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# KBF - Parent Involvement in Title I

## **KBF - Parent Involvement in Title I**

The Board endorses the parent involvement goals of Title I and encourages the regular participation by parents/guardians in all aspects of the school system's Title I programs.

For the purpose of this policy, "parents/guardians" includes other family members involved in supervising the child's schooling.

### **District-Level Parent Involvement Policy**

In compliance with federal law, MSAD #35 will work with parents' to develop and distribute a written district-level parent involvement policy.

Annually, parents/guardians will have opportunities to participate in the evaluation of the content and effectiveness of MSAD #35's parent involvement policy and in using the findings of the evaluation to design strategies for more effective parent involvement and to make revisions to the policy.

### **School-Parent Involvement Policy**

As required by law, each school in MSAD #35 that receives Title I funds shall jointly develop with parents/guardians of children served in the program a school parent/guardian involvement policy, including "School-Parent Compact" outlining the manner in which parents, school staff, and students will share the responsibility for improved student academic achievement in meeting State standards. The school policy will be distributed to parents/guardians of children participating in the school's Title I programs.

The "School-Parent Compact" shall:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment enabling children in the Title I program to meet the State's academic achievement standards;
2. Indicate the ways in which parents will be responsible for supporting their children's learning, such as monitoring attendance, completing homework, monitoring television watching, volunteering in the classroom, and participating, as appropriate, in decisions related to their children's education and positive use of extracurricular time; and
3. Address the importance of parent-teacher communication on an ongoing basis, with at a minimum, parent-teacher conferences, frequent reports to parents, and reasonable

access to staff.

### **Parent Involvement Meetings**

Each school receiving Title I funds shall convene an annual meeting, to which all parents/guardians of eligible children shall be invited. This meeting will inform them about the school's participation in Title I and will involve them in the planning, review, and improvement of the school's Title I programs and the parent involvement policy.

In addition to the required annual meeting, at least one other meeting shall be held at various times of the day and/or evenings for parents/guardians of students participating in Title I programs.

These meetings shall be used to provide parents with:

1. Information about programs the school provides under Title I;
2. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency level students are expected to meet;
3. Opportunities to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children; and
4. The opportunity to submit comments to the district level if they are dissatisfied with the school-wide Title I program.

### **Parent Relations**

Parents/guardians of children identified for participation in a Title I program shall receive from the building principal and Title I staff an explanation of the reasons supporting their child's selection, a set of objectives to be addressed, and a description of the services to be provided. Parents will receive regular reports on their child's progress and be provided opportunities to meet with the classroom and Title I teachers. Parents will also receive training, materials, and suggestions as to how they can assist in the education of their children at home.

### **Delegation of Responsibility**

The Superintendent/designee shall be responsible for ensuring that MSAD #35's Title I plan, programs, and parent involvement policies comply with applicable law and regulations and for developing administrative procedures, as needed, to implement this policy.

Legal References: 20 U.S.C. § 6318

Policy Adopted: March 17, 2004

# KCD - Public Gifts/Donations to the Schools

## **KCD - Public Gifts/Donations to the Schools**

The Board may accept, on behalf of MSAD #35, any bequest or gift of money or property valued at more than \$500 for a purpose deemed suitable by the Board in accordance with state law. All gifts shall be accepted in the name of MSAD #35 and become the property of the MSAD #35, but may be designated for use in a particular school or department. The Board will officially acknowledge the gifts at a Board meeting and thank the donors in writing.

Only items of legitimate use in the school program shall be accepted. The Board is under no obligation to replace a gift if it is destroyed, lost, stolen or becomes worn out. Gifts may not be accepted if they involve an excessive cost for maintenance, installation or ultimate disposal. If installation is required, the gift shall be installed under the supervision of MSAD #35 personnel. The Board will notify in writing prospective donors if their gift cannot be accepted.

The Superintendent shall implement any administrative procedures necessary to carry out this policy.

Legal References: 20-A MRSA § 1256 (MSAD)

20-A MRSA § 4005 (ALL)

20-A MRSA § 1705 (CSD)

Policy Adopted: November 8, 2006

# KCE - Receiving Education Foundation Funds

## **KCE - Receiving Education Foundation Funds**

Because demands on the educational system may exceed available public funding, the MSAD #35 Board of Directors recognizes that members of the community are often willing to make voluntary contributions that will provide needed additional funds for the school district. The Board therefore approves and encourages the creation of and supports the work of the Marshwood Education Foundation, an independent educational foundation, to actively raise funds that will enhance educational opportunities for our students.

The Board desires to work cooperatively with the Marshwood Education Foundation in determining the purposes for which funds may be used to meet the changing needs of the district and its students.

The Board supports foundation allocations that serve all district school equitably.

Policy Adopted: February 25, 2009

# KDB - Public's Right To Know/Freedom of Access

## **KDB - Public's Right To Know/Freedom of Access**

The Board recognizes the importance of a well-informed public to the operations of the school unit. The Board will comply with all applicable sections of Maine's Freedom of Access Act.

The Board designates the Superintendent, and to act in the absence of the Superintendent, the Human Resources Director as the Public Access Officer for MSAD #35.

Except as otherwise provided by statute, all Board proceedings shall be open to the public, any person shall be permitted to attend, and any records or minutes of such proceedings that are required by law shall be made promptly and shall be open to public inspection.

Board agendas and minutes, proposed and approved Board policies, annual budget reports, student handbooks and Board member Freedom of Access training documentation/certificates shall be available for immediate inspection and/or copying in the Superintendent's Office. Requests for all other public records shall be made, preferably in writing, to the Superintendent, specifying the records desired for inspection/copying. The Superintendent/designee may request clarification concerning which public record or records are being requested.

The Superintendent/designee shall acknowledge receipt of a request for inspection and/or copying of public records within five working days of the request.

If the request is denied, the Superintendent/designee shall inform the requestor in writing within five working days of the request and shall state the reason for denial. Otherwise, inspection and/or copying may be scheduled to occur within a reasonable period of time following the request at a time that will not delay or inconvenience the regular activities of the school unit.

The school unit is not required to create a record that does not exist.

## **ELECTRONICALLY STORED PUBLIC RECORDS**

In compliance with the Freedom of Access Act, the school unit will provide access to an electronically stored public record as a printed document or in the medium in which the record is stored, at the requester's option, except that the school unit is not required to provide access to an electronically stored public record as a computer file if the school unit does not have the ability to separate or prevent the disclosure of confidential information contained in or associated with that file. The school unit is not required to provide access to a computer terminal.

