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**7110 ADVERTISING; DISTRIBUTION OF PRINTED MATERIALS****POLICY SCOPE**

RISD is a non public forum with the primary purpose of providing a free and appropriate public education to school age students residing within its boundaries. RISD reserves the right to review and reject any advertisement or distribution of materials on its property, at RISD affiliated functions, or in school affiliated organizations' publications. It further reserves the right to reject advertisements or distributions that are incompatible with its educational purpose or that give the appearance of favoritism or entanglement with particular viewpoints.

**DEFINITIONS**

"Advertising" includes any postings, signs, flyers, distributions, email, web based sites, rented space, program listings or the distribution of any material used to convey a message on school property, in school facilities, or at school functions.

"School affiliated person or group" is defined to include any parent group, booster club, athletic team, school sponsored student club/organization, or any person/organization authorized to use the name of RISD or one of its schools, teams or clubs.

"Non-profit" is defined as an organization which has tax exempt status as defined in Section 501(c)(3) of the Internal Revenue Code.

"Profit Making Organizations" are defined as any entity organized as for profit.

"Advocacy Groups" are defined as non-RISD related persons or entities who seek to influence public opinion or school policy based on political, religious or commercial positions by communicating through school media, on school property, or at school affiliated events.

"Government Entities" include federal, state, county, city and other local public bodies.

**ADVERTISING/DISTRIBUTION**

The District seeks to create an atmosphere at school related gatherings and in school affiliated publications that focuses on the students and their teams, clubs or functions. RISD reserves the right to reject any advertisement or distribution from any group that detracts from this stated goal.

The district will consider requests for advertising or distribution of materials through the schools from organizations that fulfill the following requirements:

- A. Nonprofit organizations and government entities whose programs are complementary to schools programs and tend to extend or enhance the school programs.
- B. Nonprofit organization and government entities which are promoting an educational program consistent with curriculum that is of benefit to the school community.
- C. School affiliated persons or groups.

The District may reject requests for advertising through the schools from any of the following organizations pursuant to their non-school affiliated, non-curricular status:

- A. Profit-making organizations
- B. Advocacy groups
- C. Non-school affiliated or non-curricular organizations

**7110 ADVERTISING; DISTRIBUTION OF PRINTED MATERIALS (CONT'D)****LIMITATIONS ON ADVERTISING SUBJECT MATTER**

Pursuant to the District's non-public forum status, the District may consider and bar advertising or distributed materials based on subject matter, where the advertising or distributed materials are inconsistent with the District's pedagogical goals, are disruptive to the educational process, are deemed to negatively impact student groups, or that otherwise fail to meet the requirements of this policy.

Generally, all advertising and distributed materials shall be respectful of all people with regard to disability, race, color, gender, national origin, ethnicity, sexual orientation, age, religion, marital status, socioeconomic status, cultural background, familial status, physical characteristics, or linguistic characteristics. Furthermore, all advertising must be age appropriate. Any advertising or distributed materials that do not meet these standards will not be permitted.

Furthermore, RISD is concerned that commercial advertisers --- the primary source of potential revenue from advertising from school programs --- may be dissuaded from leasing advertising space that is used for advertising controversial matters or "issue ads", proselytizing, or political matters (even if there is a commercial component to such ads). To this end, no ads that may detract from the school's neutrality on such matters, that may entangle the District with particular viewpoints, that show favoritism, or that may harm the viability of a school forum for commercial advertising will be permitted.

In addition, no advertisement or distributed materials shall involve, directly or indirectly, obscenity, profanity, sexual material, gambling, tobacco, alcohol, or promote food or beverages that are not permitted for consumption on school premises or at school-sponsored events, as defined in the District's Health and Wellness Policy. Advertising shall not promote conduct or activities that would violate other Board policies or state or federal law. In addition, the District will not permit ads that promote violence, including the use of any weapons.

No advertising or distributed materials shall include the District's or any individual school's logo or represent that the District, its officers, board members, agents, employees or students endorse the advertised service, product or idea, unless specifically authorized by the Superintendent or his/her designee.

Advertising or materials that use poor grammar are also prohibited, as are ads that include potentially libelous statements.

**PROCESS**

The organization/advertiser must submit a request for distribution of materials and/or advertising to the Assistant Superintendent's office on approved forms and with a copy of the proposed advertisement or materials to be distributed. Approval or disapproval will be made by that office within five (5) working days. Any decision may be appealed to the Superintendent within five (5) working days after the Assistant Superintendent's decision is received by the applicant. For purposes of this policy, the mailing date, plus three work days, will mark the date of presumed receipt.

Consistent with this policy, the Superintendent retains the authority to make any changes to advertising decisions, including unilateral reversal of the Assistant Superintendent's decision, without appeal from the advertiser. The Superintendent's decision regarding the advertisement is final.

School officials may remove any advertisement for any violation of this policy. The District also reserves the right to sever any affiliation with persons/groups that violate this policy and to impose discipline against students/staff who violate its terms.

**7120 ADVERTISING IN SCHOOL PUBLICATIONS**

No advertising may be solicited for publications of the Roswell Independent Schools. An exception is the high school journalism department which may solicit advertising.

**7140 ACTIVITIES INVOLVING THE RAISING OF FUNDS**

Any school activity involving the raising of funds must be under the supervision of and the accounting of school personnel.

**7150 COMMUNITY FUND RAISING CAMPAIGNS**

Students and teachers will not be required, nor asked by school officials, to take part (as school projects) in community fund raising campaigns, except as approved from year to year by the Board of Education. An exception is the annual United Fund drive which will be a regular approved activity on a voluntary basis.

**7170 RELIGION IN THE SCHOOLS**

This policy is grounded in the understanding that active governmental participation in religious matters and even the appearance of official preference for or antagonism toward any religious belief or non-belief is disruptive and infringes upon the individual's freedom of conscience.

Our schools shall neither actively sponsor nor interfere with religions. As indicated in the policy statement, the district recognizes that religion has played an undeniable role in the formation of world civilizations, the foundation of our country and the lives of its citizens. The place of religion in our society should be recognized as an important one.

