a candidates' night to which all candidates for a covered position are invited to present their candidacy to the North Caldwell community. Covered position shall mean the position of North Caldwell Mayor, or member of the North Caldwell Town Council, or member of the North Caldwell Board of Education, or North Caldwell representative member of the West Essex Board of Education.



B. Costs

The following per diem costs shall be applied and are subject to change annually without prior notice by the Board:

Facility fees for Class 1: No Fee

Facility fees for Class 2 and 4:

1. Use of indoor facilities for less than thirty (30) days will require a $75.00 permit fee per activity.

2. Use of indoor facilities for thirty (30) to ninety (90) days will require a $200.00 permit fee per activity.

3. Use of indoor facilities for ninety-one (91) days or more will require a $325.00 permit fee per activity.

4. Use of facilities that will require an additional fee for custodial services, as follows:

Monday - Saturday:	$85.00 per hour per custodian (minimum four [4] hour charge)
Sunday & Holidays:	$170.00 per hour per custodian (minimum four [4] hour charge)

5. Use of fields will require a $300.00 permit fee per season per school year.

Facility fees for Class 3: For the sole benefit of the North Caldwell children, employees of the district will pay a $100.00 permit fee per school calendar year.

Facility fees for Class 5:

Gymnasium:	$500 (per use)
Cafeteria:	$500 (per use)
Classroom:	$350 (each classroom, per use)
Field:	$500 per use

Facility fees for Class 6: Use of indoor facilities for camp like programs up to six (6) weeks will require a $2,500.00 permit fee. Each additional week will require a fee of $350.00 per week.

Facility fees for Class 7: A fee of $100.00 per event will be charged.

Use of air conditioning: For non-class 6 programs, a fee in the amount of $15.00 per diem will be assessed for use of air conditioning in a classroom. A fee in the amount of $35.00 per diem will be assessed for use of air conditioning in the cafeteria. This fee will be imposed at the will of the Board according to the time of year facility is being used.

The costs of custodial services, including overtime, required as a result of the facilities' use will be borne solely by the organization incurring those costs in any of the four categories identified above including any and all costs associated with post clean-up.

Door/site monitors are required for class 2, 4 and 5 activities. Monitors will be provided and coordinated by NCBOE. Door/site monitor fee is $150.00 for a four (4) hour block based on thirty (30) minutes before event up to three (3) hours for event and thirty (30) minutes after event. If the event is over three (3) hours, charge will be an additional $40.00 per hour. The thirty (30) minutes before and after is for administrative duties as district liaison to complete final event check list and not for the actual event.

The Board of Education may permit organizations to provide their own door/site monitors, which must be approved by the Board of Education at the submission of the facilities use application.
The site monitor, as well as the coach, will have to show identification from the submitting(recreation) organization to the custodian for entry. Identification assures the Board that the responsible party has the proper background check completed, is approved as a coach/instructor by The Recreation Department, and are covered under Recreation's liability and molestation insurance. **If no identification is provided, no entry will be permitted, no exceptions.** If the coach or responsible party does not comply or displays hostility towards the custodian, then the Board will suspend all facility use for 5 days.

The Board will require monitors for the following:

1- Practices: Facility use for practice will require 1 site monitor present provided by North Caldwell Recreation. **During practice, only team players are permitted. Parents, siblings, friends, additional coaches, coaches' families are not permitted.**

2- Games: In the event facilities are used for games, it will require 2-3 site monitors present, provided by North Caldwell Board of Education. If monitors are unavailable, the event will be canceled.

3- If monitor or coach is different than the person specified on the schedule, **no entry will be permitted.**

The School Business Administrator shall have sole authority to determine the number of monitors necessary. The district reserves the right to require additional monitors for any event. All spaces, regardless of rental fees, may require cleaning fees or special fees depending on the expenditure of time from district personnel in readying or cleaning the space.

Penalties: A minimum of $125.00 penalty will be assessed for facilities being left in a condition that requires additional custodial care. This is in addition to overtime charged at $85.00 per hour or $170.00 per hour on a Sunday.

All fees can be imposed by the Board of Education at their discretion. All fees must be paid prior to use and no refunds will be given.

Each user shall present evidence of the purchase of organizational liability insurance to the limit as prescribed by district regulations each time facilities use forms are submitted to the district. The district is not responsible to search for overlapping, valid annual insurance coverage from year to year for each organization. Each user shall inspect any facility or school grounds to be used prior to such use and shall notify a district representative of any existing safety or dangerous conditions. In the event such conditions exist, the district may cancel or modify the user's access to the school facility until such conditions are addressed. Users shall be financially liable for damage to the facilities and for proper chaperonage as required by the school district administration.