## FEES

Except as otherwise provided by law or court order, MSAD #35 may charge fees as follows:

- A. A fee of \$0.10 per page to cover the cost of copying.
- B. A fee of \$25.00 per hour after the first two hours of staff time per request to cover the actual cost of searching for, retrieving, and compiling the requested public record. Compiling the public record includes reviewing and redacting confidential information.
- C. If conversion of a public record into a form susceptible of visual or aural comprehension or into a usable format is necessary, a fee to cover the actual cost of conversion.
- D. A charge for the actual mailing costs to mail a copy of the record.
- E. No fee shall be charged for inspection of public records, unless the record cannot be inspected without being compiled or converted, in which case paragraph B or C applies.

As required by law, the school unit will provide the person making the request an estimate of the time necessary to complete the request and of the total cost and, if the estimated total cost exceeds \$30.00, will inform the requestor before proceeding. If the estimated total cost is greater than \$100.00 or if the requestor has previously failed to pay a fee assessed for access to MSAD #35 records, the requestor may be required to pay all or a portion of the estimated cost prior to the search, retrieval, compiling, conversion and copying of the public record.

The Superintendent is directed to develop and implement such administrative procedures as may be necessary to carry out this policy.

Legal Reference: 1 M.R.S.A. § 401 et seq.

Cross Reference: BEC – Executive Sessions

GBJ – Personnel Records and Files

JRA – Student Educational Records

Policy Adopted: February 12, 2020

Policy Revised: April 26, 2023

# KE - Public Concerns and Complaints

## **Public Concerns and Complaints - KE**

It shall be the policy of the Board of Directors of MSAD #35 to provide ample opportunity for members of the public to access school officials whenever they may have concerns or complaints regarding school operations, school personnel or events.

It is the goal of this policy:

- to create a climate in the schools whereby persons are encouraged to bring concerns and complaints to the attention of school officials for resolution, and
- to explain the responsibilities of school officials in handling complaints. The Board of Directors believes that constructive criticism, when it is motivated by a sincere desire to improve the quality of our educational programs, assists school personnel in performing their responsibilities more effectively.

At the same time, the Board of Directors places trust in its employees and desires to support their actions in such a manner that employees not be subjected to unnecessary, spiteful, or frivolous complaints.

Parents, students, staff and other citizens with complaints or concerns regarding any aspect of MSAD #35 or an employee thereof shall be encouraged to seek a resolution at the lowest possible level. Generally, the first step will be to discuss the matter directly with the employee responsible for the event, operation or action that has created the concern. If this is clearly inappropriate, because of the nature or severity of the complaint, the person initiating the complaint may request a conference with the principal/immediate supervisor to discuss the complaint. The only exceptions are complaints that concern the Board of Directors actions or operations. Such complaints should be addressed to the Board Chair.

If the complaint cannot be resolved at the lowest level, the person initiating the complaint may appeal the decision to the next level (i.e., Supervisor of Buildings, Grounds & Transportation, Principal, Special Education Director, Assistant Superintendent). If the complaint remains unresolved, it may be presented to the Superintendent.

In situations where a complaint involves the action of an employee, if the complaint is submitted to the Superintendent for resolution, the following process shall be followed:

- A meeting shall be scheduled with the Superintendent;

- The complaint will be committed to writing, setting forth the specific facts on which the complaint is based;
- Any documents related to the incident shall be attached to the written complaint;
- A copy of the written complaint shall be provided to the persons against whom the complaint is made; and
- The Superintendent or designee shall promptly investigate the complaint and issue a statement describing the resolution of the issue.

If the complaint remains unresolved at the Superintendent's level, the person making the complaint may request that the matter be heard by the Board of Directors. The Superintendent/Board Chair shall determine whether the complaint shall be placed on the agenda. If the complaint is placed on a Board agenda, the Board of Directors will determine the procedural rules for hearing the complaint. The person making the complaint and the person against whom the complaint is made will be invited to attend the meeting. The Superintendent shall provide the Board members with a copy of the complaint and any supporting documents.

Any such meeting will be held in executive session. Only if the Board of Directors elects to record the meeting will any recording of the meeting be permitted. If a group submits a complaint that is placed on the Board of Directors' agenda, a delegation of no more than two individuals must be designated to represent the group and to present the complaint to the Board of Directors. At all levels of the complaint process, school employees are required to inform the person making the complaint of his/her right to appeal the decision to the next level.

This policy shall not be utilized by employees for matters or grievances relating to any term or condition of their employment. Such matters shall be addressed through appropriate established channels for grievances.

Cross-reference:

BEDB – Agenda Preparation and Dissemination

BEDH - Public Participation Policy

*Policy Adopted: March 1, 2006*

*Policy Revised: August 18, 2021*

*Policy Reviewed: June 28, 2023*

# KF - Community Use of School Facilities

## **KF - COMMUNITY USE OF SCHOOL FACILITIES**

For the purpose of this policy, “school facilities” include buildings and grounds, parking lots, playing fields and fixed equipment.

It is the Board’s desire that the local taxpayers who provide the school should be able to obtain maximum use of the facilities, to the extent consistent with the primary educational function of the school. It is intended that community uses for educational, recreational, social, civic, and philanthropic and like purposes be approved by the administration, in accordance with this policy, the implementing regulations, and a fee schedule approved annually by this Board.

The Superintendent is responsible for developing administrative regulations which provide for: timely applications; uses which do not interfere with educational or extracurricular programs of the public school students; preference to local, not-for-profit organizations; and the acceptance of appropriate responsibility and liability.

The following provisions apply to community use:

- A. A certificate of insurance shall be required as appropriate to the particular use;
- B. No alcoholic beverages may be brought onto school property at any time;
- C. Tobacco is not allowed on school property;
- D. School facilities may not be used for any illegal purposes;
- E. Community adults and children are free to use outdoor grounds and facilities for recreation whenever not otherwise scheduled. However, formal approval of buildings and grounds use will only be granted to recognized organizations and groups;
- F. Any approval of the use of school facilities is to require the signing of a Facility Use Agreement setting forth the conditions of use;
- G. Application for use is to be made through the Principal, with final approval determined by the Superintendent; and
- H. Repeat use may be denied to any group which has not demonstrated appropriate conduct and care.

Facility use may be granted without rental charge, as follows:

- A. MSAD 35 Employees
- B. Eliot or South Berwick Community-Based Organizations for Students

Other groups shall pay rent, in advance, on a multi-increment scale which reflects highest amounts for groups engaging in a profit-making enterprise on school grounds.

The following may be requested of any group:

- A. Reimbursement for incidental expenses (e.g., utilities);
- B. A deposit with the application, refundable after leaving the facility in satisfactory condition;
- C. Reimbursement for property damage and any cleaning and repair costs;
- D. Reimbursement for custodian or other staff costs when necessary to the use of the facility;  
and
- E. Fees for rental of equipment.

