

Lisbon School District

**15 Newent Road
Lisbon, CT 06351**

1330/4330

Community Relations/Staff Relations

Use of School Facilities

Since school buildings and grounds are public property, the Board of Education may make them available for purposes other than education when they are not in use for school purposes. In addition, the Board of Education may limit access to the school buildings by staff and community members in order to ensure safety of school staff and to protect the town's property. Access shall be limited by the use of a security system that will notify school administration and state police of unauthorized entrance to the building.

The Board of Education may grant the use of school facilities for activities of an educational, cultural, civic, or other non-commercial uses consistent with the public interest when such use does not interfere with the school program or school sponsored activities as permitted under law. The use of school facilities for school purposes has precedence over all other uses. Persons on school property must abide by the District's conduct rules at all times.

The Boy Scouts of America, Big Sisters of America, Boys and Girls Clubs of America, Future Farmers of America, Girl Scouts of America, Little League Baseball, Inc. and any other group intended to serve youth under the age of 21 listed in Title 36 of the U.S. Code may use school property upon payment of suitable fees and costs according to the Board approved fee schedule.

Consistent with this policy the superintendent or designee may approve and schedule the use of school facilities by an individual or group and shall develop guidelines for community use of the schools. The Lisbon Board of Education reserves the right to require any group using the facilities to hire security at no cost to the Board if it becomes evident that the terms of the Use of Facilities policy are not being adhered to.

The school Principal or his agent (including custodian on duty) may require any group to leave the premises immediately if it is found that any of the previous conditions have not been met. It is further stated that the sole purpose for establishing any rules and regulations pertinent to the use of school facilities is to ensure their proper maintenance and preservation for their optimum use as essentially education instruments.

General Policy

1. The use of school property by community groups is encouraged where it does not, in any way, affect the education program of the school.
2. Request for the use of school property by non-staff members during regular operating hours must be made to the Superintendent of Schools in writing by using the Use of Facilities Application (Attachment A). The Superintendent or designee shall have the right to approve or disapprove each request. In the case of disapproval, an appeal may be made to the Board of Education.
3. Access to school property outside of regular operating hours of 7am 10 pm Monday through

Lisbon Board of Education

Friday, 8am-4pm Saturday shall be granted by school administration on a case by case basis.

4. Staff wishing to use facilities outside of the normal school day shall submit a Use of Facilities Staff Form to the Principal.

Restrictions

1. Vendors and peddlers are prohibited from selling their wares on or adjacent to the school grounds without approval.
2. No animals are permitted on campus except for trained service dogs for the handicapped, unless prior approval is obtained from school administration.
3. The use of alcohol, drugs, or cigarettes (including e-cigarettes) is strictly prohibited on the Lisbon School building and grounds. This is a zero tolerance policy and law enforcement will be contacted if these items are found to be in use.

Application Procedure

1. Applications are available at the school office. They must be completed and signed by the person in charge of the group. A copy will be given to the applicant. At the time of application the Contractual Conditions (Attachment B) and Excerpts from Policy 5141.25 (Attachment C) must be read and agreed to by the applicant.
2. The applicant will be held responsible for problems or payments when the facilities are used.

Legal Reference: Connecticut General Statutes

10-239 Use of School Facilities for other purposes.
PA 97-290 An Act Enhancing Educational Choices and Opportunities
Equal Access Act, 20 U.S.C. ss 4071-4074
Good News Club v. Milford Central School, Sup.Ct., 6-11-01
Section 8525, ESEA as amended by the Every Student Succeeds Act

Policy Adopted : 11/15/04-Lisbon Board of Education

Revised 09/18/06

02/04/09

Policy Amended: 10/17/11

03/19/18

01/27/2020- Lisbon Board of Education

Attachment A: Application
Attachment B: Contractual Conditions for Use of School Facilities
Attachment C: Excerpts of policy 5141.25
Attachment D: Procedure for Use of Facilities
Attachment E: Notification of Approval Letter

