SEIFERT PERFORMING ARTS CENTER FACILITY USE POLICY

The School Board subscribes to the notion that the public schools are owned and operated by and for its patrons and that the schools become an integral part of the community in terms of its intellectual and social expression and development. To this end the board encourages the public use of school facilities.

Authorization for use of school facilities shall not be considered as endorsement of or approval of the activity, group, or organization nor the purposes they represent.

**School sponsored activities shall always have first priority.**

**Permitted Use of School Buildings and Grounds:**

Activities that are locally sponsored and are:

1. Beneficial to the programs of the Salem Schools
2. Beneficial to the Youth of the community
3. Beneficial to the recreational programs of the Town of Salem Recreation Department
4. Beneficial to the governing bodies of the Town of Salem
5. Beneficial to the literary, cultural, civic organizations of the community, and,
6. the use does not increase the tax burden on the citizens of Salem

**Eligibility of Organizations:**

Realizing the heavy demands for the use of the Seifert Performing Arts Center, the school district has five categories of eligibility, listed here from highest to lowest in order of priority.

1. School sponsored organizations financially supported by the district.
2. School related organizations with a school employee as an advisor.
3. Community and Municipal Organizations divided into the following sub-categories:
   a. Community organizations that serve students.
   b. Community organizations that are sponsored by the recreation departments.
   c. Community Organizations that serve all citizens.
   d. Other local and state municipal organizations.
4. Private organizations within the community.
5. Organizations outside of Salem.

*Within each of the five categories above, each organization must be classified as either profit or non-profit. Non-profit organizations must submit confirmation of non-profit status as part of their application.*

**Procedures for Application for Use of the Seifert Performing Arts Center by Non-School Group:**

All use of the performing arts center for non-school purposes shall be requested via the electronic request system. The Director of Performing Arts, or a designee, shall act on each request by approval, denial, or referral. All requests must be submitted at least twenty (20) days prior to the event. The Director of Performing Arts shall maintain an accurate up-to-date calendar of facility use, which is coordinated with the school district’s electronic booking calendar.

Bookings will be open beginning August 1 of each year with a limitation of booking events out no later than June of that school year. July and August bookings can be made between January and June of that school year.

Adopted 10/9/18
If a local organization's request is one with regularly occurring dates, approval may be given for the entire schedule. If a conflict occurs with a school activity, the district reserves the right to cancel and work with the organization to reschedule.

Application must be made by a competent adult who has the authority to sign the written agreement and is responsible to the organization seeking permission to use school facilities.

Applications for Permitted Activities Sponsored by Local Businesses and Residents:

1. Salem residents and/or businesses will be given priority consideration for the use of school buildings and grounds not covered within Section 1 of this policy (Permitted Use of School Buildings and Grounds).

2. When more than one Salem resident or business is competing for the same time and/or facility, the matter will be handled on a first come basis.

Responsibility of the Applicant

1. The applicant and the organization shall be held responsible for the proper use of the facility, for the conduct of the persons attending and shall see to it that the activities are confined to the areas requested and the hours agreed on the application - OR - in the event that property loss or damage is incurred during such use or occupancy of district facilities, the amount of damage shall be decided by the Superintendent of Schools and a bill for damages will be presented to the group using or occupying the facilities during the time the loss or damage was sustained.

2. The school district, through the appropriate school administrator, will employ at the sponsoring organization’s expense, a competent adult supervisor. This supervisor will be responsible for all decisions related to the use and care of the facility, including the supervision of the on-duty custodial staff. The amount of supervision required for each event will be determined by the school district officials at the time the authorization is issued. This billable fee is in addition to any custodial or rental fees.

3. In consideration for allowing the rental of the Seifert Performing Arts Center and in full recognition of the school board's fiduciary responsibility to protect school property and assets, all applicants for use of district facilities agree at all times to indemnify and hold harmless the school district, its school board officers and employees, to the fullest extent permitted by law, from any and all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of the use of these rental premises and all school facilities, by the applicant, its officers, employees, agents, representatives, contractors, customers, guests, and invitees. Applicants are solely responsible for all applicable copyrights and permissible uses.