*Policy Adopted: September 1, 1967*

*Policy Amended: December 2, 1970, October 2, 1974, June 16, 1976, June 17, 1981, January 21, 1987, July 6, 1988, January 19, 1994, May 21, 1997, September 7, 2005 and January 20, 2010, November 20, 2024*

**KF-E1 MSAD 35 FACILITIES  
USE FORM**

**KF-E1 MSAD 35 FACILITIES USE FORM**

<b>Please Print Neatly</b>	
<b>Organization:</b> _____	<b>Type of Activity:</b> _____
<b>Applicant's Name:</b> _____	<b>Date(s) facility to be used:</b> _____
<b>How many people do you anticipate attending?</b> _____	<b>Times to be used:</b> _____ (include setup and breakdown time)
<b>Day(s) Needed: (circle) M T W Th F Sa Su</b>	<b>Specific Time of Event:</b> _____

Group Type:  MSAD 35  Eliot/South Berwick Student Based Organization  Eliot/South Berwick Not for Profit  
 Other Not for Profit  For Profit Entity **(groups in this row require Event Mgr. and Custodian)**

*\*See rate sheet on the reverse of this page for more details*

Facility Location Requested to be Used:  MHS  MMS  GWS  CES  EES

Facility/Grounds Requested:  Gym  Weight Room/Cardiovascular Room  Athletic Field  Stadium Field (Day)  
 Stadium Field (Night)  Auditorium  Cafeteria  Classroom

Name of person in charge of event: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Liability Insurance Company: \_\_\_\_\_

Insurance Policy/Certificate Number: \_\_\_\_\_

**I understand the contract information on the following pages and will take any responsibility for damages or disarray that may occur and agree to pay all fees within fifteen (15) days of receipt of bill.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date of Request**

\_\_\_\_\_  
**Principal's Signature**

\_\_\_\_\_  
**Date of Approval**

**FOB(s) Number Requested** \_\_\_\_\_ x \$10.00 = \$ \_\_\_\_\_

**Custodial Hours** \_\_\_\_\_ x \$40.00 = \$ \_\_\_\_\_

**Event Manager Hours** \_\_\_\_\_ x \$40.00 = \$ \_\_\_\_\_

**Rental Fee** \$ \_\_\_\_\_

**Total Estimated to be:** \$ \_\_\_\_\_

Actual Fees incurred will be billed to the requestor upon completion of the event, based on actual dates, times and usage. Payment is due within fifteen (15) days of receipt, checks should be made payable to MSAD 35. Late payments will result in a finance charge.

**CONTRACT INFORMATION**

**Insurance:** Administration has the sole right to determine the amount of the insurance coverage required for each event, but **coverage should be no less than \$1,000,000.** Lessees will provide a copy of their certificate of insurance coverage covering the period under contract, naming MSAD #35 as an additional insured. Generally, a certificate of insurance will be required if a fee is charged for public entertainment provided by a producer not affiliated with a local school district or municipal government.

**Damages:** The lessee will be **100% responsible for any damages to the facility and/or equipment.** Any additional cleaning necessary (over and above traditional cleaning costs) will be charged directly to the lessee.

**Security:** Administration has the sole right to determine if security is needed for an event, and the level of security needed for an event. **Security expenses are the responsibility of the lessee.**

**Facilities:** MSAD 35 will do its best to provide clean comfortable facilities for rental. However, should a mechanical, HVAC, plumbing, electrical, networking, Wi-Fi, or other system failure occur during a rental period, the lessee agrees to hold MSAD 35 harmless and the lessee will not be entitled to any compensation. This contract remains in full force regardless of any system failures out of the control of event staff.

**Cancellation of an Event:** MSAD 35 has the sole authority to determine whether the building should be closed for reasons of public safety (including due to inclement weather) and will be held harmless in this situation. Notification to the lessee will be made as soon as possible. Contracts in force for periods during, which the school is closed for reasons of public safety are canceled automatically without penalty to either party. Every effort will be made to reschedule any canceled event to a mutually acceptable date.

**Access to Buildings:** Depending on the nature of the rental, you may (or may not) be granted key card access to the MSAD 35 facility. Key cards cost \$10 per key card. Access will only be available for the dates and times requested. **If you arrive early for your event to setup during a normal school day, you will need to access the building as a visitor and sign in at the main office as your key card will not work.**

**Rental Rates:**

Circle Category	MSAD 35	Eliot/South Berwick Community Based Organization for Students	Eliot/South Berwick Not for Profit	Other Not for Profit	For Profit Entity
Gym (MHS, MMS, GWS)	No charge	No charge	\$50 per day	\$300 per day	Greater of \$800 per day or 10%
Gym (EES, CES)	No charge	No charge	\$25 per day	\$100 per day	\$300 per day
Weight or Cardiovascular Room	No charge	No charge	\$25 per hour	\$50 per hour	\$200 per hour
Athletic Field	No charge	No charge	\$25 per day	\$50 per hour	\$200 per hour
Stadium Field (Day)	No charge	No charge	\$100 per day	\$200 per day	\$400 per day
Stadium Field (Night)	No charge	No charge	\$250 per day	\$400 per day	\$800 per day
Auditorium (event)	No charge	No charge	\$25 per hour	\$50 per hour	Greater of \$800 per day or 10%
Auditorium (Setup / Rehearsals)	No charge	No charge	\$25 per hour	\$50 per hour	\$400 per day
Cafeteria	No charge	No charge	\$25 per hour	\$50 per hour	\$100 per hour
Classroom(s)	No charge	No charge	No charge	\$50 per hour	\$100 per hour
Event Manager	\$40 per hour	\$40 per hour (at Admins Discretion)	\$40 per hour (at Admins Discretion)	\$40 per hour*	\$50 per hour*
Custodian	\$40 per hour	\$40 per hour (at Admins Discretion)	\$40 per hour (at Admins Discretion)	\$40 per hour*	\$50 per hour*

\* Due to these groups being from outside the community or for-profit in nature, an event manager and a custodian are **always** required for any facility use for these groups unless previously agreed upon by Administration.

# KF-R Community Use of School Facilities - Procedures

## **KF-R Community Use of School Facilities Procedures**

All requests for indoor or outdoor facility use or rental shall be addressed to the individual building supervisor in charge of that facility. The Superintendent or his/her designee is authorized to approve and schedule the use of school facilities based on the MSAD 35 Facilities Use Form.

### **Memorial Services**

If requested by the family, use of school facilities for a memorial service for a student or employee may be granted after the event as long as the service takes place in a customary time frame.

### **Prohibited Uses**

Community use of school grounds where crowd control might become a problem shall not be granted, i.e. sporting matches, concerts, private parties, weddings, etc. Car washes are prohibited. Religious ceremonies shall be prohibited.

