

**HAWORTH BOARD OF EDUCATION
205 VALLEY ROAD
HAWORTH, NEW JERSEY 07641
201.384.5526: FAX 201.384.6962**

Date: _____

All applications must be submitted to the school office at least thirty (30) days prior to requested use.

The organization or individual applying for the use of the _____ Public School District's facilities shall be referred to as the "Licensee."

The _____ Board of Education shall be referred to as the "Licensor."

The Licensee hereby makes application for the use of:

<u>School</u>	<u>Faculty</u>	<u>Date</u>	<u>Time</u>
			<i>from</i> <i>to</i>
_____	_____	_____	_____ am _____ pm
_____	_____	_____	_____ pm _____ pm
_____	_____	_____	_____ am _____ pm
_____	_____	_____	_____ pm _____ pm
_____	_____	_____	_____ am _____ pm
_____	_____	_____	_____ pm _____ pm

(If additional space is required, attach list)

Additional Services requested:

- | | |
|---|---|
| Special Lighting (other than house lights) <input type="checkbox"/> | Will there be an audience? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Audio System <input type="checkbox"/> | <input type="checkbox"/> |
| Microphone <input type="checkbox"/> | If yes, estimated number _____ |
| Projector Screen <input type="checkbox"/> | |
| _____ Tables <input type="checkbox"/> | Will an admission be charged? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| _____ Chairs <input type="checkbox"/> | If yes, for what purposes will funds be used? |
| Moving of Piano <input type="checkbox"/> | |
| Tuning of Piano <input type="checkbox"/> | |

Purpose of Use: _____

If this application is granted to Licensee, _____
(name of organization or group)

Licensee agrees to:

1. Assume all liability for and agrees to indemnify and hold the Licensor, its respective members, agents, contractors, servants, employees, volunteers, licensees or invitees, 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 acts or omissions of the Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees related to its use of the Licensor's facilities, including but not limited to, the Licensee's use of any portable equipment. In the event that an action or proceeding is brought against the Licensor by reason of any such claim, the Licensee, upon notice from the Licensor, covenants to resist or defend, at Licensee's expense such action or proceeding by counsel reasonably satisfactory to the Licensor.

2. Assume full responsibility for Bodily Injury and Property Damage incurred as a result of the acts or omissions of the Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees. The Licensee must present an insurance certificate guaranteeing proper liability coverage of at least a Combined Single Limit of \$1,000,000 per occurrence/\$2,000,000 aggregate insuring the Licensee against any liability for bodily injury and property damage. The Licensor shall be named as an additional insured on such insurance policy. The Licensee must also include an additional insured endorsement via a CG 20100704 or equivalent. A copy of the necessary insurance policy must be presented to the Licensor, upon request, prior to the Licensee's use of the facilities.

3. Assume responsibility for preserving orders in said school during its use of the facilities, for all fees in connection with the Licensee's use of the facilities, including when necessary, custodial fees.
4. Observe and adhere to all of the Licensor's rules and regulations governing the use of the Licensor's facilities as set forth in the Licensor's policies and regulations. The foregoing policies and regulations are as much a part of this application and agreement as if they were attached hereto. Additional copies of said policies and regulations may be obtained at the Licensor's Business Office. Any violation of these terms and conditions may result in the immediate expulsion of the Licensee from the Licensor's facilities.
5. If school is closed due to inclement weather, Licensee's event/function shall be cancelled.
6. If the Licensee is a "youth sports team organization," as that term is defined by N.J.S.A. 18A:40-41.5(b), the Licensee shall provide the Licensor with a statement of compliance with the Licensor's Policy No. 2431.4 "Concussion Testing and Return-to-Play" for the management of concussions and other head injuries. As defined in N.J.S.A. 18A:40-41.5(b) 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.
7. If the Licensee is a "youth sports team organization," the Licensee shall provide the Licensor with a copy of their accident insurance policy or certificate of insurance, guaranteeing proper accident coverage for the participants.
8. 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.
9. The Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees hereby acknowledge that the requirements of N.J.S.A. 18A:40-41a-c concerning automated extended defibrillators apply to school-sponsored athletic events or team practices in which students of the district participate.
10. Pursuant to N.J.S.A. 18A:40-41.5, the Licensor shall not be liable for the injury or death of a person due to the action or inaction of the Licensee or any of the Licensee's members, agents, contractors, servants, employees, volunteers, licensees, or invitees.
11. All charges for the use of school facilities will be paid within thirty (30) days after the Licensee's use of the facilities has concluded.
12. Any requested changes or modifications in this application and agreement for the use of facilities must be made in writing by the Licensee and approved by the Licensor at least three (3) days in advance of the date scheduled for the use of facilities.
13. _____ I have read and hereby represent that the Licensee shall comply with any and all of the Licensor's rules, regulations, and policies.
14. _____ The Licensee has provided the aforementioned required certificates of insurance to the Licensor.