Clearly the proper role of religion in the public schools is in its educational value and non-religious observance or celebration. The schools can play a vital role in bringing about and understanding between peoples of different backgrounds. In that capacity and when appropriate within the curriculum, the schools are valuable in teaching our children about various belief systems. Belief systems will be discussed in an atmosphere of tolerance and mutual respect. Intercultural programs or curriculum focusing on the role that religion has played in history, literature or in the development of society and the influence that religion has had on historical figures or movements are acceptable and desirable. It is anticipated that students will also develop tolerance and mutual respect as they become aware of diverse belief systems and their current and historical impact on human culture.

**I. Religion in the Curriculum**

- A. When religion is included in the curriculum as part of the study of art, literature, history, etc., it should be treated with the same objectivity and educational intent expected in other areas.
- B. Religious themes in the fine arts, literature, and history should be recognized and discussed only as extensively as necessary for a balanced and comprehensive study of these areas. Such studies should not foster any particular religious tenet or demean any religious belief.
- C. Materials and activities should be sensitive to the diversity of belief systems.
- D. When the subject of religion occurs naturally in studying other topics such as history, literature, culture, etc., it should be treated as part of that study. (For example: Study of the American Indian, the Pilgrims, Greek mythology, or the Crusades may be enhanced by the inclusion of the role of religion.)
- E. Student initiated responses to questions or assignments which reflect their beliefs or non-beliefs about a religious theme will be accommodated when appropriate. (For example: Students are free to express religious beliefs or non-beliefs in compositions, art forms, music, speech and debate, and in the selection of reading materials.)
- F. Students should be taught to develop an appreciation of the value of religious liberty as guaranteed by the United States Constitution.
- G. Subject matter content may not be included or excluded from the curriculum primarily to conform to the religious views of a particular group.
- H. At the request of the parent, students may be excused, without penalty with substitute assignment, from instructional activities that are contrary to their religious beliefs.

**7170 RELIGION IN THE SCHOOLS (CONT'D)**

- I. Elective courses may have as their focus the history, sociology, and literature of religions.
- II. Religious Symbols
  - Definition: A religious symbol is any object which portrays or represents a religious belief. A religious symbol can also be an object which is so closely associated with religion(s) or with the celebration of a religious holiday that it is commonly perceived as being of religious nature.
  - A. Religious symbol may be displayed or used as a teaching resource provided no effort is made to impose any particular beliefs which may be associated with such symbols. They may be used as examples of a culture and/or a specific religious heritage.
  - B. Whenever appropriate, teachers are encouraged in their presentations to expose students to symbols and traditions from a variety of cultures.
- III. Religious Disclosure/Privacy
  - A. Staff or student shall not be induced or compelled to disclose or profess their personal religious preferences or beliefs or those of their family members.
- IV. Performances, Ceremonies, Programs, Gatherings, and Holidays
  - A. The Origin and significance of diverse holidays shall be presented in an unbiased manner without religious indoctrination.
  - B. School programs, assemblies or gatherings sponsored by the school shall not have a religious orientation. However, seasonal programs presented by school student groups may include religious music. Such programs shall include a balanced variety of music not solely of a religious nature.
- V. Worship/Prayer
  - A. No form of prayer, worship or expression of religious belief shall be prescribed by the schools.
  - B. Students [and staff] may voluntarily pray and/or meditate during school and engage in discussions about religion provided this activity does not interfere with the educational process or infringe upon the privacy of others.
- VI. Proselytizing
  - A. In working with students, school district staff shall not proselytize.
  - B. Unwelcome attempts by individuals or groups of students to impose religious beliefs or convert others to religious beliefs or to non-belief are not permitted in school related activities.
  - C. The distribution of religious literature on school district property, unless directly related to instructional activities or distributed by students is not permitted at any school related activities.
  - D. Non-Student members of religious groups are not allowed in the school to proselytize or recruit during the school day or during school activities.

**7180 AMERICANS WITH DISABILITIES ACT-GRIEVANCE PROCEDURES**

1. Pursuant to 28 CFR & 35.107(b)(1991), the Roswell Independent Schools have adopted internal grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by Title II of the Americans with Disabilities Act (ADA or implementing regulations of the United States Department of Justice, 28 CFR part 35 (1991).
2. Complaints should be submitted within 30 days after the complainant becomes aware of the alleged violation. Processing of complaints regarding alleged discrimination that occurred before the implementation of the grievance procedure may be considered by the school district.
3. Complaints should be submitted in writing to the Assistant Superintendent for Human Resources, Post Office Box 1437, Roswell, New Mexico 88201, 627-2517, Coordinator of Compliance efforts under the ADA.
4. Complaints should set forth the name and address of the person submitting the complaint and a brief description of the alleged violation.
5. Complaints submitted pursuant to this procedure shall be appropriately investigated by the ADA Coordinator or his/her designee. Investigations shall be conducted on an informal basis and shall afford all interested parties and the representatives an opportunity to submit evidence relevant to the complaint.
6. A written determination of the validity of the complaint and a description of the resolution shall be issued by the ADA Coordinator, and a copy forwarded to the complainant, before the expiration of 30 calendar days from the filing of the complaint.
7. The complainant may request a reconsideration of the resolution of his or her complaint by submitting a written request for reconsideration to the Superintendent of Schools within 30 calendar days of the issuance of the resolution by the ADA Coordinator.
8. The rights of persons under this procedure are in addition to other remedies provided by law, including the filing of a complaint under the ADA with the appropriate federal department or agency. Such filing shall not postpone or impair the resolution of a complaint submitted pursuant to these procedures. The submission of a complaint pursuant to these procedures is not a prerequisite to the pursuit of any other remedies provided by law.
9. These rules shall be construed and interpreted to protect the substantive rights of persons under the ADA and implementing regulations to ensure that the Roswell Independent School District complies with its obligations under the ADA and implementing regulations.
10. The ADA Coordinator shall maintain files and records for the school district regarding complaints submitted pursuant to this procedure.