4. Users of school facilities must assume responsibility for the safety and protection of the participants, audience, and workers. As evidence of its financial ability to indemnify the School District during the term of this agreement, the applicant shall obtain and pay premiums for commercial general liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of this rental; such policy to provide the limits of liability insurance as stated in regulation KF – R1. A Certificate of Insurance naming the school district as an Additional Insured shall be provided. The form that is provided must be acceptable to the Salem School District and it must be completed and presented in a timely manner.

Adopted 10/9/18
5. Any and all use of the district facilities shall be totally free from controversial purposes of a disruptive nature. Should an objection be lodged against a specific use of district facilities by any group, such objection is to be made in writing to the Superintendent of Schools and bear the signature of the individual and/or group of individuals lodging the complaint. At such time as a valid complaint is lodged, the following shall apply:

Use of the facilities by the applicant shall be suspended temporarily to afford the Superintendent of Schools sufficient time to meet with all concerned parties for the purposes of hearing both sides of the issue. The applicant shall be duly notified in time to contact the members of the group regarding the temporary suspension of use and the pending hearing.

Within five (5) days of temporary suspension the Superintendent and the applicant shall convene at a specified time and location so the Superintendent may determine the validity or non-validity of the complaint. Should the Superintendent of schools be unable to resolve the differences, the board shall be the deciding authority, and the board's decision shall be final. A written copy of the decision may be obtained by any and all members of either the complainant group or the applicant group by request.

6. No request will be honored until the application/request is submitted in full and the security fee is returned and approved by the Director of Performing Arts and District Business Office.

Religious Organization:

Should a religious organization wish to use the Seifert Performing Arts Center for a not-for-profit activity other than instructional and/or religious nature, it will be treated as any other organization. The use of the facilities by a religious group for instructional and/or religious purposes may be restricted to temporary and emergency basis, and the group should show definite effort and timely progress in obtaining its own facilities. At no time may any group disseminate to students, post on walls, nor leave in the school, religious-oriented materials.

Time Limits:

During a school day, permission for use of the Seifert Performing Arts Center may not be granted until 3:30 p.m. and may not extend beyond 12:00 a.m. except by exception of the high school principal or the Superintendent of Schools. Time limits for holiday, weekend, and school vacation dates will be determined by the high school principal, Performing Arts Director, or designee. At different dates throughout the year, the performing arts center may not be available.

Permission to enter the facility may be granted ten (10) minutes prior to 3:30 p.m., or other start time, and all facilities must be cleared within thirty (30) minutes of the closing time indicated on the application.

Change of Requested Time:

Any changes or exceptions to the time requested and time limit must be received fourteen (14) days before the event and communicated with the Director of Performing Arts.
Cancellation:

Request for cancellation must be received at least seventy-two (72) hours in advance of the agreed upon starting time. Failure to cancel shall obligate the applicant to pay the custodial service fee and any other expenses incurred.

Cancellation of permission to use the Seifert Performing Arts Center may be ordered by the Superintendent of Schools and/or the Salem School Board whenever such action is deemed in the best interest of the school district. As much notice as possible will be granted. (Reminder: Postponement of school events may cause sudden change in use of facilities.)

Inclement Weather:

The Salem School District has the right to cancel any event for any organization based on inclement weather or unforeseen circumstances beyond its control. If the facility is unavailable due to inclement weather or other unforeseen circumstances, the person in charge of the event (applicant/requester) will postpone the event and will be given an opportunity to reschedule. In the event the facility is unavailable on a holiday or weekend the auditorium technician will notify the renter.

Charges:

Charges for use of the Seifert Performing Arts Center shall be set by the School Board and are subject to revision at any time. A special rate will be set for profit making ventures that do not meet the criteria of direct benefit to the youth of the community. Please refer to the Rental Fees Agreement.