C. Application Process and Procedure

Any organization that seeks to use the Board's facilities must provide the Board Secretary/Business Administrator with a completed application and fees, together with all supporting documents, no later than forty-five (45) days prior to the use sought. Incomplete applications will not be considered. Schedule changes will require forty-eight (48) business hours' notice and will only be made if facility schedule permits._ Applications are available in the Board Business Office in the Gould Building or on the district website (www.ncboe.org) under Board of Education – Facility Use Request.

The application must be signed by an adult representative of the requesting organization who will be considered by the Board to be the agent of the organization and name of person responsible for use(s).

The school district shall provide a copy of Policy and Regulation 2431.4 – Prevention and Treatment of sports-Related Concussions and Head Injuries to all youth sports team organizations that operate on school grounds or in school facilities. In accordance with the provisions of N.J.S.A. 18A:40-41.5, the school district shall not be liable for the injury or death of a person due to the action or inaction of persons employed by, or under contract with, a youth sports team organization that uses school facilities or operates on school grounds if the youth sports team organization provides the school district proof of an insurance policy in the amount of not less than $50,000 per person, per occurrence; insuring the youth sports team organization against liability for any bodily injury suffered by a person. The youth sports team organization must also provide a statement of compliance with the school district's Policy and Regulation 2431.4 – Prevention and Treatment of Sports-Related Concussions and Head Injuries.

For the purpose of this Policy, a "youth sports team organization" means one or more sports teams organized pursuant to a nonprofit or which are member teams in a league organized by or affiliated with North Caldwell municipal recreation department and sole benefit of North Caldwell Children (501(c)(3) required).

Completed applications will be submitted to the Board at the first meeting following their submission provided they are received before the meeting deadline (which is three (3) business days prior to meeting date). The Board will make every effort to provide a timely response to each application. Notice will be provided by the Business Office following the Board's decision.

The supporting documentation required for each facilities use application shall include:

(1) An Indemnification/Hold Harmless Agreement signed by an officer of the organization authorized to fully bind the organization. The signature of the authorized officer must be notarized.

(2) Documentation identifying individuals authorized by the Secretary of State to accept service of process and notices on behalf of the organization and an address for such service.

(3) Certificate of Insurance evidencing commercial liability and naming the Board of Education as an additional insured and such insurance shall be with a reputable insurance carrier with at least an "A" rating and financial size VII from the A.M. Best Company authorized to do business in the State of New Jersey and acceptable to the NCBOE and have the minimum amounts set forth below:

$1,000,000 per occurrence
$2,000,000 in the aggregate



(4) A copy of the responsible party's government issued photo identification (ex: driver's license).

(5) Statement of compliance with district policy 2431.4, Prevention and Treatment of Sports Related concussions and Head Injuries.

(6) 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.

D. Standards for Approval, Denial or Withdrawal

1. The School Board Secretary will review each application and check the school calendar to determine whether the facility requested is available at the date and time requested that is, the facility has not been scheduled:

   a. For use in the instructional or co-curricular program,

   b. For maintenance, repair, or capital improvement, or

   c. For use by another organization.

2. If the facility is not available for use, the school board secretary will so inform the representative of the organization and may suggest alternative dates, times or facilities.

3. If an application is granted, the Board Office will issue a numbered permit that identifies the organization granted approval and the date(s) and time(s) that the facilities use is permitted. At least one member of the organization granted facility use must have the original or a copy of the permit with them at the time of each use or will not be permitted access to the facilities. North Caldwell Borough will be required to provide badges and lanyards for their coaches, camp counselors or any other individuals working under a permit issued to a program through the town's recreation department. Due to school security concerns, anyone without a lanyard and ID card will not be permitted access to facility and no refunds will be given.

4. Standards for approval include the following limitations on use:

   School facilities are available for use only during the hours of 3:15 p.m. and 10:00 p.m. School facilities are not available for use during the school day.

a. The use of school facilities will generally not be granted for observances or celebrations that are essentially private in nature or for meetings of small groups that can convene in private homes.

b. In accordance with Policy No. 7510, the use of school facilities will not be granted for the advantage of any commercial or profit-making organization, or any purpose that is prohibited by law.

5. The Business Administrator/Superintendent will determine the classification (1, 2, 3, 4, 5, 6 and 7) of the applicant organization and the fees and costs, if any, to be charged for the use of the facility. That information will be entered on the application form.

6. In the event of a conflict between requesting organizations within the same class, the request received earlier by the district will be honored first.

7. The application form will include the rules governing the use of school facilities, and the representative's signature on the application will signify notice of those rules and the organization's agreement to be bound by those rules.

8. The Board reserves the right to deny any application for facilities for good and sufficient reasons at its sole discretion. The Board may also withdraw its approval of an application for facilities use at any time at its sole discretion. Any organization's failure to adhere to the requirements, conditions and Rules and Regulations for Use of Facilities of the Board may result in the Board's withdrawal of its approval and/or cancellation of an event. Any organization that does not properly maintain the facilities, supervise the individuals involved in the activities and provide a safe and secure environment may have its approval withdrawn and future use of facilities may be denied.