**7190 AMERICANS WITH DISABILITIES ACT-DESIGNATION OF RESPONSIBLE EMPLOYEE**

1. Pursuant to 28 CFR & 35.107(a) (1991), the Board of Education of the Roswell Independent Schools has designated the Assistant Superintendent for Human Resources, Post Office Box 1437, Roswell, New Mexico 88201, 627-2517, as the ADA Coordinator for the school district's compliance with the nondiscrimination requirement of Title II of the Americans with Disabilities Act (ADA) and implementing regulations of the United States Department of Justice, 28 CFR Part 35 (1991).
2. Information concerning the provisions of the ADA and the rights it provides are available from the ADA Coordinator.

**7210 PROCEDURES FOR FILING CITIZEN CONCERNS**

The members of the Roswell Independent School District Board of Education, are always willing to hear concerns from the people of the community. However, to facilitate the handling of the business of the district, the following procedures will be followed:

1. Petitions for action or decision of the board without formal hearing before the Board:

Written petitions directed to the Board, either through the Board President or the Superintendent of Schools, which do not request a hearing before the Board will be considered at the earliest possible date. Such requests should be submitted seven days before the next following regular meeting of the Board. The Superintendent will inform the petitioner of the Board's disposition of the petition.

2. Requests to meet with the Board of Education:

Petitioner requesting a hearing before the Board of Education for any cause must submit to the Superintendent of Schools on a date not later than seven days prior to the next following regular meeting of the Board, in writing, a clear description of the concern the petitioner desires to discuss with the Board. The Superintendent, upon receipt of the concern, will distribute copies of the concern to the members of the Board of Education. The Board, at its next regular meeting, will consider the petitioner's written statement describing the reasons for requesting to meet with the Board and will determine whether or not the petitioner's request for a hearing will granted.

The Superintendent of Schools will notify the petitioner of the Board's decision. In the event the Board agrees to hear the petitioner, the Superintendent will notify the petitioner of the date, time, and place of the hearing and will indicate the amount of time the petitioner will be given at the hearing to amplify the written statement previously submitted.

If the petitioner is a group or an organization, the group or organization must name the people who will serve as spokesmen for the group or organization at the hearing and the Board may limit the number of spokesmen as it may see fit.

The Superintendent, after the hearing, will notify the petitioner of any action the Board may have taken regarding the petition.

**7250 PETITIONS FOR A HEARING RELATING TO TEXTBOOKS,  
INSTRUCTIONAL MATERIALS AND RELATED MATTERS**

Petitioners requesting to meet with the Board of Education to discuss textbooks, other teaching materials, course content, and other related matters will be referred to a proper school administrator and the following procedure will be followed:

- A. All criticisms or challenges of materials should be received and directed to a responsible administrator who will attempt to resolve the criticism.
- B. The complainant should be informed that a procedure has been established and a "Request for Reconsideration of Materials" form must be completed and submitted. A form letter outlining the school policy should be available with a "Request" form attached. The need for obtaining specific information should be emphasized as essential to a speedy resolution of the complaint or problem.
- C. After the written complaint is formally received on the appropriate form (Form No. 7250-A) the responsible administrator (usually the principal but in some cases coordinators or directors) should form a committee of not less than three professional educators to study and consider the complaint. The teacher using the materials in question should be a consultant to the committee. The complainant shall be invited to have a hearing before the committee to explain his point of view.
- D. The committee shall make a written report of its findings and recommendations which will serve as guidelines for further use of the materials. Copies of the report should be sent to the complainant, the Superintendent and the director of instruction.
- E. If the committee report and recommendation does not end the criticism the complainant may discuss the report with the Superintendent and request further action on his part or a hearing before the Board of Education.
- F. Should the complainant desire to meet with the Board of Education concerning the complaint the procedure will be governed by Section 7210 of the Policy Manual, as well as by the following procedural regulations:
  1. The Superintendent shall cause copies of the following to be distributed to the Board of Education, the publishers of the questioned materials, the instructional personnel concerned, and the complainant:
    - a. "Request for Reconsideration of Materials" form as completed by the complainant
    - b. The written report of the committee formed to study the complaint
    - c. The position of the Superintendent
  2. If the petitioner's request for a hearing is approved the Board may, at its discretion, invite representatives of the publisher and of the instructional personnel concerned, to attend the hearing.
  3. Following such hearing the Superintendent will inform all persons involved in any and all actions taken by the Board. Should the Board decide to give further attention to the matter the Superintendent will direct and supervise a study of the materials by an appropriate committee and cause copies of the report of the committee to be distributed to the Board. Any response from the publishers will also be made available to the Board.
  4. The Superintendent will notify the petitioner of any action the Board may take subsequent to the Board's study and evaluation of the report submitted by the committee.

**7250-A REQUEST FOR RECONSIDERATION OF MATERIALS**

Type of material (book, pamphlet, film, etc.): \_\_\_\_\_

Title of material: \_\_\_\_\_

Publisher: \_\_\_\_\_

Author (if known) \_\_\_\_\_

Date of publication: \_\_\_\_\_

Request initiated by: Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Do you have a child in the school concerned?: Yes \_\_\_\_\_ No \_\_\_\_\_

Complainant represents: Self only \_\_\_\_\_

Organization (identify) \_\_\_\_\_

Other group (identify) \_\_\_\_\_

To what in the material do you object? (Please be specific. Cite words, pages and nature of content) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Why do you object to this material? \_\_\_\_\_

\_\_\_\_\_

What would you like for your school to do about this material?

Do not expose or assign it to my child \_\_\_\_\_

Withdraw it from all students as well as my child \_\_\_\_\_

Send it to the appropriate department for re-evaluation \_\_\_\_\_

Other (explain) \_\_\_\_\_

Signature of Complainant \_\_\_\_\_ Date \_\_\_\_\_

**7270 - RENTAL OF SCHOOL FACILITIES**

**TITLE 6            PRIMARY AND SECONDARY EDUCATION**  
**CHAPTER 50       INSURANCE**  
**PART 17            USE OF SCHOOL FACILITIES BY PRIVATE PERSONS**

**6.50.17.1            ISSUING AGENCY:** New Mexico Public School Insurance Authority  
(6.50.17.1 NMAC – N, 7/1/2010)

(The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.)