### **Community Use of School Facilities - Rules and Regulations**

The following are rules and regulations governing the use of MSAD 35 facilities:

1. All requests for the use of school facilities shall be made on the MSAD 35 Facilities Use Form, which is available at all school offices and online. Building administrators are the delegated authority to approve and schedule requests that do not require Board approval.
2. If a school kitchen or kitchen equipment are to be used, it must first be approved by the Food Services Director. A member of the school cafeteria staff is required to use any/all kitchen equipment.
3. All Buildings will be available only up to 9:00 PM daily.
4. Use of tobacco products or alcohol is not permitted in or on MSAD 35 property. All MSAD 35 policies regarding substance use must be adhered to at all times.
5. An adult who signs the application forms assumes all responsibility when multiple buildings are in use for an event.
6. The sponsoring organization assumes all responsibility for care/cleaning of the school property and any damages incurred during the use. A security deposit and/or cleaning fee may be required on a case-by-case basis.
7. Payment for the use of MSAD 35 school facilities will be made to the Superintendent of Schools' office.

8. No person is to participate in athletics unless proper footwear is worn.
9. Food and beverages shall be allowed only in approved areas.
10. All school expectations for conduct will be followed.
11. Electrical equipment must be connected to power sources under the supervision of the custodian.
12. No vehicles shall be parked on school playing fields or lawns.
13. Additional regulations may be added if deemed necessary by the building administrator.
14. If facilities use requires audio, stadium lighting, or electrical equipment, the event will require an MSAD 35 approved events manager and custodian.
15. There may be additional fees for larger events to cover the cost of building supplies.

*Policy Adopted: June 17, 1981*

*Policy Amended: June 6, 1984, January 21, 1987, July 6, 1988, January 19, 1994, September 7, 2005 and January 20, 2010, November 20, 2024*

# KFB - Community Use: Performing Arts Center

## **KFB - Community Use: Performing Arts Center**

### **Statement of Purpose**

The Wesley E. Kennedy Performing Arts Center belongs to the people of Eliot and South Berwick. The MSAD #35 Board of Directors wishes to make this school facility available to the community for educational, cultural, and civic events.

Recognizing that those using and enjoying our facility will be of all ages and will include school aged children and their siblings, and recognizing that our facilities are educational settings, our school facilities may not be used by individuals or groups that advocate illegal activities, that engage in sexually explicit, indecent, or lewd conduct or speech, or that otherwise threaten to be materially and substantively disruptive.

Marshwood High School and its associated programs shall have first priority for use. Second priority for use shall include all other public schools in the district. In addition, the Board wishes to make the Performing Arts Center available to organizations, municipal groups, and individuals within the district that wish to sponsor appropriate civic, cultural, educational, or recreational activities. Activities sponsored by outside groups will not be scheduled if they interfere with the conduct of school programs. However, once any application for facility use has been approved and the rental obligation met, the booking is considered secure.

### **Procedure for Securing Use**

- A. Any individual or group wishing to use the Wesley E. Kennedy Performing Arts Center must complete a Building Use form and submit it to the theater manager at the high school.
- B. The theater manager(s) will give scheduling priority to Marshwood High School programs and those programs benefiting its students. All other individuals or groups will be given scheduling priority as listed under categories of users. All building use forms will be approved by the high school administration before booking is secure.
- C. Building Use forms must be completed at least two weeks in advance of the scheduled event. Advance requests will be honored with consideration given to the school district's annual use and will be granted on a first-come, first-serve basis.
- D. Use of equipment (i.e. projection equipment, audio visual equipment) will be booked through the theater manager(s). Use of equipment is dependent on availability and rental

charges may be applied.

## **Policy**

The Superintendent of Schools, or his/her designee, is the ultimate authority in all matters relating to the rental of facilities.

## **Categories of Use**

1. Marshwood High School, including programs for high school students and resident programs of MHS; Public schools and their school related organizations within the Eliot/South Berwick Communities. (No extra custodial, rental, or technical fees will be charged.)
2. Nonprofit organizations within the towns of Eliot/South Berwick.
3. Nonprofit organizations located outside the towns of Eliot /South Berwick.
4. For-profit organizations.

## **Insurance**

The lessee shall provide a certificate of insurance up to the amount of \$1,000,000.00 covering the period under contract if required by the facilities manager. The insurance shall name the MSAD #35 District as an additional insured. Generally, a certificate of insurance will be required if a fee is charged for public entertainment and the event is not sponsored by a local school organization or town government organization (Eliot/South Berwick).

## **Deposit**

A rental deposit is required for nonprofit and for-profit organizations. The deposit will be 25% of the applicable fee. (See fee schedule.)

## **Damages and Losses**

The lessee is financially responsible for any damage to the facilities. MSAD #35 is not responsible for loss or damage of articles brought to the facility.

## **Custodial Services**

Custodial services are required for all events. The basic service will be to unlock doors, provide necessary equipment, and clean and secure the facility following use. All equipment to be moved must be done under the supervision of the custodian.

## **Theater Technician**

If light and sound is needed beyond the standard package, as stipulated in additional contract information section, a theater technician must be employed. (See fee schedule.)

Theater Manager

Required for audiences of 100 or more. (See fee schedule.)

### **Supervision of Facilities**

The lessee is responsible for supervision of those attending the event. Where required by the school administration or by state/local regulations, police protection must be provided at the lessee's expense.

### **Cancellation of an Event**

The MSAD #35 administration has the sole authority to determine whether the building should be closed for reasons of public safety and will be held harmless in this situation. Notification to the lessee will be made as soon as possible. Contracts in force for periods during which the school is closed for reasons of public safety are cancelled automatically without penalty to either party. Every effort will be made to reschedule any canceled event to a mutually acceptable date.

Any event canceled by the lessee must be done at least 30 days in advance or the 25% deposit will be forfeited.

### **Long-term Use**

Long-term facilities use will be considered to be two or more successive weeks. Long-term rental of facilities will be considered after it is first ascertained that there will be no detriment to existing programs for this use. If space is available without detriment, space may be rented to groups whose activities are most consistent with the other activities taking place in the building. Therefore, service agencies, educational groups, and youth oriented activities would have preference.

Rental fees will be established that cover operating costs of these spaces (i.e. lights, heat, maintenance, insurance). The rental of a classroom by an individual or private school shall be at the rate established by board policy. Individual contracts for the use and duration of the rental agreement should be prepared and presented to the facilities manager prior to the rental time period.

Policy Adopted: October 29, 2003

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### **Additional Contract Information**

## **Insurance**

Insurance coverage is required for each event. Lessees will provide a copy of their certificate of insurance covering the period under contract, naming MSAD #35 as an additional insured for the amount of \$1,000,000.00. Generally a certificate of insurance will be required if a fee is charged for public entertainment provided by a producer not affiliated with a local school district or municipal government.

## **Damages**

The lessee will be responsible for any damages to the facility and/or equipment.