ATTACHMENT A
LISBON PUBLIC SCHOOLS
15 Newent Road Lisbon, CT 06351

APPLICATION FOR USE OF SCHOOL FACILITIES

1. Name of organization/business requesting use:

Nature of organization/business:

2. Name of person acting on behalf of the organization/business:

Mailing Address: _____ City/Town: _____

State: _____ Zip: _____ Email: _____

Phone: (W): _____ (H): _____ (C): _____

3. Representative who will assume site responsibility during activity:

4. Facility Requested:

Cafeteria	
Gymnasium	
Classrooms	

Date	Day of Week	Time In	Time Out

5. Special Need(S): Note: Groups are responsible for their own supplies and equipment:

OVER

6. Describe activity to be conducted:

7. Approx. number of **participants**: _____ 8. Approx. number spectators: _____

9. Please attach list of participants with addresses

Number of Lisbon participants: _____

Non Lisbon participants: _____

10. Is there an admission charge or entry fee to activity?

11. Where do proceeds go?

12. Describe any sales of food or merchandise and where proceeds will go:

I have read the Lisbon School District contractual conditions for use of school facilities and agree to all terms. Signature of the applicant certifies an agreement that the organization will pay fees prior to the event; abide by the contractual conditions as provided to the applicant at the time of application and pay to repair all damage incurred. Events cancelled with less than 24 hours' notice are subject to a billing of two hours for custodial fees plus and any other expenses incurred by the district. Failure to provide a roster may result in denial of use of facilities or incurred fees.

Signature of Applicant

Date

Signature for Approval

Date

FOR OFFICE USE ONLY

LIST OF PARTICIPANTS PROVIDED	YES	NO	N/A
BILLING REQUIRED	YES	NO	N/A
BUSINESS MANAGER NOTIFIED	YES	NO	N/A
CUSTODIAL STAFF NOTIFIED	YES	NO	N/A

ATTACHMENTB

LISBON PUBLIC

SCHOOLS

Contractual Conditions for Use of School Facilities

General

1. The use of school facilities for school purposes, meeting of students, entertainment by teachers' clubs, alumni associations, parent-teacher organizations and other organizations affiliated with the school have precedence over all others.
2. Requests for school facilities for school programs must be cleared with the building principal or the Superintendent or designee.
3. Failure to comply with all approved Board of Education policies will result in forfeiture of school use.
4. The Board will cooperate with recognized agencies, such as the Red Cross and Civil Defense, and will make suitable facilities available without charge during community emergency or to prepare for civil defense.
5. The Board of Education reserves the right to accept or reject an activity and, to waive any or all fees that are included on the fee schedule; or, to cancel and/or revise a previously approved request.
6. There is no nursing care available after 3:00p.m. In the event of a medical emergency please call 911.

Scheduling

1. Completed use of facilities applications (Attachment A) are to be submitted to the Use of Facilities Coordinator. Requests will be scheduled on a space available basis.
2. All groups who are accorded the use of school facilities must do so with the full understanding that such agreement may be canceled at any time by the school administration if it becomes necessary to use facilities for school activities. This provision applies regardless of length of time of pre-scheduling. Advance warning of cancellations will be given at the earliest possible time.
3. The Lisbon Board of Education reserves the right to cancel the planned event and use due to inclement weather, natural disaster or uncontrollable Act of God, if in its judgment, circumstances do not permit the safe attendance at, or travel to, the requested school facilities. In the event of a cancellation every effort will be made to reschedule the reservation. However, previously scheduled events will have first priority.
4. All activities must be scheduled between 8 a.m. and 10 p.m. Unless specifically approved by exception, there is no building use on Sundays, holidays, vacations, early dismissal, or school cancellations. Each organization is responsible for contacting participants when weather conditions warrant cancellation.
5. In the event a request for use of a facility is for a public performance, that particular group and/or person may be required to show documentation of references for minimum of the past three performances.
6. Approvals may be canceled by school administration or Board of Education if the terms of the contractual agreement are violated in any manner.

