

# CHESTER UPLAND SCHOOL DISTRICT

SECTION: PROPERTY

TITLE: USE OF SCHOOL FACILITIES

ADOPTED: September 19, 2013

REVISED: N/A

<p>1. Purpose SC 775</p> <p>2. Authority</p>	<p style="text-align: center;">707. USE OF SCHOOL FACILITIES</p> <p>Although the Governing Authority recognizes that the primary purpose of school buildings, facilities and property is to provide students with an appropriate learning environment, school facilities of the district will be made available to individuals and groups without discrimination and in accordance with this policy for community purposes, provided that such use does not interfere with the scheduled educational program of the district. Use of school facilities should be distributed across a broad base of the residents of the district. For the purposes of this policy and further defined in Guideline Classification “B” later, <b>community purposes</b> shall mean those purposes identified in the guidelines classifications set forth herein, so long as the individual, group, or entity requesting the use of school facilities in the district consists of at least seventy-five percent (75%) of its membership being residents of the district. Rental fees, which may be modified from time to time by the Governing Authority, shall be charged to defray district costs and provide additional revenue to the district (“cost-plus”). Rental fees shall be invoiced, collected, and accounted for by the Business Office.</p> <p>No unauthorized person(s), group, or entity shall be permitted to use school facilities at any time, unless specifically permitted pursuant to this policy.</p> <p>The Governing Authority shall have the power and authority to lease any of its facilities or property to any organization or group of persons for community purposes as defined herein and subject to the residency composition defined in this policy and further subject to such charges as the Governing Authority considers proper in connection with the leasing of such facilities or property. At the time of such leasing, the Governing Authority, as delegated through its Business Office, may require a certificate of liability insurance in an amount deemed proper by the Governing Authority or its designee, with licensed and authorized carriers in the Commonwealth of Pennsylvania and such certificate of liability insurance shall name the district as a named insured for the time period that the facility is being used/leased. The Governing Authority, as delegated through its designee, shall also require such application materials as the Governing Authority or its designee may deem proper, including a statement of the charitable purposes for which such lease is being requested. The lease of any school facility to any group shall not constitute an obligation to lease or make available to any other group the same or different facility</p>
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<p>3. Guidelines</p>	<p>for a different purpose. The Governing Authority retains the right to refuse the use of any school facilities to any group or for any use at its sole and absolute discretion, including but not limited to the district’s need to use its facilities for valid school purposes and further subject to the requirements of law.</p> <p><u>Fees</u></p> <p>All applications must be submitted in writing to the appropriately designated building principal/Facilities or Athletic Departments with a non-refundable twenty-five dollar (\$25) application fee per type of activity for the period covered by the application (such period not to exceed one (1) season for the specific activity in question). All applications with regard to the use of school district fields must be submitted in writing to the main office of the requested school. A clear designation of the sponsor, the composition of the group, the purpose of the activity, and a certificate of liability insurance, as aforesaid, must be included.</p> <p>A fee schedule is available in any school district office that specifies per-use fees for different facilities, depending upon a lessee’s classification into one (1) of three (3) groups, as described below. Fees for related applications may be paid on a lump-sum annual basis or semiannual basis in an amount that estimates the sum of per-use facilities rental charges during the specified period, as specifically approved by the Director of Facilities or the Director of Facilities’ designee.</p> <p><u>Guideline Classifications</u></p> <p><i>Group A – Directly School-Related –</i></p> <p>This group includes CUSD student activities that are conducted by individuals, groups or clubs recognized by the district and approved by the appropriate administrator, directly connected with fostering the interest, health, or welfare of the district’s school programs and students. Example: extracurricular clubs and activities, school intramurals, parent-teacher organizations. This group shall be exempt from “Rental Fees.” Fundraising activities requiring custodial cleanup may be charged a flat-rate cleanup fee or other “Additional Charges” as determined by the Director of Facilities or designee.</p> <p><i>Group B – Non-Profit and Non-Commercial Organizations –</i></p> <p>This group includes entities:</p> <ol style="list-style-type: none"> <li>1. Whose basic use of the school facilities directly benefits the district’s programs, residents, or students.</li> <li>2. Which must be non-profit and non-commercial entities for community purposes and with the residency requirements as set forth herein.</li> </ol>
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Examples: Girl and Boy Scouts, community/township/borough-sponsored activities, not-for-profit youth athletic organizations, booster clubs, adult education or recreation, or other events meeting the above criteria.

This group shall be required to pay “Additional Charges” for any services used that result in costs to the district (including utility and other associated charges and staff charges) as determined by the Director of Facilities or designee.

*Group C – Commercial Organizations and Private Parties –*

This group includes any person, group or organization seeking the use of school facilities for the purpose or benefit other than stated in A and B above, including commercial purposes. This group shall be required to pay rental fees per the district Rate Schedule, and any “Additional Charges” as determined by the Director of Facilities or designee.

It is the intention of the Governing Authority to make reasonable accommodations for Group B and C individuals and organizations who will pay a significant fee to use the district’s property or facilities, and the administration shall use its best efforts to reschedule or relocate activities for such purposes.

*School District Employees –*

Any employee of the school district who is not paid through the school district’s payroll office for involvement in any of the above activities shall be required to maintain insurance (inclusive of worker’s compensation, general liability and such other insurances as are required) in the amounts and in form and substance satisfactory to the school district, in its sole and absolute discretion.