**6.50.17.2            SCOPE:** This part applies to all school districts, charter schools and other educational entities authorized to participate in the authority's risk related coverages.  
(6.50.17.2 NMAC – N, 7/1/2010)

**6.50.17.3            STATUTORY AUTHORITY:** Subsection F of Section 22-29-7, NMSA 1978 directs the authority to establish a policy to be followed by participating members relating to the use of school facilities by private persons provided that the policy relates only to liability and risk issues. This policy shall not affect the rights and responsibilities of local school boards to determine how, when and by whom school district facilities are used. The policy shall be distributed to participating members and posted upon the authority's web site.  
(6.50.17.3 NMAC – N, 7/1/2010)

**6.50.17.4            DURATION:** Permanent.  
(6.50.17.4 NMAC – N, 7/1/2010)

**6.50.17.5            EFFECTIVE DATE:** July 1, 2010 unless a later date is cited in the history note at the end of a section.  
(6.50.17.5 NMAC – N, 7/1/2010)

**6.50.17.6            OBJECTIVE:** To establish a policy to be followed by participating members relating to the use of school facilities by private persons. This policy relates only to liability and risk issues.  
(6.50.17.6 NMAC – N, 7/1/2010)

**6.50.17.7            DEFINITIONS:** (RESERVED)  
(6.5.17.7 NMAC – N, 7/1/2010)  
(See 6.50.1.7 NMAC for applicable definitions.)

**6.50.17.8            POLICY ON USE OF SCHOOL FACILITIES BY PRIVATE PERSONS:**

**A.** The representative of the requesting group shall contact the facilities manager or other designated school official of the desired site regarding the proposed usage within a time frame required by the site manager or official. The school or school district shall provide the requesting group with a site use agreement which sets forth the terms and conditions of use of the premises. Site use agreements shall at a minimum include a copy of the school's safety rules or safety rules provided by the authority's risk management provider. The requesting group shall agree to follow the safety rules included with the site use agreement and also agree to follow the liability and risk related rules contained in Subsection G of 6.50.17.8 NMAC prior to use of the school facilities. The school facility use shall be conducted in compliance with all federal, state and municipal statutes, ordinances, rules and regulations including those with regard to discrimination. School facilities shall not be used for any unlawful purpose.

**B.** All groups shall also agree that the schools will not be liable for injury to the property of the group itself or participants in the group's activities resulting from their participation in the group's activities. Groups and their individual participants shall be required to give waivers of liability and releases from personal injury or property damage on forms provided by the school or the authority.

**C.** Liability insurance provided through the authority shall be excess over any valid and collectible insurance carried by any group permitted to use school facilities. Liability insurance provided by the authority for use of school facilities by private persons is limited to \$1,000,000 per occurrence. Schools or school districts shall not warrant the suitability of the facility or of the facility's contents for the uses intended by the requesting group.

**D.** Commercial groups shall provide a copy of a current business license. Commercial groups shall inform participants that the activity is not sponsored by the school whose facilities are being used.

**E.** All districts shall include within their site use agreement a statement clearly indicating that the approved activity sponsor must assure that activity participants and/or guests/spectators only access those site areas designated for activity. District superintendents shall also designate in the site use agreement an individual who shall verify that all the areas utilized were properly checked and secured upon departure from the facility.

**F.** Schools and school districts shall make their own arrangements regarding any payments required for use of the facilities, for reimbursement for special services such as setting up tables and chairs, use of school equipment such as projectors or video equipment or abnormal wear and tear on the facilities. All fees shall be made by check or money order and shall be made payable to the school or school board. It is inappropriate for users of school facilities to pay school employees directly for services in kind or in cash.

**G.** In addition to the safety rules included in the site use agreement, any user of school or school district facilities must agree to the following liability and risk related rules.

- (1) The use of alcohol, illegal drugs and tobacco are prohibited on all school property at all times.
- (2) Guns are not permitted on school property except for those in the possession of authorized law enforcement personnel.
- (3) Users of the facility shall be responsible for providing security as required by the member school or school district for the type of function they have planned.
- (4) Users of swimming pool facilities must have a certified lifeguard on duty at all times.
- (5) For events that involve animals, including dogs, all must be leashed, penned, caged or otherwise properly contained, constrained or under supervision and control at all times. Other animals or pets are prohibited.
- (6) Open fires including candles, torches and bonfires shall not be allowed except pursuant to prior approval and permit by the appropriate authorities.
- (7) Building exits shall never be blocked for any reason.
- (8) Parking shall be in designated areas only.
- (9) Every effort shall be made to provide vehicle and pedestrian traffic management in order to insure safe and orderly movement of vehicles and people.
- (10) All care shall be taken in the design, placement and construction of booths, displays, viewing stands, platforms, theater sets, temporary stages or any other structures to safeguard the safety of those building, using and disassembling such structures.
- (11) Decorations shall be fire resistant whenever possible, cover no more than 20 percent of the wall area and never be placed within close proximity to incendiary sources.
- (12) Care shall be taken at all times to avoid the creation of tripping hazards or if unavoidable to warn participants of obstacles.
- (13) No hazardous materials, including pyrotechnic devises, fireworks, explosives flammable materials or liquids, poisonous material or plants, strong acids or caustics shall be brought onto the premises or used in any way while occupying the premises except with the approval prior to use by the fire marshal or other authority having jurisdiction.
- (14) No amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, bow and arrow shooting activity or equipment or devises related thereto shall be brought onto the premises or used in anyway while occupying the premises except with the express permission of school authorities and on proof of insurance by the user of the facility of at least \$1,000,000 per occurrence naming the school or school district and the authority as additional insureds. All such activities shall be operated and overseen by persons experienced and, if possible, certified to do so.
- (15) All users of school facilities shall give written notice to the school of any accident resulting in bodily injury or property damage to property of the school occurring on school premises or in anyway connected with the use of the school premises within 24 hours of the accident. The notice shall include details of the time, place and circumstances of the accident and the names and addresses and phone numbers of any persons witnessing the accident.
- (16) If playground equipment is to be used, the user of the facility shall provide at least one adult supervisor for every fifteen (15) children.
- (17) The user of the facility shall provide the appropriate signage to inform participants of the safety rules. A list of emergency agencies and phone numbers shall also be-posted.
- (18) Access to school facilities by the users of the facility shall be limited to those areas specified in the site use agreement.