E. Rules and Regulations for Use of Facilities of the Board of Education of North Caldwell

1. Possession of alcoholic beverages anywhere on school grounds is a violation of New Jersey Code of Criminal Justice 2C:33-16. Therefore, the possession of alcoholic beverages on school grounds is strictly forbidden.

2. All litter must be removed prior to leaving the area of the school facilities used (including fields). Facilities must be left in broom clean condition.

3. The user must obtain the Business Administrator's/Superintendent's permission to bring equipment, decorations or materials to be 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. Any damage will be billed to user.

4. 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 (24) 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.

5. The sponsor of any event using school facilities is responsible for controlling participants and ensuring the safety and security of all involved and the maintenance of the facilities. None of the doors should be "propped" open for any reason. All doors are to remain closed and locked and opened only by the door monitor.

6. Lighting equipment, ventilation systems and thermostatic controls may be operated only by an employee of the district.

7. Consuming food or beverages in the gymnasium is prohibited except where permission is given in advance by the Board.

8. No animal shall be allowed on school premises without the approval of the Superintendent.

9. No signs, posters, advertisements, or other displays may be placed in the school building without the approval of the Superintendent.

10. The custodian is responsible for examining the facility immediately after the use and informing the user of any loss or damage that must be corrected.

11. 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, computers and office equipment.

12. No vehicles of any type shall be operated in any area that is not designed for such vehicles.

13. Event participants for an indoor event are required to remain inside the facility being used.



14. Employees are considered designees in charge of the building in which they work. Verbal or any other form of abuse of any Board of Education employee is the same as abuse of any school official or authority and will be treated accordingly.

15. The Board of Education reserves the right to assign a Board of Education employee to any event, the cost of which will be borne by the event sponsor.

16. The Board of Education reserves the right to close its fields or other facilities at its sole discretion. On weekdays, the Director of Buildings and Grounds will decide whether to close the fields, and on weekends, the chairperson of the Board's Buildings and Grounds Committee, or their designee, will make that decision and notify the appropriate representative of the organization intending to use the fields.

17. An individual representing the organization that has been granted facilities use must have a copy of the Facilities Use Permit issued by the Board in their possession at the time of the event and must show it to any representative or employee of the Board upon request, and must have the lanyard for recreation.

18. Failure to abide by these rules may result in additional charges for costs of excess clean up and/or repair and/or the Board's withdrawal of existing approvals for use of school facilities.

19. The North Caldwell Board of Education prioritizes the safety of students, staff, and guests. Therefore, the District reserves the right to cancel any scheduled event due to weather-related issues or building-relation concerns if, in its sole determination, such cancellation is deemed necessary to protect the best interests and safety of all involved.

F. **Facility Uses 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 insuring 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. If the custodian is directed by the Superintendent to perform extra services as an accommodation to the user, the user will be charged an additional fee and the custodian will be compensated accordingly by the district.

b. 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.

c. Board members and school officials are entitled to full and free access to any part of the school premises during any use. No user may exclude a Board Member or school official from a school facility for any reason.

All organizations granted approval under this policy are strictly responsible for abiding by the Rules and Regulations for Facilities Use attached to the policy and the maintenance of the facilities and the safety and security of all participants in its activities. The use of alcohol, illegal drugs or tobacco on school property is strictly prohibited.

N.J.S.A. 18A:20-20; 18A:20-34
Approved: July 20, 2010
Revised: February 15, 2011
Revised: March 27, 2012
Revised: June 16, 2016
Revised: October 15, 2019
Revised: April 28, 2021
Revised July 16, 2025

Permit Number_____

North Caldwell Board of Education
Facilities Use Application

Organization: _____ Facility Requested: _____

Address: _____ Date/s Requested: _____

Person in Charge: _____ _____

Phone Residence: _____ Times Requested: _____

Business: _____ (include set up & clean up)

Cellular: _____ Est. Attendance: _____

Event/Use Description:_____

Special Setup Request:_____

Is the applicant incorporated? Yes___ No ___ If yes, is applicant a 501(c)(3) non-profit? Yes___ No ___

Name, address, and telephone of Supervisor(s) or person(s) responsible for all activities on requested dates.