Use without charges:

As long as they do not conflict with regular school sessions or scheduled school events, school affiliated, community youth groups and community youth serving groups may use the Seifert Performing Arts Center without charge, except:

- they must pay the fees for custodial and supervisory services
- they must remit a security deposit upon approval of their request
- they must pay for damage or misuse of school property
- fund raising activities must pay the rental charge unless exempted by the appeal procedure.

Custodial Care:

If deemed necessary by the building principal, Director of Performing Arts, or the Superintendent of Schools, any organization, including Salem non-profit youth organizations, using school facilities must agree to the assignment and payment of custodial personnel for continuous duty during the time stated on the application. This requirement includes the time needed to set up prior to the event as well as the time needed to clean up after the event. The rate shall be established by the School Board.

The custodian will open the area at the appropriate time set for a session, arrange the facility as requested, and following the session, will clean, properly arrange the facility, and carefully inspect the premises before locking the facility.

The number of custodians required for the event will be based on the size of the event, rooms used, and furniture set up, as determined by the custodian supervisor or the Superintendent.

Only those areas requested on the application are to be opened and available.

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At certain times and with certain conditions no charge will be made for custodial/supervisory service. These times are limited to occasions when the personnel are present and the area in use is limited and does not interfere with the regular work schedule. The principal shall make this determination.

**Supervisor:**

A supervisor will be assigned for the purpose of providing answers to questions, access to telephones, general security for the building and/or grounds, and to ensure that the facility is used properly and as intended at the expense of the organization. Fees aligned with supervisory responsibilities are outlined in the facilities fees document.

**Policemen:**

As deemed necessary by the Superintendent of Schools or designee, uniformed officers must be on duty. If officers are deemed necessary, the minimum number shall be indicated on the application form. All associated costs will be paid by the applicant. Arrangements for the officer(s) will be coordinated between school district officials and the Salem Police Department.

The minimum necessary number of officers shall be indicated on the application and school officials will notify the Police Department.

The arrangements for the presence of officer(s) and payment for services must be arranged by the Salem Police Department at the renter’s request.

**Drinking and Smoking:**

The school district prohibits the use of alcoholic beverages on school property. Food and non-alcoholic beverages may not be served unless specified on the permit and only outside of the auditorium.

In acknowledgment of the school district's strictly maintained policy against the sale, possession, use, abuse, or consumption of alcohol or of controlled drugs, the applicant agrees to vigorously enforce said policy during the use of the school facilities and school premises by the applicant, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.

In accordance with school board policy and in compliance with NH RSA 126-K: 7, the use of any tobacco product in any of Salem’s schools or on the grounds of any of Salem’s educational facilities is **strictly prohibited.**

**Apparatus/Equipment/Alterations:**

Requests to use any school district equipment or utility services must be indicated on the application. All such property of the school district shall be handled by designated school personnel (Performing Arts Center Operating Technician and/or the Director of Performing Arts).

There will be a fee charged for the preparation, operation, and return of such equipment.

Classroom equipment regularly used for school instruction is not available for use by non-school groups.

Alterations of school buildings and equipment such as lighting, hanging decorations, is prohibited.

Adopted 10/9/18
Cafeteria and Refreshments:

The use of the Seifert Performing Arts Center is independent from the use of the cafeteria. Use of the cafeteria may be granted with or without use of kitchen facilities and will be approved through the high school office.

Use of kitchen facilities require the presence of and a charge for designated food service personnel. The kitchen area must remain under the direct control of the cafeteria manager because of rigid sanitation requirements.

Parking:

Parking lots are the designated place for leaving vehicles. Illegal parking will result in vehicles towed at owner's expense.

Ticket Booth:

All concession and ticket booth rights at all school facilities are reserved for the Salem School District. They may be assigned to school organizations by the building administrator. The use of outside vendors must be approved by the Superintendent of Schools. The lobby concession stand doubles as a ticket booth. Priority will be given to performing arts events when there is a conflict with an athletic event.

Special Requests and Exceptions:

Special requests for extended or unusual use of facilities, or shall be referred by the building administrator to the Superintendent of Schools for review and action.