**H.** All users of school facilities shall agree to provide prompt and thorough clean-up and removal or storage of all special structures within no more than 24 hours after the end of the event, but in no case later than the beginning of the

next school day or if school is out no later than prior to use of the area by school personnel. Users shall ensure that any furniture and equipment moved during the use of the facilities is replaced.  
(6.5.17.8 NMAC – N, 7/1/2010)

**HISTORY of 6.5.17 NMAC: (RESERVED)**

**APPLICATION AND SITE USE AGREEMENT APPLICATION**

**(This page to be filled out and signed by the USER)**

Application Date: \_\_\_\_\_

Organization  
Name("User"): \_\_\_\_\_  
\_\_\_\_\_

Commercial Group? \_\_\_\_\_

Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Date/Dates Requested: \_\_\_\_\_

Reservation: \_\_\_\_\_

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

Facility/Facilities Requested: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Event Contact Person: \_\_\_\_\_

[Person Responsible for Site Security during the Event.]

Cell Phone Number: \_\_\_\_\_

Nature of Proposed Use \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Location of Proposed Use: \_\_\_\_\_ but specifically limited to area outlined in Exhibit "A" attached.

Detailed description of types and number of animals to be involved in the event, **if any**, and in detail what is the event and the means of protecting and separating animals from users or spectators.

Expected Attendance: \_\_\_\_\_

Is Admission to be Charged? \_\_\_\_\_

A/V Equipment Requested? Yes \_\_\_ No \_\_\_

Will food be served? Yes \_\_\_ No \_\_\_

Is Set Up Time Required? Yes \_\_\_\_\_ No \_\_\_ If so, date & time requested for set up: \_\_\_\_\_

We agree to all provisions of the Site Use Agreement and the Exhibits hereto are incorporated herein by reference.

Signed \_\_\_\_\_

I hereby certify that I am authorized by user to make this  
Application and to make all representations on behalf of: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**SITE USE AGREEMENT**

**(This part to be filled out and signed by building Principal or Supervisor - MUST BE SIGNED BY USER)**

**1. General Conditions:** This Agreement is entered into between \_\_\_\_\_  
("School Facility")

And \_\_\_\_\_ for the use of \_\_\_\_\_  
("User") (Rooms or Areas to be Used)

Between \_\_\_\_\_ and \_\_\_\_\_  
(Time and Date) (Time and Date)

The above named User and School Facility agree, in consideration of the promises and representations made by user in the Application, all of which are deemed material and made by the user intending the School Facility to rely on each one and intending to be legally bound, to the Terms and Conditions set forth below. The School Facility does not guarantee the suitability of the facility or of the facility’s contents for the uses intended by the User. User agrees that in the event this Permit is canceled by User, or due to User’s failure to meet Agreement requirements, refunds of any fees paid by User will be at the discretion of the School Facility. Any change to this Site Use Agreement shall be made in writing at least five (5) business days prior to the date of the event and subject to approval by the School Facility.

**2. Lawful Use:** The use shall be conducted in compliance with all federal, state and municipal statutes, ordinances, rules and regulations including those with regard to discrimination. School facilities shall not be used for any unlawful purpose and in addition to the safety rules and policies specific to the School Facility, which are attached hereto (**if any**), the User shall not:

- (a) Allow litter or debris and shall keep the premises clean at all times.
- (b) Allow use of alcohol, illegal drugs and tobacco which are prohibited on all school property at all times.
- (c) Allow guns on school property except for those in the possession of duly certified law enforcement personnel.
- (d) Use the facility without providing security as required by the school facility for the type of function they have planned.
- (e) Allow use of swimming pool facilities without having a certified lifeguard on duty at all times.
- (f) Allow events involving animals unless they are described in detail in the Application for Use and in compliance with any limitations or restrictions written into the Agreement. All animals must be leashed, penned, caged or otherwise properly contained, constrained or under supervision and control at all times. In the event of ambiguity of language in the Application or Agreement, restrictions on use of animals shall be strictly construed against the User.
- (g) Allow open fires including candles, torches, and bonfires except pursuant to prior approval and permit by the school facility or other official having jurisdiction.
- (h) Allow building exits to be blocked for any reason.
- (i) Allow parking except in designated areas.
- (j) Fail to provide vehicle and pedestrian traffic management sufficient to insure safe and orderly movement of vehicles and people.

- (k) Allow design, placement or construction of booths, displays, viewing stands, platforms, theater sets, temporary stages or any other structures without adequate precautions for the safety of those building, using and disassembling such structures.
- (l) Allow non-fire resistant decorations cover more than 20 percent of the wall area with decorations. Decorations shall never be placed within close proximity to incendiary sources.
- (m) Create tripping hazards unless tripping hazards are unavoidable due to the nature of the event. Signage adequate to warn participants of obstacles must be provided.
- (n) Allow hazardous materials, including pyrotechnic devises, fireworks, explosives flammable material or liquids, poisonous materials or plants, strong acids or caustics onto the premises or to be used in any way while occupying the premises except with the approval prior to use by the fire marshal or other authority having jurisdiction.
- (o) Allow amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, bow and arrow shooting activity or equipment or devises related thereto onto the premises or to be used in any way while occupying the premises except with the express permission of the school facility and on proof of insurance carried by the User written by a company acceptable to the New Mexico Public School Insurance Authority (“Authority”) of at least \$1,000,000 per occurrence naming the school facility as an additional insured. All such activities shall be operated and overseen by experienced, trained persons and, if possible, they must be certified to do so.
- (p) Allow use of playground equipment unless at least one adult supervisor for every fifteen (15) children is in attendance.
- (q) Use the school facility without appropriate signage to inform participants of the safety rules. A list of emergency agencies and phone numbers shall also be posted.
- (r) Allow access to areas not specified for use in the Site Use Agreement.
- (s) Allow access to any one to School Facilities without securing an Accident Waiver and Release or Liability Form.

**3. Notice of Accidents:** All users shall give written notice to the school facility of any accident resulting in bodily injury or property damage occurring on school facility premises or in any way connected with the use of the school facility premises within 24 hours of the accident. The notice shall include details of the time, place and circumstances of the accident and the names, addresses and phone numbers of any persons witnessing the accident.