Additional charges: Use of the Performing Arts Center includes the lobby, audience restrooms, concession area, seating, stage, basic stage lights (one setup) and house sound (preset PA with two microphones and stands). Additional equipment, setup, or personal services need to be negotiated in advance with the auditorium manager (see fee schedule).

## **Ushers**

The lessee must provide adult ushers in a ratio of 1 per 100 audience members. Ushers must remain in the auditorium during the performance and intermissions. They will insure that members of the audience behave appropriately and do not abuse the facility or detract from the performance.

## **Security**

The administration has the sole right to determine the level of security required for each event. Security expenses are the responsibility of the lessee.

Fire and Safety: The use of any pyrotechnical stage device or any open flame is prohibited except for those specific events approved by the fire department in advance, i.e. induction ceremonies.

## **Cancellation of an Event**

MSAD #35 administration has the sole authority to determine whether the building should be closed for reasons of public safety and will be held harmless in this situation. Notification to the lessee will be made as soon as possible. Contracts in force for periods during which the school is closed for reasons of public safety are canceled automatically without penalty to either party. Every effort will be made to reschedule any canceled event to a mutually acceptable date. Any event canceled by the lessee must be done at least 30 days in advance or the 25% deposit will be forfeited.

Trained Personnel: Presence of trained personnel is required at the discretion of the building administrator. Fees may be charged (see fee schedule).

## **Rules of Use**

1. The use of controlled substances, alcohol possession or consumption, and use of tobacco products are prohibited on school property.
2. The possession of firearms on school property is prohibited except by authorized security personnel. The use of any weapons as stage props must be approved in advance by the administration.
3. Only authorized technicians will operate the school lighting and sound equipment. The lessee may supply operators but the sound/light booth will not be available without the services of an authorized theater technician.
4. School authorities have access to the Performing Arts Center at all times and may cancel or terminate an event at any time, if, in their opinion, the event represents a danger to the facility or public safety, or if it is considered unacceptable for public performance.
5. School authorities have the right to remove unruly persons.
6. School authorities have the right to enforce all building rules.
7. No sales of any kind are permitted without permission of the administration.
8. The lessee will have access only to those areas of the building, which are under contract.
9. Set construction or painting is permitted only with advance permission and only in approved areas.
10. No nails, screws, or tape may be attached to the walls or floors without advance permission. Spike or gaff tape is the only tape that will be approved for use on the stage floor.
11. No school property may be removed from the Performing Arts Center without advance permission.
12. All sets, props, costumes must be removed from the premises within one day after the last performance under contract. Some storage may be allowed by special permission of the administration. The school accepts no responsibility for articles left on school property by the lessee.
13. Photographing, videotaping, filming, and recording are permitted only by special permission of the administration.
14. FOOD, BEVERAGE AND CHEWING GUM ARE NEVER PERMITTED IN THE PERFORMING ARTS CENTER.
15. The school will not take responsibility for any equipment shipped to the lessee unless prior arrangements are made.

# KFB - Performing Arts Center Application

Performing Arts Center Application  
- KFB is linked as a printable PDF  
below!

-----> [KFB-Performing-Arts-  
Center-Application.pdf](#)

# KFB - Performing Arts Center Application, Requirements and Rate Schedule

Please click the link below for a  
printable PDF version of this  
form/article.

[----->Performing Arts Center  
Application, Requirements and  
Rate Schedule - KFB.pdf](#)

# KFC - Public Conduct on School Property

## **KFC - Public Conduct on School Property**

M.S.A.D. #35's playgrounds, fields, walkways and other outdoor areas are maintained through public funds. In order to provide for use of outdoor areas when school is not in session while keeping such areas in a condition appropriate for school activities, the Board adopts the following rules for public recreational use:

- A. All use of school facilities by groups or organizations must be approved and conducted in accordance with the Board's facilities use policy, KF.
- B. Casual recreational use of school grounds is permitted between sunrise and sundown.
- C. Casual use shall not interfere in any way with school activities or activities scheduled through the Board's facilities use policy.
- D. Children should be supervised by an adult at all times.
- E. Bicycles and vehicles are limited to parking lots and paved roadways.
- F. Only district authorized vehicles and vehicles registered to be driven on the street and driven by a licensed driver may be operated on school property at any time.
- G. No smoking/use of tobacco products is allowed on school property.
- H. No possession, use, sale, or distribution of alcoholic beverages or illegal substances is allowed.
- I. No possession of weapons is allowed.
- J. Only service animals are allowed on school grounds. Please reference policy ACAC Service Animals in Schools for defined service animals and use of service animals in schools and at school-sponsored events.
- K. Litter must be placed in trash barrels.
- L. Equipment is to be used properly.

The Superintendent or building administrator/designee may request the assistance of law enforcement as necessary to deal with persons violating this policy. Local law enforcement authorities will be asked to take notice of persons engaging in illegal or disruptive behavior on school grounds.

Cross Reference:

KI - Visitors to the Schools

Policy Adopted: September 1, 1971

Policy Revised: May 4, 1977, January 19, 1994, July 19, 2013 and April 27, 2022

# KHB - Advertising in the Schools

## **KHB - Advertising in the Schools**

The Board believes that, in general, product advertising and/or endorsement is to be discouraged in the schools. The Board has an obligation to assure that students, who are required by law to attend, are not subjected to commercial messages of any kind without careful analysis of the benefits and risks that pertain in each instance. Since the issue of advertising in the schools can be attended by strong opinions, the Board may seek comments and recommendations from the administration, the professional teaching staff and the community prior to considering any form of advertising in schools, on school grounds or on school buses.

The Board is opposed in principle to accepting any programming, equipment or services that are offered only on the basis of mandatory exposure of students to product advertising. The Board recognizes, however, that in some instances product names, logos or advertising may be acceptable when the programming, equipment or services can be clearly shown to be of significant benefit to the school program.

The Board reserves the right to consider requests for advertising in the schools, on school grounds or on school buses on a case-by-case basis, except that:

A. Brand-specific advertising of food or beverages is prohibited in school buildings and on school grounds except for those meeting the standards for sale or distribution on school grounds in accordance with 20-A MRSA § 6662(2), i.e., those that meet Smart Snacks standards).

B. Consistent with its efforts to promote a tobacco, alcohol, and drug free environment, the Board will not agree to displays of advertising in school buildings, on school grounds, or on school buses for tobacco products (including “vaping” devices and products), alcoholic beverages, drugs (including prescription and over-the-counter medications), performance enhancing substances, or dietary supplements.