Use of Facilities

1. Groups receiving permission are restricted to the dates and hours approved and to the building area and facilities specified unless requested changes are approved by the Board of Education or designee. Groups may not reassign approved space to other groups. Groups not subject to fees who do not show will jeopardize future use. Groups may not park in designated fire lanes.
2. The following activities are prohibited:
 - Activities which are unlawful in nature.
 - Any purpose in conflict with the mission or goals of the school district.
 - Commercial advertising
 - Fund raising campaigns except as permitted by Board of Education policy or by special action of the Board of Education. (option: "except as permitted by the Superintendent.")
 - Any activity which may be injurious to the buildings, grounds or equipment of the schools.
 - The use of alcoholic beverages, tobacco products and or drugs
3. The user agrees to comply with Lisbon School Policy #5141.25 -Students with Special Health Care Needs (Attachment C -Policy Excerpts) when bringing food or drink into the building.
4. Users of the gymnasium are to wear sneakers or other rubber sole/heel footwear; no cleats are to be worn in the gymnasiums and only appropriate indoor equipment is to be used.
5. School administration or agents (including custodian on duty) may require groups to leave the premises immediately if any of the terms of agreement have not been complied with.
6. Lisbon Central School equipment may be used only with permission from the athletic director or school administration.

User Responsibilities

- I. The user (person signing use of facilities agreement) is responsible for reviewing the proposed activity with local agencies, such as police and fire departments, to verify any requirement for additional personnel as may be required.
2. All activities must be under competent adult supervision. The group using the facilities will be responsible for any damage to the building or equipment.
3. Groups receiving permission are responsible for determining and observing local and state fire and safety regulations at all times.
4. Hold Harmless -The user agrees to forever and finally release, indemnify, discharge and/or hold harmless the Lisbon Board of Education, the Town of Lisbon, and any officers, agents, employees, and representatives acting on their behalf, from any and all liability, claims, or constitution, federal and state laws and the common law, for any damages or legal action brought against the user, his/her organization and/or representatives of that organization, while conducting their activity on school property.
5. Full restoration of the equipment, reimbursement for damage or loss, replacement for destruction and provisions for adequate supervision are the responsibility of the organization/business.
6. The user will maintain full responsibility for the appropriate conduct of all members of the group and for providing supervision deemed adequate to the situation. All areas of use must be supervised by competent adults.

7. Groups that use outdoor facilities must bag garbage and clean areas. Groups must provide own bags.

Fees

1. The following users shall not be charged a rental fee or custodial fee during the hours of 3:30 p.m. to 10:00 p.m. on regularly scheduled school days:

- Educational programs
- Student activities
- Administrative, faculty or staff activities (includes PTO)
- Town government meetings

However, the Board of Education reserves the right to charge the above groups standard custodial and other applicable fees when additional staffing or significant extra cleaning is required.

2. The rental fees for out of town non-contracted, non-profit groups will be collected monthly and will be set by the Board of Education (out of town refers to groups with less than 60% Lisbon residents as participants):

Gymnasium:	\$40.00/hour
Cafeteria:	\$40.00/hour
Classrooms:	\$20.00/hour
Custodial fee	\$28.00/hour (weekend)

The Board will approve and periodically review a fee schedule for use of facilities.

3. In situations where there is no cost factor to the district, or in situations where a mutual exchange of facilities is possible between the school district and the organization, fees may be modified or eliminated with the approval of the Board of Education.
4. Individuals or organizations permitted use of school facilities shall pay a rental fee in accordance with the Lisbon Public Schools fee schedule and be responsible for any cost for custodial, cafeteria, police, or additional help, which is required. Use of kitchen facility requires at least one cafeteria staff member be present (additional cost).
5. The Lisbon Recreation Committee must provide the Board of Education with a roster of participants for each event. For ongoing events with different participants, weekly rosters will need to be provided at the conclusion of the event. A fee of \$2.00 per use will be charged for each non-resident's utilization of the facility for all events that do not meet the 60% requirement. Fees must be collected by the Lisbon Recreation Committee.
6. Insurance — When a fee is charged, or in cases of public entertainment, which are not town functions, the user may, at the discretion of the Board of Education, be required to present a certificate of proof of liability insurance coverage for the dates and times to be used in the amount of \$1,000,000.00 naming the Town of Lisbon as an additional insured.
7. Security Deposit — The user may be required to present a security deposit in the amount of \$1,000.00 or a determined portion thereof. Upon completion of use, security deposits shall be returned in full, if there are no damages. If there are damages, the security deposit shall be used to offset the actual cost of repairs. All security deposits, when required, shall be in cash or by bank or certified check.