**4. Damage to User’s Property:** The School Facility assumes no liability or responsibility for any personal property of the User or of its employees, agents, representatives, guests, volunteers or invitees brought onto the premises during the term of this Agreement.

**5. Parking and Security:** The School Facility may determine at its sole discretion whether the event requires additional parking arrangements or security staff. If such a determination is made by the School Facility, the User must arrange for and be responsible for payment of personnel or the other arrangements necessary to provide those additional parking and/or security requirements. User must provide proof within five (5) days prior to the event that the arrangements have been made and that User has guaranteed payment to those providing those additional services. During the event all motor vehicles of participants must be parked in accord with all posted and/or painted restrictions.

**6. Insurance:** General Liability insurance provided to the School Facility by the Authority shall be excess over any valid and collectible insurance carried by the User. General Liability insurance for the User provided to the School Facility by the Authority is limited to \$1,000,000 per occurrence. The User must carry Workers Compensation insurance if mandated under

New Mexico law and Automobile Liability insurance naming the School Facility and its School Board, Board of Trustees or Governing Body as Additional Insured's, with limits no less than \$1,000,000 per occurrence for all motor vehicles owned or rented by User to be used in connection with the event. User shall deliver Certificates of Insurance along with a copy of the Additional Insured endorsement to the School Facility no later than 48 hours in advance of the facility use or this Site Use Agreement shall be cancelled.

It is recommended that the User provide liability insurance to the District, however it is not mandatory. If the User elects to remain uninsured, it is at the User's own risk. Additional liability insurance may be purchased from NMPSIA's Tulip Program.

**7. Use by Commercial Groups:** Commercial groups shall provide a copy of a current business license. Commercial groups shall inform participants in writing that the activity is not sponsored by the School Facility.

**8. Site Security:** The User must assure that activity participants and/or guests/spectators only access those site areas designated for the activity. The designated Event Contact Person shall verify that all the areas utilized were properly checked and secured upon departure from the School Facility's premises.

**9. Fees:** The attached schedule sets forth fees to be paid for use of the School Facility. In addition to the use fee, users may be required to reimburse the School Facility for special services such as setting up tables and chairs, use of school equipment such as projectors or video equipment or abnormal wear and tear on the premises, equipment and other school property. All fees shall be made by check or money order and shall be made payable to the School Facility. It is inappropriate to pay school employees directly for services in kind or in cash. The fees are payable to the School Facility with the Application.

**10. Clean Up:** Users of school facilities shall provide prompt and thorough clean-up and removal or storage of all special structures within no more than 24 hours after the end of the event, but in no case later than the beginning of the next school day or if school is out no later than prior to use of the area by school personnel. Users shall ensure that any furniture and equipment moved during the use of the facilities is replaced.

**11. Non-Assignability:** This agreement may not be assigned to another party without prior written consent of the School Facility, which consent may be withheld by the School Facility at its sole and absolute discretion.

**12. Choice of Law:** This agreement is to be governed and interpreted by the laws of State of New Mexico.

**13. Entire Understanding:** This agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver or modification of any of the terms shall be valid unless in writing and signed by both parties.

**14. Statement of Information:** The undersigned, as a duly authorized representative of the User, states that to the best of his/her knowledge the School Facility, use of which is being applied for, will not be used for the commission of any crime or any act which is prohibited by law. By my signature below, I acknowledge that I am authorized to sign on behalf of the User and bind the User to the terms of this Agreement. I understand and agree to all terms, conditions and Rules in this Agreement.

**15. Release:** User accepts School Facility's premises and adjoining areas as is and releases and discharges the School Facility, the Board of Trustees, School Board, or other Governing Body and each of their agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorneys fees and costs, which may arise from all injuries, deaths and damage to property arising directly or indirectly out of this Site Use Agreement including but not limited to User's use of the premises and the adjoining areas, including parking areas. Users, groups and their individual participants shall be required to give waivers of liability and releases for personal injury or property damage on the attached form. User understands that this Site Use Agreement can be cancelled and the event terminated if the User fails to comply with the above terms and conditions or if the User has misrepresented the nature or extent of the proposed use in any material way.

User's Authorized Representative Signature \_\_\_\_\_

Name of Representative:(Please Print) \_\_\_\_\_

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

Recommended Approved By: \_\_\_\_\_  
(Principal or Representative of School Facility)

Title \_\_\_\_\_

T:\NENMISC\2055267 Application-permit (NMPSIA) Rev. 1/11/11

**Do not write Below This Line**

**NOTICE: APPLICATION NOT VALID WITHOUT DISTRICT OFFICE APPROVAL**  
**Forward to Operations Manager Office for District Approval**

<p>1. TERMS – 50% of fee payable with application, balance seven days prior to use. PAYMENTS – payable to Roswell Independent School District. Failure to comply with the terms will be cause to deny permission.</p> <p>2.Fees:</p> <p><u>Fees Waived?</u> Yes ___ No ___</p> <p>Deposit:\$ _____</p> <p>Balance Due:\$ _____</p>	<p>3.Permit for use granted on: _____</p> <p>4.Comments/Exceptions: _____</p> <p>5. Office authorization for Custodial Services: Yes ___ No ___</p> <p>6. Other Services: Yes ___ No ___ Describe: _____</p> <p>7.Other Information: _____</p>
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District Office:  Approved  Denied \_\_\_\_\_  
Signature / Date