Print Name of Licensee: _____

Organization will be billed for facility use which will include cost for custodial coverage.

Signature of Licensee

Position with Organization Named Above

Home Address

Telephone Number

Date

School Principal's Approval

Date

Business Office Approval

Date

HAWORTH PUBLIC SCHOOL

ADDITIONAL RULES & REGULATIONS GOVERNING USE OF BUILDING & GROUNDS

Applications for use of the buildings or grounds must be presented to the Business Office on this form. If a fee is charged, payment must be made in full by check payable to the Haworth Board of Education prior to the use of school facilities.

- If different facilities are required for any date, a separate application must be submitted for that date. If dates are cancelled or changed, the Business Office must be notified no less than five days in advance.
- All requests for the use of school facilities shall be in compliance with Haworth Board of Education policies and regulations.
- Use or possession of alcoholic beverages on school property is prohibited.
- Smoking is not permitted anywhere within the building.
- This permit does not allow the use of any supplies, apparatus, tools or rooms not specified on the application.
- Accidents or incidents must be reported in writing to the Board Secretary by the person supervising the activity on the next school day following the incident/accident.
- The custodian on duty shall be in complete charge of school facilities.
- School functions/activities take priority over all others.
- A 10:00 PM curfew will apply on all activities unless otherwise specifically granted by the Board of Education.
- Meeting with more than 100 people in attendance may require police and fire protection. It is the responsibility of the requesting organization to make the necessary arrangements with the police or fire departments. All groups must abide by fire drill procedures and adhere to all fire department regulations.
- Permission will not be given to any organization or group whose members are under 21 years of age unless there will be present at least one sponsoring Haworth resident adult (over 21 years of age). The number of adult chaperones should be adequate to supervise the activities or function.

If this application is granted, the signatory, on behalf of the organization, which he/she represents, agrees to leave the room in a clean and tidy condition, and to assume full liability for any loss or damage to property. The organization accepts full responsibility for the preservation of order in the building and full responsibility for the proper observance of the regulations stipulated on this form.

FEES

A \$500.00 deposit is required and will be applied to any outstanding bills. Please also attach your annual Application Fee in the amount of \$65.00. Custodial Fee, if applicable, is \$30.00 per hour on weekends with four-hour minimum. *****There will be additional charges for any extra custodial services required on weeknights.***** Please make check payable to *Haworth Board of Education*.

REQUIREMENTS: All items must be furnished to the Business Office prior to any activities taking place:

- 1) Insurance Certificate 2) Hold Harmless Agreement 3) Signed Application for Use of Facility

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INSURANCE CERTIFICATE REQUIREMENTS

A certificate of insurance must indicate the following: Minimum protection limits of \$1,000,000 each occurrence, \$1,000,000 aggregate bodily injury liability and \$25,000 property damage liability.