Appeal:

Decisions made by a building administrator are subject to an appeal to the Superintendent of Schools and, if not resolved, to the Salem School Board.

Seifert Performing Arts Center Fee Alignments:

The rental of the facility includes the auditorium and the stage only. Any additional spaces will be with permission and accompanying fees. Below are other items that have fees aligned with their use.

Facility Use Fees:

- 50% of the fees for the rental of space and equipment shall be paid as a deposit
- Auditorium Stage
- Orchestra Pit and Cover
- Dressing Rooms
- Ticket Booth/Concession Stand
- Rehearsal
- Fly Space and Rigging
- Hanging Backdrops
Equipment Use Fees:

- Control Room and Boards
- Auditorium Sound System
- Auditorium Lighting System
- Baby Grand Piano
- Lighting
- Projector and Projector Screen
- PA System
- Microphones and Stands
- Follow Spotlights
- Music Performance Chairs/Folding Chairs
- Music Stands
- Conductor’s Podium
- Speaking Podium

Please note that use of computers, printers, extension cords, and other electrical equipment unrelated to the Seifert Performing Arts Center are not available for use.

Personnel Fees:

- Custodial Fee
- Supervisor or Event Manager (case-by-case basis)
- Lighting Technician
- Sound Technician
- Performing Arts Center Operating Technician

NON-DISTRICT AND NON-SCHOOL SPONSORED USE OF SCHOOL FACILITIES

Organizations scheduled to use or rent the Seifert Performing Arts Center must provide evidence to the Salem School District that they carry insurance of at least $500,000/$1,000,000 bodily injury and $500,000 property damage. Damages that occur due to vandalism or negligence and brought to the attention of school administrators may result in cancellation of the rental agreement.

1. Each renter is to be provided a copy of this regulation.
2. School officials must see evidence of such coverage and attach a copy of the certificate of insurance to the rental agreement at the time of application.

Any organization using the Seifert Performing Arts Center must provide a non-refundable security deposit of 50% of the total cost for the rental space and equipment, which must be paid by the applicant at the time the application is approved by the district. BILLING for the remaining rental fees, custodial and supervisory fees, and other expenses from the rental agreement must be sent to the applicant within FIVE (5) days of the completion of the rental. Payment of these services will be expected within THIRTY (30) business days of the billing date. All financial accounts must be settled before an organization can book their next event.
USE OF CUSTODIANS AND SUPERVISORS FOR SEIFERT PERFORMING ARTS CENTER

The Salem School District requires the use of school personnel as supervisors. The organization will incur costs associated with the hiring of a supervisor/event manager. Also, the policy requires the hiring of a custodian(s) when the Seifert Performing Arts Center is used outside the regular school/work schedule of employees. The supervisor will notify the Director of Performing Arts, or designee, of problems related to an event. The Director, Salem High School Principal, and the Superintendent of Schools are authorized to cancel the balance of an event if concerns warrant such a response.

The purpose of such policy is to provide clean-up for certain events and to ensure the proper use of the facilities. A supervisor is required for events that involve students or the use of specialized facilities as directed by the policy and the only need is for supervision and security.

If a custodian is assigned, there are expectations that other clean-up work can be done during the hours on duty. It is the intent of the district that an individual employed at the rate of time and one-half will be assigned work to be done during the time on duty. Custodians are assigned only when there is no other work shift taking place within the building or if the event requires special attention. The expectations of the district are such that one custodian should be able to manage the security of the Seifert Performing Arts Center even though two events are taking place at the same time. Custodial assignment will be dependent on the size of event, rooms needed, and furniture required to be set up and taken down.

Neither the supervisor nor the custodian are responsible to discipline those using the facility, nor are they employed to take care of injuries. They are expected to be friendly, courteous, and cooperative. Should there be disruptive behavior, attempts to access unassigned areas, or injury, the supervisor or, in the absence of a supervisor, the custodian, shall advise those responsible for the event; and failing to receive a satisfactory resolution, either the supervisor or the custodian shall call police for disruptive behavior and telephone the fire department for injuries.

Adopted 10/9/18