Legal Reference: 20-A M.R.S.A. § 6662

Cross Reference: JL -Student Wellness

Policy Adopted: April 27, 2005

Policy Revised: February 12, 2020

# KHB-E1 - Advertising in the Schools Request Form

## KHB-E1 - Advertising in the Schools Request Form

Name of Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

- 1. **Please provide a copy of the advertising content for review.**
- 2. Please describe the advertising proposal including any and all financial arrangements (please be specific).

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- 3. Please specify the location and time frame of advertisements.

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- 4. Please specify principle participants and organizations.

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- 5. Please explain the direct benefit of the advertising proposal to students.

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6. Please list and explain any assistance that might be required from the school or district.

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Request was approved or denied (please circle): Approved or Denied

Signature of Principal after review: \_\_\_\_\_ Date \_\_\_\_\_

CC: Superintendent of Schools

# KHB-E2 - Scoreboard Advertising Agreement

## KHB-E2 - Maine School Administrative District No. 35 Scoreboard Advertising Agreement

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Maine School Administrative District No. 35 (the "District") and \_\_\_\_\_ (the "Advertiser").

Whereas, the District maintains a scoreboard with a digital display ("digital display") at the Marshwood High School gymnasium; and

Whereas, the Advertiser desires to contract for the display of advertising by digital display;

Now, therefore, in consideration of the mutual promises made herein and other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the Parties hereby agree as follows.

1. Advertising and Rates. Advertiser agrees to purchase the following from the District:

Digital Display Advertising, as more fully described and at the rates set forth in Attachment A hereto

2. Approval of Advertising. All advertising and displays by Advertiser under this agreement shall be subject to approval by the District. The District shall not be responsible in any way for the content of any advertisements or displays of the Advertiser under this Agreement.

3. Payments. Payments for advertising under this agreement shall be made to the order of "Maine School Administrative District No. 35" and delivered to the District's mailing address Attn: Ryan Cormier. Payment shall be made upon the execution of this Agreement.

4. Term. The initial term of this Agreement shall be for one (1) year, effective \_\_\_\_\_ through \_\_\_\_\_, with first right of refusal to extend the initial term as provided in Section 5 herein.

5. Renewals. Advertiser shall have the first right of refusal to renew this Agreement for an additional one (1) year term on similar terms and conditions and at rates to be established by the District. Advertiser shall notify the District in writing prior to \_\_\_\_\_ of Advertiser's intent to renew this Agreement.

6. Termination. If either party commits a material breach of the terms of this Agreement and fails to remedy that breach within 30 days of receiving written notice of the breach from the other Party, the non-breaching Party may terminate this Agreement by providing written notice to the breaching Party.

7. Intellectual Property. The Advertiser represents and warrants that any advertising content will not violate or infringe any copyright, trademark, trade name, service mark, or other intellectual property rights of any person or entity.

8. Indemnification. The Advertiser shall indemnify, defend, and hold harmless the District, its officers, employees, and agents from and against any and all claims, actions, demands, losses, damages, and costs, including reasonable attorneys' fees, arising from performance of this Agreement, by the Advertiser, its officers, employees, agents, contractors, and suppliers.

9. Force Majeure. Neither Party will be liable for performance delays or for non-performance due to causes beyond its reasonable control. This force majeure provision shall not apply to payment obligations under this Agreement.

10. Miscellaneous.

The Advertiser may not grant or assign any rights under this Agreement to any other person or entity without the prior written approval of the District.

Nothing in this Agreement shall be construed to create a relationship of agency, partnership, joint venture, or employment between the Parties.

This Agreement shall be interpreted, governed, construed, and enforced in accordance with the laws of the State of Maine, without regard to any of its conflict of laws principles.

This Agreement, including Attachment A, contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or otherwise, between the Parties at the time of execution of this Agreement. This Agreement may only be amended by a written instrument signed by both Parties.

Each Party represents that its signatories to this Agreement are duly authorized by that Party to execute this Agreement and in doing so bind that Party to its terms.

The headings and subheadings of the sections and paragraphs of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants, and conditions of this Agreement in any manner.

If any provision(s) of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, such provision(s) shall be severed and the Parties shall negotiate in good faith to amend this Agreement so as to affect the original intent of the Parties as closely as possible. The remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the full extent permitted by law.

The failure by either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by either Party of a breach be deemed to be a waiver of any subsequent breach. No course of dealing, or any failure to exercise, or any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless such a waiver is in writing and signed by the Party granting the waiver.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

In witness whereof, the Parties have executed this Agreement to be effective as of the date first above written.

**Advertiser:** \_\_\_\_\_ Signed: \_\_\_\_\_

Address: \_\_\_\_\_ Print name: \_\_\_\_\_

Phone: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_

**Maine School Administrative District No. 35** Signed:

\_\_\_\_\_

Address: 180 Depot Road Print name: Ryan Cormier

Eliot, ME 03903. Title: Financial Manager

Phone: (207) 439-2438

Contact: Ryan Cormier

Adopted: February 12, 2020

ATTACHMENT A

MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 35 MARSHWOOD HIGH SCHOOL GYMNASIUM  
SCOREBOARD DIGITAL DISPLAY ADVERTISING

Digital Display Advertising provided by the District under this Agreement shall consist of:

- Logo/text will rotate with other sponsors, facility information and game prompts each time the scoreboard is used for Marshwood High School home events.
- Logo/text for the digital display shall consist of one (1) slide and shall be used for a minimum of a one year period.

The price for digital display advertising shall be \$400, payable on the date the Agreement is executed.

All content for the Digital Display Advertising shall be provided by the Advertiser in accordance with specifications and format provided by the District at least 14 days prior to the display date.

The District shall not be responsible for any costs associated with the production of such content. All content to be displayed is subject to the approval of the District. The display advertising shall not contain any material that is inappropriate for display at a public school, in the sole judgment of the District.

Adopted: February 12, 2020

# KHB-R - Advertising in the Schools Procedures

## **KHB-R - Advertising in the Schools Procedures**

This procedure provides guidelines for submission of the Advertising in the Schools Request Form – KHB-E1 and Scoreboard Advertising Agreement Form – KHB-E2.

1. Complete the Advertising in the Schools Request Form – KHB-E1 and/or Scoreboard Advertising Agreement Form – KHB-E2.
2. Submit the form to the building principal for review and approval/denial.
3. A copy of all approved/denied advertising forms will be submitted to the Superintendent of Schools.
4. Denied advertising proposal requests can be appealed to the Superintendent.

Applicants should be reminded that the School Board has an obligation to assure that students are not subjected to commercial messages of any kind without careful analysis of the benefits and risks that pertain in EACH instance.

Policy adopted: April 27, 2005

Policy revised: February 12, 2020

# KI - Visitors to the Schools

## KI - Visitors to the Schools

The School Board encourages the active interest and involvement of parents and citizens in the public schools. In order to avoid interruption of the instructional program and to promote the safety of students and staff, building principals shall institute administrative procedures concerning visitors to the schools. Such procedures shall be subject to the approval of the Superintendent. It is understood that procedures may vary from school to school due to differing considerations such as the age of the students and building layout and location.