HOLD HARMLESS AGREEMENT

The _____, (hereinafter referred to as "Licensee") does hereby agree to indemnify and hold the Board and its agents, servants, employees, students, guests, licensees and invitees harmless from any and all claims that may arise from Licensee's acts or omissions (or those of its employees, agents or servants) in connection with the use of the Building Facilities and Equipment as set forth in this Agreement. In particular, Licensee agrees to release, indemnify and hold the Board and its agents, servants, employees, students, guests, licensees and invitees harmless against any and all claims, losses, damages and expenses (including reasonable attorney's fees) arising out of, resulting from or incurred in connection with Licensee's use of the Building Facilities and Equipment as set forth in this Agreement. Any indemnity defense or hold harmless provided herein shall not extend to any claims arising from (a) the negligence or willful misconduct of the Board or its agents, servants, employees, students, guests, licensees or invitees or (b) structural or premises-related defects of the Building Facilities or Equipment.

**STATEMENT OF COMPLIANCE WITH
HAWORTH BOARD OF EDUCATION'S POLICY #5141.8
(Sports-Related Head Injury – Concussion)**

I, _____, on behalf of

(hereinafter referred to as "Licensee"), hereby certify to the following:

1. The Haworth Board of Education (hereinafter referred to as the "Licensor") and the Licensee are parties to a Use of Public School Facilities Agreement (hereinafter referred to as the "Agreement") entered into on this date of _____, for the purpose of permitting the Licensee to utilize the _____ (hereinafter referred to as the "Facilities") for the purpose of _____.

2. In accordance with N.J.S.A. 18A:40-41.5(a)(2), the Licensee has read and hereby agrees to comply with Board Policy No. 5141.8, Sports-Related Head Injury – Concussion, a copy of which is attached and made a part hereof in connection with its use of the Facilities as provided in the Agreement.

LICENSEE'S SIGNATURE:

WITNESS' SIGNATURE:

SPORTS RELATED CONCUSSION AND HEAD INJURY

A concussion is a traumatic brain injury (TBI) caused by a direct or indirect blow to the head or body.

Requirements

- A. A student who participates in interscholastic athletics and who sustains or is suspected of sustaining a concussion or other head injury shall be immediately removed from the competition or practice. Student athlete may not return to play until they obtain medical clearance in compliance with the district return-to-play policy;
- B. All coaches, school nurses, school/team physicians and certified athletic trainers must complete an interscholastic head injury training program;
- C. The athletic head injury training program must include:
 - 1. The recognition of the symptoms of head and neck injuries, concussions, and injuries related to second impact syndrome; and
 - 2. Describe the appropriate time to delay the return to sports competition or practice of a student –athlete who has sustained a head injury or other head injury, but if no additional time is specified for a particular age-group or sport, the student-athlete may return when written medical clearance is given the student-athlete stating that he/she is asymptomatic, and the student-athlete has completed an appropriate graduated individualized return-to-play protocol.
- D. An athletic head injury training program such as the National Federation of State High Schools Association online “Concussion in Sports” training program or a comparable program that meets mandated criteria shall be completed by all assigned staff or others required by the district policy;
- E. Distribution of New Jersey Department of Education, *Concussion and Head Injury Fact Sheet* to every student-athlete who participates in interscholastic sports. The chief school administrator shall ensure that a signed acknowledgement of the receipt of the fact sheet is completed by the student-athlete’s parent/guardian and is kept on file for future reference.
- F. ***All Haworth community sports organizations requesting use of Haworth Public School’s facilities must sign a Statement of Assurance indicating that they will comply with this policy.***

Prevention and Treatment of Sports Related Concussions and Head Injuries

A student-athlete who is suspected of sustaining a sports related concussion or other head injury during competition or practice shall be immediately removed from play and may not return to play that day.

