

# *River Edge Elementary Schools*

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*"Building Bright Futures Together"*

Dr. Tova Ben-Dov  
Superintendent of Schools

Patricia Salvati  
Board Secretary/Business Administrator

## **Use of Facilities Rules and Regulations**

- **No use of any facility before 3:30 PM**
- No use of any facility after 9:00 PM
- May only use the facility for the time listed on application
- Must be on time so the custodians can let you enter the buildings
- No changes of meeting times will be accepted the day of the meeting
- May not trade or give your time slot to anyone else (unless approved by Cindy in the Board Office)
- If the facility is not to be used on the date and time requested the principal and Cindy must be notified
- If the district is closed due to an emergency closing, all afterschool activities are cancelled
- **No food or drinks in any of the classrooms due to food allergies**
- Appropriate behavior is expected from all students and adult supervision is mandatory when students are in the buildings
- After dismissal all students must be supervised until the 3:30 PM sessions begin
- If a requested school is booked, the users will be directed to the other school

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 sustains or is suspected of sustaining a concussion or other head injury shall be immediately removed from physical activity. The student may not return to physical activity until they obtain clearance from a medical doctor.
- B. School Nurses, Physical Education Teachers and any other personnel deemed necessary by the Superintendent 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 of a student who has sustained a head injury. The student may return when written medical clearance is given.
- 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 the above-named staff or others named by local district policy.

Model Concussion Protocol for the Prevention and Treatment of Sports Related Concussions and Head Injuries

- A. A student who is suspected of sustaining a concussion or other head injury during school hours shall be immediately removed from play and may not return to play until cleared by medical physician.
- B. Possible Signs and Symptoms of Concussion
  - a. Appears dazed, stunned, or disoriented;
  - b. Forgets, or demonstrates short term memory difficulty;
  - c. Exhibits difficulties with balance or coordination;
  - d. Answers questions slowly or inaccurately;
  - e. Loses consciousness;
  - f. Headache;
  - g. Nausea/Vomiting;
  - h. Balance problems or dizziness;
  - i. Double vision or changes in vision;
  - j. Sensitivity to light or sound/noise;
  - k. Feeling sluggish or foggy;
  - l. Difficulty with concentration and short term memory;
  - m. Sleep disturbance.
- C. *Steps to take if student is suspected of sustaining a concussion or other head injury:*
  - 1. *Immediate removal from school activities*
  - 2. School Nurse should make contact with the students parent/guardian and inform them of the suspected concussion or head injury;

3. School Nurse shall provide student with the district's Head Injury Information Sheet.
4. Student must receive written clearance from their physician that he/she may return to school and a date for return to physical activity ie: PE class, recess.
5. If the student exhibits a re-emergence of any post concussion signs or symptoms once he or she returns to school, they will be referred to their primary care physician;

#### **Temporary Accommodations for Student with Sports Related Head Injuries**

- A. Consideration of the cognitive effects in returning to the classroom is also an important part of the treatment of concussions and head injuries.
- B. Mental exertion increases the symptoms from concussions and affects recovery.
- C. To recover, cognitive rest is just as important as physical rest. Reading, studying, testing, texting -- even watching movies if a student is sensitive to light -- can slow down a student's recovery.
- D. In accordance with the Centers for Disease Control's toolkit on managing concussions local boards of education may look to address the students cognitive needs in the following ways.
- E. Students who return to school after a concussion may need to:
  1. Take rest breaks as needed;
  2. Spend fewer hours at school;
  3. Be given more time to take tests or complete assignments;
  4. Receive help with schoolwork;
  5. Reduce time spent on the computer, reading, and writing;
  6. Be granted early dismissal from classes to avoid crowded hallways.

#### **Implementation of the Interscholastic Sports Related Concussions and Head Injuries Policy**

- A. A training program and policy for the prevention and treatment of concussions and head injuries shall be completed by the school nurses, PE teachers and any other school employee the local district deems necessary;
- B. The district is required to monitor the above-named school district employees in the completion of an 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. Students who are suspected of sustaining a concussion or other head injury shall be immediately removed from the activity. The student then needs to be evaluated by a physician, receive written clearance from the physician to return to school, and receive a date when he/she is able to return to physical activities.

**Legal References:**

N.J.S.A. 18A:16-6, -6.1 Indemnity of officers and employees against civil actions  
N.J.S.A. 18A:35-4.6 et seq. Parents Right to Conscience Act of 1979  
N.J.S.A. 18A:40-1 Employment of medical inspectors, optometrists and nurses; salaries; terms; rules  
N.J.S.A. 18A:40-3 Lectures to teachers  
N.J.S.A. 18A:40-5 Method of examination; notice to parent or guardian  
N.J.S.A. 18A:40-6 In general  
N.J.S.A. 18A:40-7, -8, -10, -11 Exclusion of students who are ill  
N.J.S.A. 18A:40-23 et seq. Nursing Services for Nonpublic School Students  
N.J.S.A. 18A:40-41.4 Removal of student athlete from competition, practice; return  
N.J.A.C. 6A:16-1.1 et seq. Programs to Support Student Development

See particularly:

N.J.A.C. 6A:16-1.1, -1.3, -1.4, -2.1, -2.3, -2.4  
N.J.A.C. 6A:26-12.1 et seq. Operation and Maintenance of School

See particularly: Facilities

N.J.A.C. 6A:26-12.3  
Plainfield Board of Education v. Cooperman, 105 NJ 587 (1987)

Possible

Cross References:

\*1410 Local units  
  
\*3510 Operation and maintenance of plant  
  
\*3516 Safety  
\*4131/4131.1 Staff development; inservice education/visitations/conferences  
4151.2/4251.2 Family illness/quarantine  
\*5125 Student records  
\*5141 Health  
\*5141.1 Accidents  
\*5141.2 Illness  
\*5141.3 Health examinations and immunizations  
\*5141.21 Administering medication  
\*5142 Student safety  
\*5200 Nonpublic school students  
\*6142.4 Physical education and health

Cross References:

Key Words

Health, Concussion, Head Injury, Interscholastic Sports,

Approved: December 14, 2011, April 17, 2012

**APPLICATION and AGREEMENT  
FOR USE OF PUBLIC SCHOOL FACILITIES  
\_\_\_\_\_, NEW JERSEY \_\_\_\_\_**

Permit No.: \_\_\_\_\_

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>
			from _____ to _____
_____	_____	_____	_____ am _____ pm
_____	_____	_____	_____ am _____ pm
_____	_____	_____	_____ am _____ 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                               |                          |   |  |
| Microphone                                 |                          | If yes, estimated number _____                |  |
| Projector Screen                           | <input type="checkbox"/> |   |  |
| _____ Tables                               |                          | Will an admission be charged?                 | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| _____ Chairs                               |                          | 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

Statement of Compliance with the  
River Edge Board of Education Policy No. 5141.8  
" CONCUSSION AND HEAD INJURY "  
(Board's Concussion Policy)

I, \_\_\_\_\_,  
on behalf of \_\_\_\_\_  
(hereinafter referred to as "Licensee"), hereby certify to the  
following:

1. The River Edge 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 \_\_\_\_\_, 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 "Concussion And Head Injury," ("Board's Concussion Policy") a copy of which is attached and made a part hereof in connection with its use of the Facilities as provided in the Agreement.

WITNESS:

LICENSEE

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_