**7280 RENTAL SCHEDULE**

<b>FACILITY</b>	<b>SCHEDULE A:</b>	<b>SCHEDULE B:</b>	<b>SCHEDULE C:</b>
<b>COMMONS AREA</b>	<b>\$0</b>	<b>\$50.00</b>	<b>\$275.00</b>
<b>AESC BOARDROOM</b>	<b>\$0</b>	<b>\$30.00</b>	<b>\$250.00</b>
<b>H. S. LITTLE THEATER</b>	<b>\$0</b>	<b>\$30.00</b>	<b>\$250.00</b>
<b>H. S. CAFETERIA</b>	<b>\$0</b>	<b>\$15.00</b>	<b>\$150.00</b>
<b>M.S. CAFETERIA</b>	<b>\$0</b>	<b>\$15.00</b>	<b>\$150.00</b>
<b>ELEM. MPR</b>	<b>\$0</b>	<b>\$15.00</b>	<b>\$100.00</b>
<b>M.S. GYMNASIUM</b>	<b>\$0</b>	<b>\$30.00</b>	<b>\$250.00</b>
<b>H.S. GYMNASIUM</b>	<b>\$0</b>	<b>\$50.00</b>	<b>\$275.00</b>
<b>*AESC PUEBLO AUDIT.</b>	<b>\$0</b>	<b>\$100.00</b>	<b>\$275.00</b>
<b>ONE CLASSROOM OR CONFERENCE ROOM</b>	<b>\$0</b>	<b>\$5.00</b>	

- \* Any group using AESC Pueblo Auditorium and desiring to have special lighting and sound will be charged an additional \$50.00 for set-up. This will be in addition to the regular stand-by custodial fee.

Any group using school facilities under Schedule B or Schedule C shall pay custodial fees. Custodial fees are not included in amounts shown in rental schedule but shall be added to that fee at the rate of time-and-one-half per hour per custodial contracted salary rate for standby, beginning at the time the building is opened for the renter, continuing until the facility has been vacated by the renter and for cleanup for an estimated time depending on facility rented and purpose of the rental.

Groups requesting to rent a facility will be classified to the following descriptions and will be assessed according to the appropriate schedule:

**SCHEDULE A:**

Activities of school sponsored groups, such as parent-teacher groups, or school clubs. These events must be educational or recreational in nature and directly benefit public school children.

**SCHEDULE B:**

Activities sponsored by community groups such as: official agencies of the Federal, State and local governments; recognized local charitable, civic religious, and recreational groups whose primary function is promotion of health, safety, education, or welfare of the community; special interest groups, e.g., political organizations, social clubs.

**SCHEDULE C:**

Activities sponsored by groups whose use of the facility will result in financial gain to said group, directly or indirectly. The activity must be locally sponsored and be of educational cultural, recreational, or civic benefit.

Fees are based on a four-hour period (excepting the single class room). The rate for each additional hour shall be one-fourth of that shown on the rental schedule.

**7280 RELIGIOUS SERVICES**

Religious services when requested on a regular basis.

When Facility Used	Elementary Schools	Secondary Schools	ESC
* Sunday AM	\$ 50	\$100	\$100
* Sunday AM and PM	\$ 75	\$150	\$150
* Sunday AM/PM and Wed.	\$125	\$150	\$150
** Special Session	\$ 25	\$ 40	\$ 50

\* Fees are monthly rates.

\*\* Rate per extra session when facility used on monthly basis.

In general, school facilities may be used on Sundays for religious services only.

**7280 USE OF WOOL BOWL AND DEBREMOND STADIUM**

Rental of the Wool Bowl and DeBremond Stadium shall be as follows:

It is not the intent of the RISD to rent the Wool Bowl to non-school groups. However, the district reserves the right to consider rental of this facility for an activity considered to be mutually beneficial to the RISD and the community. Potential risk of damage to the facility will be a major consideration in the decision. If the use of the Wool Bowl is approved, a rental fee will be charged which is adequate to off-set all expenses associated with the activity. A rental fee will be charged to any group that financially gains from the facility's usage, either directly or indirectly.

Actual custodial fees incurred by the RISD will be paid by the group using the RISD facilities. Custodial fees shall include the time necessary for RISD custodians to spend at the facilities, both prior to, during, and after the scheduled event or events.

Wool Bowl Concession Stand right remain the sole property of the RISD and are not included in the rental schedule.

**7290 STUDENT PURCHASES**

In order to provide maximum services and goods at the most beneficial price to students, the following policy is established concerning student purchases of rings, invitations, caps, gowns, and annuals.

Any business organization interested in providing goods and services for items noted in the above paragraph agree to the following criteria:

1. The representative of the company is to present a sample, or samples, of the product for examination at a date specified by the high school principal and his committee.
2. The representative of the company is to handle student monies and provide the product in such a manner as to alleviate the need for school personnel involvement other than on a limited basis.
3. No monies from school-sponsored activities are to be paid to the company involved.
4. Inasmuch as no operational monies are involved, bidding as such is not required. However, every effort should be made to obtain the best price available for the product and services desired.
5. A letter of intent or agreement for such goods and services is to be agreed upon for a specified time. (Not to exceed three years, with the exception of five years in the case of annuals.)
6. Previously agreed upon arrangements are not invalidated by this policy.
7. Principals will notify local and out-of-town business firms of dates for presentation of goods and services they can provide. Adequate advance notice of these dates shall be given.
8. Goods and services are to be reviewed on an annual basis, and if satisfactory to student and faculty committee, may be continued on previously agreed basis.
9. Extenuating circumstances may invalidate an agreement if goods and services are deemed less than satisfactory.

**7300 GRAFFITI ON SCHOOL PROPERTY**

All graffiti on school property will be removed within 24 hours by school personnel, unless additional time is required to order replacements for damaged items or additional time is required to repair those items.

**7310 NAMING SCHOOL FACILITIES**

The Board of Education will consider requests to name a portion of a building, name a single building on a campus with multiple building, name a new school building, rename an existing building, or name a specific area on the campus for a person under the following conditions:

1. Naming a portion of a building or specific area on the campus.
  - a. Provided the proposed name be for a person who has made an outstanding contribution to the school.
  - b. The group making the request must agree to provide appropriate recognition, such as a plaque, portrait, or marker for the school.
  - c. Evidence is shown that such naming has the support of the students, staff, and patrons of the school.
  
2. Renaming an existing building or naming a new school building.
  - a. If living, the person whose name has been proposed shall have achieved national recognition for outstanding accomplishments and/or service to mankind. Otherwise, the name proposed shall be for a person who has been deceased for at least three years and who was recognized for special achievements and contributions to the total community.
  - b. Names of schools shall not be duplicated in the school system.
  - c. Evidence must be shown that the newly proposed name has support of those within the school attendance area as well as general support from the total community.
  - d. A new building will be named only after construction has commenced. A committee composed of teachers, parents, students, and community members will be appointed by the Board of Education to recommend the name.