- A. Possible signs (could be observed by coaches, athletic trainer, school/team physician, school nurse):
 - 1. Appears dazed, stunned, or disoriented;
 - 2. Forgets plays, or demonstrates short term memory difficulty;
 - 3. Exhibits difficulties with balance or coordination;
 - 4. Answers questions slowly or inaccurately;
 - 5. Loses consciousness;
- B. Possible symptoms (reported by the student athlete to coaches, athletic trainer, school/team physician, school nurse, parent/guardian):

C. To return to competition and practice the student-athlete must follow the protocol:

1. Immediate removal from competition or practice;
2. School personnel (athletic trainer, school nurse, coach, etc.) should make contact with the student-athletes parent/guardian and inform them of the suspected sports related concussion or head injury;
3. School personnel (athletic trainer, school nurse, coach, etc.) shall provide the approved information/medical checklist to the parent/guardian and physician or other licensed healthcare professional of the student-athlete.
4. Student-athlete must receive written clearance from their physician that student is asymptomatic and may begin the graduated return-to-play protocol. School personnel (athletic trainer, school nurse, coach, etc. may consult with school/team physician after medical clearance is given from student-athletes physician).

Graduated Return to Competition and Practice Protocol

A. After written medical clearance is given stating that the student athlete is asymptomatic, the student-athlete may begin a graduated individualized return-to-play protocol:

- Step 1:** No activity, complete physical and cognitive rest. The objective of this step is recovery;
- Step 2:** Light aerobic exercise, which includes walking, swimming, or stationary cycling, keeping the intensity less than 70% maximum percentage heart rate; no resistance training. The objective of this step is increased heart rate;
- Step 3:** Sport-specific exercise including skating, and/or running; no head impact activities. The objective of this step is to add movement;
- Step 4:** Non-contact training drills (e.g. passing drills). The student-athlete may initiate progressive resistance training;
- Step 5:** Following medical clearance (consultation between school personnel and students athletes physician), participation in normal training activities. The objective of this step is to restore confidence and assess functional skills by the coaching staff;
- Step 6:** Return to play involving normal exertion or game activity.

B. Symptom checklists, baseline testing and balance testing may be utilized;

C. If the student athlete exhibits a re-emergence of any post concussion signs or symptoms once he or she returns-to-play, they will be removed from exertional activities and returned to their school/team physician or primary care physician;

D. If concussion symptoms reoccur during the graduated return-to-play protocol, the student-athlete will return to the previous level of activity that caused no symptoms.

Temporary Accommodations for Student-Athletes with Sports Related Head Injuries

Consideration of the cognitive effects in returning to the classroom is also an important part of the treatment of sports related concussions and head injuries. Mental exertion increases the symptoms from concussions and affects

- A. Take rest breaks as needed;
- B. Spend fewer hours at school;
- C. Be given more time to take tests or complete assignments;
- D. Receive help with schoolwork;
- E. Reduce time spent on the computer, reading, and writing;
- F. Be granted early dismissal from classes to avoid crowded hallways.

Implementation

- A. A training program and policy for the prevention and treatment of sports related concussions and head injuries shall be completed by the school/team physician, coaches, athletic trainer, school nurse, and any other school employee the chief school administrator deems necessary;
- B. The chief school administrator or his or her designee shall monitor that all assigned staff and/or others complete the interscholastic head injury training program such as the National Federation of State High Schools Association's online, "Concussion in Sports" program, which includes:
 - 1. The recognition of the symptoms of head and neck injuries, concussions, and injuries related to second-impact syndrome;
 - 2. The protocol for a return to competition or practice, which may specify an appropriate amount of time to delay the return to sports competition or practice of a student-athlete who has sustained a concussion or other head injury.
- C. The educational fact sheet shall be distributed annually to the parents or guardians of student-athletes. A signed acknowledgement of the receipt of the fact sheet shall be obtained from the student-athlete and his parent or guardian and retained by the school;
- D. Any student who participates in an interscholastic sports program and is suspected of sustaining a concussion or other head injury in competition or practice shall be immediately removed from the sports competition or practice. A student-athlete who is removed from competition or practice shall not participate in further sports activity until he/she is evaluated by a physician or other licensed healthcare provider trained in the evaluation and management of concussions, and receives written clearance from a physician trained in the evaluation and management of concussions to return to completion or practice.

Adopted: July 2011; Revised: March 2014