The following general guidelines shall be incorporated in all building-level administrative procedures concerning visitors.

- A. The term “visitor” shall apply to any person on school grounds or in school buildings who is not an employee or student of the school unit.
- B. All visitors shall report to the main office upon arrival at the school.
- C. All visitors who wish to visit classrooms, observe aspects of the instructional program or meet with staff members are expected to schedule such visits in advance. Teachers and other staff may not use instructional time to discuss individual matters with visitors.
- D. Individual School Board members shall follow the same procedures as other visitors, and state whether they are visiting the schools on personal business or in connection with Board duties.
- E. Visitors shall comply with all applicable Board policies and school rules. Visitors who violate these policies/rules and/or disrupt the safe and orderly operation of the school shall be asked to leave the premises.
- F. The building administrator/designee has the authority to refuse entry to school grounds or buildings to persons who do not have legitimate, school-related business and/or who may disrupt the operations of the schools. This may include, but not be limited to, the news media, profit-making businesses, fundraisers and other organizations seeking access to students and/or staff.
- G. School staff shall report unauthorized persons on school grounds or in school buildings to the building administrator/designee. Unauthorized persons shall be directed to leave the premises immediately.
- H. The building administrator/designee may request the assistance of law enforcement as necessary to deal with unauthorized persons or violations of the law by visitors to the schools.

Cross References: BCA – Board Member Code of Ethics

EBCA – Crisis Response Plan

JLIB – Student Dismissal Precautions

JLF – Reporting Child Abuse and Neglect

KLK – Relations with Law Enforcement Agencies

JLCDA – Medical Marijuana in Schools

Policy Adopted: December 17, 2008

# KLG - Relations with Law Enforcement Authorities

## **KLG - Relations with Law Enforcement Authorities**

The School Board recognizes that a cooperative relationship with law enforcement authorities is desirable for the protection of students and staff, maintaining a safe school environment, and safeguarding school property.

School administrators and staff shall have the primary responsibility for maintaining proper order in the schools and for disciplining students for violations of Board policies and school rules. However, the Board authorizes the Superintendent/administration to seek the assistance of law enforcement authorities when they believe there is a substantial threat to the welfare and safety of the schools, students and/or staff. The Superintendent/ administration shall also inform law enforcement authorities when they have reason to suspect that a student or staff member may have violated a local, state or federal law.

The Board strongly discourages law enforcement authorities from using the schools as a venue to arrest and/or interrogate students for activities not related to or affecting the schools. The Superintendent/administration retain the authority to deny law enforcement access to students for non-school-related investigations.

The Board authorizes the Superintendent and administration to work with local law enforcement authorities to develop administrative procedures to guide interactions between the schools and law enforcement. Such procedures should safeguard the rights of students and parents, be consistent with Board policies, and minimize disruptions to the instructional program. These administrative procedures are subject to the approval of the Board.

The Superintendent shall include law enforcement authorities in the development and implementation of the school unit's crisis response plan. The Board also encourages the Superintendent/administration to include law enforcement authorities in the development and/or implementation of instructional programs/activities related to student safety.

Cross References: KLG-R - Relations with Law Enforcement Authorities Administrative Procedure

KLGA - School Resource Officers/Law Enforcement Authorities

KLGA-R School Resource Officers/Law Enforcement Administrative Procedure

EBCA - Crisis Response Plan

JICIA- Weapons, Violence and School Safety

JIH -Questioning and Searches of Students

JRA - Student Records

Policy Adopted: November 17, 2004

Policy Revised: April 28, 2021

# KLG-R - Relations with Law Enforcement Authorities

## Administrative Procedure

### **KLG-R - Relations with Law Enforcement Authorities Administrative Procedure**

The following procedures are intended to guide the involvement of law enforcement authorities in the schools:

A. Law enforcement officials may enter school premises:

1. In the event of an emergency endangering student or staff safety;
2. At the request of school administrators;
3. When there is a warrant to arrest a student that cannot be executed outside of school hours. School administrators are not obligated to make students or school facilities available to law enforcement for non-school related investigations/arrests;
4. In exigent circumstances as authorized by law.
5. Use of facilities per existing memorandum of understanding.

B. School administrators shall attempt to contact the student's parents/guardians prior to allowing law enforcement authorities to interrogate, search or arrest a student at school, except when there are reasonable grounds to believe that a health or safety emergency requires the interrogation, search or arrest to take place without prior notice.

C. Law enforcement authorities are responsible for ensuring that a student is informed of his/her rights prior to an interrogation, search or arrest conducted by law enforcement authorities.

D. A student may be removed from school by law enforcement authorities when there is a court order, an arrest warrant or when a warrantless arrest is authorized by law. School administrators shall attempt to notify the student's parents/guardians as soon as possible of the student's removal from school.

E. School administrators shall release student information to law enforcement authorities only as allowed by the Family Educational Rights and Privacy Act.

Cross Reference: JRA - Student Records

KLGA - Relations with School Resource Officers and Law Enforcement Authorities

KLGA-R - School Resource Officers/Law Enforcement Administrative Procedure - KLGA-R

Policy Adopted: November 17, 2004

Policy Reviewed/Revised: May 12, 2021

# KLGA - Relations with School Resource Officers and Law Enforcement Authorities

## **KLGA - Relations with School Resource Officers and Law Enforcement Authorities**

The Board recognizes that a cooperative relationship with law enforcement authorities is desirable for the protection of students and staff and in maintaining a safe school environment. The Board hereby officially designates the police officers assigned by the **Eliot and South Berwick, ME Police Department** to serve as SROs as the law enforcement unit of the **MSAD #35** schools. The purpose of the SROs is to enforce local, state and federal laws and to assist in maintaining the physical security and safety of **MSAD #35** schools.

In keeping with **MSAD #35**'s mission, the primary roles of the SROs are to:

- A. Provide support and assistance to the school administration and staff to maintain a safe and constructive learning environment;
- B. Enforce local, state and federal laws;
- C. Serve as a resource to administrators and teachers in planning and providing age-appropriate educational programs that foster respect for the law, an understanding of law enforcement, and safe and healthy behaviors;
- D. Serve as a resource to administrators and staff concerning law enforcement and child welfare issues;
- E. Assist individual students and their families in addressing issues related to law enforcement and helping students to have a meaningful school experience; and
- F. Serve as a liaison between the schools and MSAD #35 in addressing issues of concern to both departments; and
- G. Perform other duties referenced in the SROs job description and as assigned by a Memorandum of Understanding.