ATTACHMENT C

Excerpts of Policy #5141.25- Students with Special Health Care Needs

Managing Life-Threatening Food Allergies in the School

The focus of a District Wide Food Allergy Management Plan shall be prevention, education, awareness, communication, and emergency response. The management plan shall strike a balance between the health, social normalcy and safety needs of the individual student with life-threatening food allergies and the education, health and safety of all students. Food allergy is an exaggerated response by the immune system to a food that the body mistakenly identifies as being harmful. Students with life-threatening food allergies are at risk for anaphylaxis, a severe reaction that can lead to death in a matter of minutes requiring immediate emergency medical treatment. At present time, there is no cure for food allergy and avoidance is the only way to prevent an allergic reaction. It is recognized however that the school district cannot guarantee the elimination of allergens from the school environment. In order to provide a safe learning environment for students with life-threatening food allergies, the Lisbon Central School Board of Education establishes the following administrative regulations:

School Responsibilities

The District and its school personnel shall not be responsible for determining food allergens and/or those foods or ingredients in foods that are safe to consume for a student with an identified food allergy. For all life-threatening food allergens relative to identified students in the school, the Board of Education will make every attempt to:

1. Designate allergen-free zones as determined by the Food Allergy Team, to decrease exposure to allergens, such as the student's desk in the classroom, and allergy free table(s) in the lunchroom or cafeteria. This may also include designating certain classrooms as "allergen free", specific to the allergy present within that classroom. There shall be clear signage to indicate these areas.
2. Provide signage throughout the school to promote awareness of life threatening allergies.
3. Establish effective sanitation and cleaning measures, such as cleaning of lunch table and classroom surfaces with disposable paper towel/cleaning cloths and cleaning products known to effectively remove allergens.

ATTACHMENT D

Procedure for Use of Facilities Request

- 1) Any person wishing to use the school will make a request to the Use of Facilities coordinator.
- 2) An application will be submitted to the Use of Facilities scheduler with a list of participant's names and residing town at the time of application. If participants are unknown at time of application, it is the responsibility of the applicant to provide a roster as soon as possible. If no roster is provided prior to the event, applicant may be denied use of facilities or incur fees post event. The applicant will agree to the Contractual Conditions and the guidelines set forth in Policy 5141.25.
- 3) The Coordinator or designee will check the roster for required 60% Lisbon participation.
- 4) If the requirements are met, the request will be granted by the Coordinator who shall make appropriate scheduling arrangements.
- 5) If the requirements are not met:
 - The person making the request will:
 - I) Be given the fee schedule:
 - \$40.00 per hour for cafeteria and gymnasium use
 - \$20.00 per hour for classroom use
 - \$28.00 per hour for custodial services if on the weekend
 - *A minimum of 2 hours of rental and custodial services will be charged*
 - The Use of Facilities Scheduler will:
 - I) Notify the Business Manager and the Director of Buildings and Grounds of billing requirements and staffing needs with the following:
 - Name
 - Address & Phone Number
 - Dates and Times of School
 - use Location of activity
 - 2) Confirm with applicant and make scheduling arrangements
 - The Business Manager will:
 - I) Prepare an invoice and notify user that payment is due prior to the use of facilities.
- 6) In situations where there is no cost factor to the district, or in situations where a mutual exchange of facilities is possible between the school district and the organization, fees may be modified or eliminated with the approval of the Board of Education.

Use of Facilities Coordinator: Principal

Use of Facilities Scheduler: Secretary to the Principal

3/5/2009, 1/27/2020