_____

_____

Check a box that describes your group:

( ) Class 1 (NCEA, BOE Committees, NC PTO, NC Foundation)
( ) Class 2 (NC Recreation Dept, other Municipal Dept)
( ) Class 3 (NCBOE Employee for benefit of North Caldwell Children)
( ) Class 4 (Private or non-profit club or team benefiting children of North Caldwell-501(c)(3) req.)
( ) Class 5 Other (specify) _____
( ) Class 6 (Camp programs for the sole benefit of NC children)
( ) Class 7 (Local News Media hosting candidate's night)

Answer the following:

1) Will applicant charge admission or a participation fee?
Yes____ No _____ If yes, specify costs _____ per person/per hour (circle one)

2) Will food be served? Yes____ No ____ If yes, custodian needed for clean up? (fees apply)_____

I have read the attached conditions, fee schedule, and policy (7510) for use and understand that the Board of Education reserves the right to change the facility/room assignment and to withdraw the privilege of using the premises if conditions for use are not observed or are abused. All applicants must provide the following- ***(1)*** *Certificate of Incorporation (if any);* ***(2)*** *Proof of non-profit/501(c)(3) status;* ***(3)*** *Certificate of Insurance naming North Caldwell Board of Education as an additional insured with minimum limit of $1 million per occurrence and $2 million aggregate;* ***(4)*** *Signed hold harmless indemnification agreement;* ***(5)*** *Permit fee payable to North Caldwell Board of Education.* ***The Board of Education will consider applications at its next regularly scheduled meeting following submission of the <u>completed</u> application. Incomplete applications will <u>not</u> be considered.***

Requestors' signature: _____ Date: _____

Print Name_____ Title _____

DO NOT WRITE BELOW THIS LINE - OFFICIAL USE ONLY

( ) Approved
( ) Denied By: _____ Date: _____

NORTH CALDWELL BOARD OF EDUCATION HOLD HARMLESS AND INDEMNIFICATION AGREEMENT – PANDEMIC ADDENDUM

This Agreement is made on this _____ day of _____, 20___, by and between the North Caldwell Board of Education ("NCBOE") and _____ _____("Organization").

WHEREAS, the Organization desires to use the facilities of the NCBOE and has applied to do so, and

WHEREAS, the NCBOE requires that any organization granted the opportunity to use NCBOE facilities agree to hold harmless and indemnify NCBOE for any liabilities that may arise from the organization's use of NCBOE facilities including but not limited to the pandemic.

NOW THEREFORE, in exchange for the mutual consideration set forth in this Agreement, the parties intending to be duly bound agree as follows:

1. Licensee acknowledges that a novel viral infection has resulted in a pandemic throughout the United States, and hereby agrees to ensure that its members, agents, contractors, servants, employees, volunteers and invitees comply with and follow the most recent guidance and protocols issued by the Centers for Disease Control and Prevention (CDC) and the State of New Jersey prior to and during the use of the facility. Licensee agrees to immediately notify the licensor if any of its members, agents, contractors, servants, or employees who are anticipated to be present in the facility or have been present during Licensee's use of the facility are known to have tested positive for or been exposed to coronavirus, or any other epidemic, and further agrees to indemnify and hold harmless the Licensor, its respective members, agents, contractors, servants, or employees 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 alleged exposure or infection of coronavirus or any other epidemic as a result of any acts or omissions of the Licensee, its members, agents, contractors, servants, employees, volunteers, licensees or invitees as it relates to Licensee's use of the facility.

2. Organization acknowledges that a novel viral infection has resulted in a pandemic throughout the United States, and hereby agrees to ensure that its members, agents, contractors, servants, employees, volunteers and invitees comply with and follow the most recent guidance, protocols, Executive Orders, laws, regulations and board of education policies and recommendations issued by the Centers for Disease Control and Prevention (CDC), the State of New Jersey or the NCBOE prior to and during the use of the facility. Organization agrees to immediately notify the NCBOE if any of its members, agents, contractors, servants, or employees who are anticipated to be present in the facility or have been present during Organization's use of the facility are known to have tested positive for or been exposed to coronavirus, or any other epidemic, and further agrees to indemnify and hold harmless the NCBOE, its respective members, agents, contractors, servants, or employees harmless from and against any and all claims, losses, damages, injuring and expenses, including reasonable attorney's fees, arising out of, resulting from or incurred in connection with any alleged exposure or infection of coronavirus or any other epidemic as a result of any acts or omissions of the Organization, its members, agents, contractors, servants, employees, volunteers, licensees or invitees as it relates to Organization's use of the facility.

3. This Agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses, including attorneys' fees and insurance deductibles, incurred as a result of any claims caused by or related to the Organization's use of NCBOE's facilities.

4. The undersigned acknowledges and agrees that he/she has read the "Use of School Facilities Policy" (the "Policy") and the "Rules and Regulations for Use of Facilities of the NCBOE" ("Rules and Regulations") and agrees on behalf of the Organization to abide by the Policy and the Rules and Regulations.

North Caldwell Board of Education **Organization Name:**_____

By: _____
Business Administrator

By: _____

Print Name: _____

Title: _____