School administrators and staff have the primary responsibility for maintaining proper order in the schools and for disciplining students for violations of Board policies and school rules. However, the

Superintendent and administrators may seek the assistance of an SRO and/or the **Eliot and South Berwick Police Department** when they believe there is a threat to the welfare and safety of the schools, students and/or staff. The Superintendent and administrators shall also

inform an SRO and/or the **Eliot and South Berwick, ME Police Department** when they have reason to suspect that a student or staff member may have violated a state or federal criminal law.

MAINE SCHOOL MANAGEMENT ASSOCIATION

NEPN/NSBA

Code: KLGA

In general, the Board discourages SROs and other law enforcement authorities from using the schools as a venue to arrest and/or question students for activities not related to or affecting the schools. The Superintendent and administrators retain the authority to deny access to students for non-school-related investigations.

Under this policy, SROs are considered to be school officials with legitimate educational interests in reviewing educational records in order to perform their professional responsibilities.

The Board authorizes the Superintendent to develop administrative procedures, in consultation with the **Eliot and South Berwick, ME Police Department**, to guide interactions between the schools, the SROs and the **Eliot and South Berwick, ME Police Department**. Such procedures should safeguard the rights of students and parents and be consistent with Board policies. School administrators may also develop appropriate building-level procedures regarding the role and activities of SROs in their schools. All administrative procedures must be consistent with Board policies, as well as the SRO program agreement between the **MSAD #35** and the **Eliot and South Berwick, ME Police Department**, and are subject to approval by the Board.

Legal Reference: 20 USC 1232g; 34 CFR Part 99

Cross Reference: EBCA – Comprehensive Emergency Management Plan

JICIA – Weapons, Violence and School Safety

JIH – Questioning and Searches of Students

JKAA – Use of Physical Restraint and Seclusion

JRA – Student Records

KLGA-R -School Resource Officers/Law Enforcement Administrative Procedure

KLG - Relations with Law Enforcement Authorities

KLG-R - Relations with Law Enforcement Administrative Procedure

Adopted: April 28, 2021

# KLGA-R - School Resource Officers/Law Enforcement Administrative Procedure

## **KLGA-R - School Resource Officers/Law Enforcement Administrative Procedure**

This administrative procedure provides general guidelines for the conduct of school resource officers (SROs) and other law enforcement authorities in the schools. These guidelines may be modified within legal and lawful limits on a case-by-case basis.

### I. SCHOOL PERSONNEL AND SROs: ROLES AND RELATIONSHIPS

- A. SROs shall comply with all applicable federal and state laws, Board policies and procedures, school rules and the **Eliot and South Berwick, ME Police Department** in carrying out their duties and responsibilities.
- B. In general, school administrators and staff are responsible for enforcing Board policies and school rules and for maintaining order in the schools. SROs who observe violations of policies and/or rules may intervene with students to stop the behavior and shall report violations to appropriate school administrators.
- C. School administrators and staff may consult with, and request assistance from, SROs in addressing student violations of policies and rules as they deem appropriate.
- D. School administrators and staff will notify the SRO if they have reason to believe that a student has committed a crime or if they obtain evidence of illegal activities, e.g., those involving possession of weapons, assault, drugs, or alcohol.
- E. School administrators may request the assistance of SROs in enforcing Board policies, school rules, and federal/state laws with visitors and intruders on school property.
- F. Unless responding to an emergency involving health or safety, SROs shall consult with an appropriate school administrator prior to requesting additional law enforcement assistance on school property.
- G. SROs are expected to maintain the same standards of professional conduct as other school personnel in their interactions with staff, students, parents, and community members.

## II. INVESTIGATIONS, QUESTIONING, AND SEARCHES OF STUDENTS FOR SCHOOL RELATED PURPOSES

There are some types of conduct that are prohibited by Board policy and school rules that are also punishable under criminal law, e.g., bomb threats, drug offenses, assaults, and possession of weapons. When a particular act is a both a violation of Board policy/school rules and a crime, the disciplinary investigation by school administrators and the criminal investigation by law enforcement authorities will often occur simultaneously. When practicable, school administrators and law enforcement authorities should coordinate their investigations.

Whenever practicable, investigations, questioning, and searches of students for school-related conduct that may violate both Board policies/school rules and the law will be conducted jointly by a school administrator and the SRO.

A. Evidence of violation of state and/or federal laws will be turned over to the SRO, unless such disclosures are otherwise prohibited by FERPA or other applicable law.

B. Since police investigative reports and witness statements obtained by policy may not always be available to school administrators, the school administrator shall prepare and maintain his/her own records and reports concerning school-related investigations.

C. SROs and other law enforcement officials are responsible for complying with applicable laws and police/law enforcement agency procedures concerning questioning, searches, and arrests for juvenile suspects (if the student is under 18) or adult suspects (if the student is over 18).

## III. INVESTIGATIONS, QUESTIONING, AND SEARCHES OF STUDENTS FOR NON-SCHOOL RELATED PURPOSES

A. In general, SROs and law enforcement authorities are discouraged from using the schools as a venue for questioning and searching students for alleged violations of state or federal laws that are not related to the schools.

B. Exceptions will be made by the administration in the event of an emergency that endangers student or staff safety or in other exigent circumstances as authorized by law. Other exceptions may be made on a case-by-case basis after consultation between the Superintendent/designee and law enforcement authorities.

## IV. ARRESTS OF STUDENTS AT SCHOOL

A. In general, SROs and other law enforcement authorities are discouraged from arresting students at school for non-school-related activities.

Exceptions to the above will be made by the administration in the event of an emergency that endangers student or staff safety or in other exigent circumstances as authorized by law. Other exceptions may be made on a case-by-case basis after consultation between the

Superintendent/designee and law enforcement authorities. Whenever practicable, law enforcement authorities should contact the school administrator before making an arrest at school.

B. A student may be removed from school by an SRO or other law enforcement official when there is a court order or an arrest warrant, or when a warrantless arrest is authorized by law. As soon as possible, the school administrator shall attempt to notify the student's parent/guardian of the student's removal from school.

## V. CONFIDENTIALITY OF STUDENT INFORMATION AND RECORDS

A. School administrators may release personally identifiable student information contained in education records to SROs and other law enforcement authorities in accordance with the requirements of the federal Family Educational Rights and Privacy Act (FERPA) and other applicable laws.

B. SROs are considered to be school officials with legitimate educational interests in reviewing educational records in order to perform their professional responsibilities.

C. SROs are expected to maintain confidentiality of personally identifiable student information in accordance with applicable laws, Board policies and procedures, and school rules.

Cross references: JKAA Use of Physical Restraint and Seclusion

KLG Relations with Law Enforcement Authorities

KLG-R Relations with Law Enforcement Authorities Administrative Procedure

KLGA School Resource Officers/Law Enforcement Administrative Procedure

Adopted: April 28, 2021