

7510. USE OF SCHOOL FACILITIES

It is the intention of the High Bridge Board of Education to achieve maximum use of our school. To do this we are faced with the problem of how to provide the taxpayers of our town with as much access to these facilities as is available, while still maintaining sufficient control to keep up the building and grounds with a minimum of extra cost as close as possible to the standards of which we are so proud. The Rules and Regulations following are meant to provide a current basis only. They may be changed from time to time. The final decision in all cases will be made by the Board of Education.

1. Applications shall be secured from the Board office, or from the district’s website.
2. Applicants must be “bona fide” residents of the Borough of High Bridge.
3. Application procedures:

a. Applications must be completed and returned to the Board Office ten (10) days before a Board meeting.

b. Current Certificate of Insurance must be submitted with the application.

c. The group representative will need to sign a hold harmless agreement. The group representative signing the “hold harmless agreement” must be “duly authorized”. Therefore certification by the sponsoring organization attesting to the fact that the signature is duly authorized or was approved at a duly convened meeting of the organization must be included with the “hold harmless agreement”.

d. A statement must also be attached stating the purpose of the event or program and how it will be conducted.

e. The Business Administrator will examine application and all required attachments before application is presented to Board for review and approval. If Superintendent/Business Administrator determines that the application is in need of correction or that attachments are insufficient or missing, then the entire paperwork will be returned to the applicant. The applicant will need to make the proper changes to application and resubmit it to the Board office as soon as possible in order to avoid postponement of Board approval.
4. A roster of participants including names, addresses, phone numbers and ages, must be submitted to Board office no later than ten (10) days after the first event.
5. No activity may exceed the known maximum capacity of any specific room or area.
6. Any changes to the above paperwork after Board approval should be forwarded to the Board Office as soon as possible.
7. Initial applications must be processed by the Board of Education.
8. The Business Administrator/Board Secretary is empowered to keep a file on applicants. Repeat applications require annual review and approval by the Board.
9. An application for use will be required to show whether for a single or series requirements and must be reapplied for after each termination.
10. Paid admission to any function must be cleared by the Board and should only be to defray expenses, for a general charitable or non-profit purpose, or for a specific charitable or non-profit purpose.
11. All usage and/or equipment will be confined to the areas described in the application. Infractions of this regulation will be considered sufficient reason to refuse subsequent requests.
12. Persons using the school facilities will leave the premises, building and equipment in as good condition as when they commenced their use, normal wear and tear excepted. A bond may be required for this purpose.
13. When the custodian and/or cafeteria staff are not on regular duty, or if special services are needed for any reason, they are to be paid by the applicant at 1 1/2 times their hourly rate; this shall include time for set up and clean up. The applicant will be billed directly after the event for their use of the school building. During the period of winter and spring break usage will be prohibited.
14. Outside organizations using the facilities must provide a Certificate of Insurance with coverage written on the “Combined Single Limit for Bodily Injury and Property Damage Basis”, with limits as follows:

Liability
\$1,000,000 Per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$100,000 Fire Damage Liability
\$5,000 Medical Payments
Auto Liability (If applicable)
\$1,000,000 Each Accident
Employers Liability Coverage (If applicable)
\$100,000 Each Accident
\$100,000 Each Employee for Injury or Disease
\$500,000 Aggregate for Injury or Disease
All certificates must include the High Bridge Board of Education as the additional insured.

The Board at their discretion could request lower/higher limits of liability insurance and/or security measures, especially for larger events.

The school’s insurance does not extend to cover the liability of individuals or organizations using the school premises. Any claim arising from the negligence of any person or group using the school property is their own responsibility, and they shall agree to hold harmless and indemnify the school from all liability pertaining to or arising from such use.

A. Indemnification

The use shall defend, indemnify and hold harmless the School District against any and all claims, damages, loss and expenses, including any and all legal expenses incurred, arising out of or resulting from the performance of the contract. The user’s failure to procure and/or maintain any required insurance coverage and/or the failure of the user’s insurance carrier to provide insurance coverage shall not relieve the user of its indemnification obligations.

B. User’s Insurance

The user shall procure and maintain in force Workers’ Compensation Insurance, Employer’s Liability Insurance, Comprehensive or Commercial General Liability Insurance on an occurrence basis. The user's failure to procure and/or maintain any required insurance coverage and/or the failure of user's insurance carrier to provide insurance coverage shall not relieve the user of its indemnification obligations.

C. "Additional Insured" Status

The School District shall be named as an “Additional Insured” on the user’s general liability and umbrella insurance policies or an appropriate endorsement there to. The Additional Insured coverage will not be limited. Coverage for the Additional Insured shall be as broad as the Named Insured. The Additional Insured coverage will be primary the user’s Umbrella policy will be primary coverage.

D. Cancellation Notice

The user should endorse their General Liability and Umbrella policies to state that the School District will be notified at least 30 days in advance of cancellation.

15. No one shall be permitted inside any part of the school building unless some person directly connected to the school is present. Persons who are directly connected have a key to open the building. This key must not be loaned.

16. The school grounds are not to be used as parking areas per se nor for any racing or unlawful activity. Vehicles powered by a motor, but not licensed, are never permitted.

17. A deposit may be required for uses where charges are to be incurred. The charges will be deducted from the deposit and any excess returned. Likewise, any shortages will be billed.

18. Any exception to the rules as written must be cleared with the school administrator.

19. Permission to use the school building will be rescinded by the Board of Education if compliance with rules is not satisfactory.

20. Use by religious groups for instruction or worship may be permitted by the Board provided that:

A significant number of members are bona fide residents of High Bridge, and

The use is temporary and they can demonstrate efforts to establish or restore a permanent facility for their group.

21. Each year the Board will establish an hourly charge applicable per group which will reimburse the school for all out-of-pocket expenses attributable to the use, including: Janitorial services, heat, electric, etc. Fees must be paid in advance. This fee may be waived for municipal government events and child/education groups such as the Scouts.

22. A group having an insufficient number of chaperones, when minors are involved, shall not be approved.

23. The Superintendent may cancel any use if it conflicts with the use for school purposes.

24. In the event schools are closed for any reason (inclement weather, mechanical breakdown, etc.) all events will be canceled.

25. Expressly forbidden in all school facilities is: gambling, fireworks, gum chewing, smoking, consumption of alcoholic beverages, serving of meals or refreshments other than those listed in the letter of application, and storage rights prior to or after the day of usage.

26. The Board of Education reserves the right to change or abrogate any and all of the above regulations.

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 similar charter or which are member teams in a league organized by or affiliated with a county or municipal recreation department.

The Superintendent shall develop regulations for the use of school facilities; such regulations shall be distributed to every user of the facilities and every applicant for the use of school facilities. Permission to use school facilities shall be granted only to persons and organizations that agree to the terms of Policy and Regulation 7510, the requirements as outlined in the use of school facilities application, and in accordance with the terms outlined in the approval granted by the school district.

Rental Fees: Please see Regulation

N.J.S.A. 18A:20-20; 18A:20-34

Date Adopted: 16 September1996

Revised: 22 August 2005; 27 August 2007; 10 January 2011; March2015

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