The naming of a building for other than a person shall follow Section 2 above, steps b., c., and d.

When the use of a school changes and it no longer houses a regular school program, the Board of Education, upon recommendation of the superintendent, will consider changing the name of the facility if the name has special significance to its new use.

## 7320 SCHOOL SITE-BASED COUNCILS

Each public school within the District shall have a school council to assist the principal in an advisory capacity with school-based decision making and to provide parents with the opportunity for greater involvement in their children's education.

1. Membership. Each school council shall be composed of a minimum seven member council, to be chaired by the principal, and whose membership shall be composed of two school employees, two parents and two community members. If such person is available, at least one community member shall represent the business community. The principal shall be an active member on the council.
2. Election procedures.
  - a. Term. Each school council shall be elected annually no later than the fortieth day after the beginning of each school year and shall serve until the election of successor members in the next succeeding school year.
  - b. Qualifications for membership. Any person shall be eligible for election to a school's advisory council if he or she is a resident of the attendance zone of the school at which the person wishes to run for election to the advisory council or is the parent of a child enrolled and attending the school at which the voter intends to run for election to the advisory council. School council members shall be eligible for re-election to successive terms so long as they remain qualified for membership as specified in this section.
  - c. Declaration of Candidacy. A declaration of candidacy for membership on a school council may be obtained from the first day of each school year through the last Friday in August of each school year at the school site or the central administrative office. The completed declaration of candidacy shall be returned to the principal of the school site at which the candidate desires to be a council member no later than 4:00 p.m. on the second Friday in September. The candidate may also submit a statement of 50 words or less of the candidate's reasons for desiring to serve on the council at the candidate's discretion. The Declaration of Candidacy provides that a candidate shall select only one category of membership (employee, parent or community member). Employee candidates must select the employee category. The parent and community candidates must also select the appropriate category.
  - d. Conduct of Election. The election shall be nonpartisan. The election shall be conducted by paper ballot on white paper of a uniform size. The names of the candidates shall be printed on each ballot in black ink. Voting shall be conducted by circling the name of the candidate the voter approves as a member of the council. Only one name in each council member category may be approved.

Each school site shall maintain a locked ballot box at the principal's office where ballots may be deposited.

Voters may deposit ballots in the ballot box at each school site during the normal business hours of such school beginning at 8:00 a.m. on the fifth school day prior to the date set for the election and ending at 4:00 p.m. on the election date set by the school principal for that school council's election.

3. Qualifications of Voters. A person is a qualified voter for purposes of a school council election if he or she is a resident of the attendance zone of the school at which the voter wishes to vote or is the parent of a child enrolled and attending the school at which the voter intends to vote.
4. Notice and Administration of Election. The District shall publish the list of candidates for each school council position on the District's website, if any, beginning two weeks prior to the date of the election, by posting a notice of the candidates at each school site and by publishing a list of candidates once a week for two consecutive weeks immediately prior to the date of each election in a newspaper of general circulation in the district. Such publications shall also include the dates for voting and the location of each school site and be in English and Spanish. Each school site may also provide additional public information concerning each election and candidate.

**7320 SCHOOL SITE-BASED COUNCILS (CONT)**

5. Canvass. Voting at each school site shall be canvassed by the principal and one faculty member chosen by the faculty and shall be completed by 5:00 p.m. on the second day after the date of the school site election. The candidate in each category receiving a majority of votes shall be the elected member for that category. In the event of a tie in any category, the tie shall be broken by coin-toss of the candidates who are tied.
6. Publication of Election Results. The principal shall post the names of the elected members to the council at the principal's office of each school site by 5:00 p.m. on the third day after the election. The District shall publish the names of the elected members on the District's website, if any, and once in a newspaper of general circulation in the District as a press release no later than the tenth day after the date of election.
7. Vacancies. In the event of a vacancy on an advisory counsel due to death, resignation or other cause, the vacancy shall be filled by appointment by the Superintendent of another qualified individual in the category in which the vacancy exists. The appointed member shall serve until the end of that school council term.
8. Meetings. The first meeting of the advisory council shall occur no later than the fiftieth day after the commencement of the school year. Thereafter, meetings shall be called by the principal. Meetings of advisory councils are not policy-making meetings of the Board and are not required to be called and conducted in accordance with the Open Meetings Act, NMSA 1978 §§ 10-15-1 *et seq.*
9. Role of Council. Each school council shall function as an advisory council to the principal in accordance with Section 22-5-16 NMSA 1978 and such other duties and responsibilities as the principal may from time to time delegate. As per NMSA 22-5-16 the school council shall:
  - a. Work with the school principal and give advice, consistent with state and school district rules and policies, on policies related to instructional issues and curricula and on the public school's proposed and actual budgets;
  - b. Develop creative ways to involve parents in the schools;
  - c. Where appropriate, coordinate with an existing work force development boards or vocational and school education advisory councils to connect students and school academic programs to business resources and opportunities; and
  - d. Serve as the champion for students in building community support for schools and encouraging greater community participation in the public schools.
10. Status. Except for school employees serving on the school council, members of the advisory councils are not employees or officers of the District and are not entitled to any benefits of employment or other payments or reimbursements.

7330 LEAD

### **Lead-Based Paint Renovation, Repair and Painting**

The Roswell Independent School District shall adopt the provisions contained in the Environmental Protection Agency, 40 CFR Part 745, entitled, Lead; Renovation, Repair and Painting Program, under the authority of section 402 (C)(3) of the Toxic Substances Control Act (TSCA).

Target housing is defined in TSCA, section 401 as any facility constructed before 1978, with occupancy in work areas of children less than 6 years of age.

The Superintendent, in consultation with the Support Services and Operations Manager, shall develop procedures to address lead-based paint hazards created by renovation, repair, and painting activities that disturb lead-based paint in child occupied facilities as defined by the TSCA.

The procedures shall establish requirements for notification of occupants; training and/or certifying renovators, other renovation workers, and dust sampling technicians; for renovation work practices; for waste disposal and recordkeeping.