Rules And Regulations

Any individual, group or organization granted the use of school facilities, property or equipment must comply with the following conditions:

1. The lessee shall assume full responsibility for maintaining and/or returning rented facilities, property or equipment to their existing condition at the time of the rental. Lessee shall assume full responsibility for damages or loss to school facilities, property or equipment during the term of the use and/or lease of the school facilities, property, or equipment.

2. The lessee must assume full responsibility for any injuries or liabilities resulting from the use of school facilities, property or equipment in connection with each and every approval and the following shall be incorporated into any agreement pertaining to the use of district property or facilities:
  - a. The individual or organization shall agree at all times during the agreement to use the property or facilities to maintain in full force and effect employer's liability, worker's compensation, public liability and property damage insurance with licensed and authorized insurance carriers within the Commonwealth of Pennsylvania, including contractual liability coverage for the hold harmless provisions below. All policy limits shall be in at least the minimum amounts recommended from time to time by the district's brokers and legal counsel. Coverages shall be reviewed no less frequently than annually. The district shall be named as an additional insured on all liability insurance policies for the entire term of the use or lease. District personnel shall receive copies of the required certificate insurance prior to permitting use by the individual or organization. The certificates of insurance shall accurately reflect the insurance coverages, including any and all limitations, exclusions and restrictions, and provide that in the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder.
  - b. The individual or organization shall agree to defend, hold harmless and indemnify the district, its officers and employees, against and for all liabilities, costs, expenses (including attorneys' fees and expenses of investigation), claims and damages which the district, its employees or agents, suffer or sustain or become liable for by reason of any accidents, damages, or injuries (including injuries resulting in death), either to the persons or property or both of the district, or employees of either party, or to any other parties, in any manner caused by or resulting from the negligence or willful misconduct of individual or organization or its employees or agents in the performance of this agreement; provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury or death to the extent caused solely by the gross negligence or willful misconduct of the district or its agents or employees.
3. Lessees in Groups B and C, unless specifically excused in writing by the Governing Authority, must provide evidence of liability insurance coverage in the amount of no less than one million dollars (\$1,000,000) bodily injury and property damage liability combined. Lessees in those groups shall name the district as an additional insured as set forth above.

<p>35 P.S. Sec. 1223.5 20 U.S.C. Sec. 7181 et seq</p> <p>10 P.S. Sec. 311 et seq</p>	<ol style="list-style-type: none"><li>4. The lessee shall provide his/her own equipment unless specific alternative arrangements are made with the building principal/athletic director.</li><li>5. Lessee will be responsible for the conduct of all persons present in connection with each and every facility use.</li><li>6. Lessee shall comply with the provisions of the district's prohibition of smoking and use of tobacco policy, as well as the use of alcohol, controlled substances or weapons on school property.</li><li>7. No food or beverages will be permitted in the gymnasiums or auditoriums at any time unless authorized by the Director of Facilities or designee.</li><li>8. Special equipment provided by the organization, such as scenery for plays or performances to be used by the group, shall not be used at or delivered to the facility involved without the group's first having received permission from the principal and Director of Facilities or designee for such use, as well as approval of the date(s) and time(s) such deliveries may be made.</li><li>9. Special equipment referred to in No. 8 above must be removed from the building and/or grounds within twenty-four (24) hours following completion of the activity, unless satisfactory alternative arrangements have been made with the principal.</li><li>10. All facilities and areas must be left in such condition that there will be no interference with the operation of the regular school session. If cleanup is required, district staff will be responsible either as part of tour or overtime, with such costs to be borne by the lessee.</li><li>11. It is understood that in all cases, the regular school program and student activity programs will take precedence over all outside requests to use school facilities, property or equipment.</li><li>12. All buildings shall be vacated by 10:30 p.m. Special permission may be obtained from the principal for use beyond the designated hour. Such permission is wholly within the discretion of the principal/Director of Facilities or designee.</li><li>13. Lessee is responsible for limiting the participation to those eligible under the group designation for which the premises were secured, and for the purpose for which the premises were secured. Any variance must be approved at least one (1) week in advance by the building principal/Director of Facilities or designee.</li><li>14. Alcoholic beverages, gambling, games of chance, lotteries, and raffles are strictly prohibited on district premises.</li></ol>
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15. All use-of-facility agreements are subject to modification or cancellation by the district for reasons of noncompliance with the terms and conditions of the agreement by the lessee or cleaning, maintenance and/or other school related-schedules, or exceptional circumstances (including emergencies) within the district.
16. All requests for extended or long-term use of a facility during the school term which are received prior to August 1 will be scheduled according to district priorities. Later applications will be processed on the date(s) received and considered based on available facilities. Group C is not eligible for extended or long-term use of a facility unless so authorized by the Governing Authority.
17. Stadium and athletic field rentals are subject to limitation to avoid excessive use and to allow for adequate restoration of such facilities. It is understood that the district reserves the right to suspend the use of any stadium or athletic field rental if at any time the district believes that the use of such stadium or athletic field would be unsafe, would potentially cause damage to the stadium or athletic field turf, including but not limited to situations of drought or excessive rain where athletic field use could implicate the longevity of the field.
18. Lining and marking of the stadium, athletic fields and any other grounds are to be performed by district employees only, and at the expense of the lessee, unless the property in question is not used in connection with core and essential school district facilities and is subject to a lease, license or other such agreement between the user and the school district.
19. Grounds immediately adjacent to district buildings are not available for public use for activities such as lawn sales and athletic events, unless approved by the Director of Facilities or designee in advance.
20. The district may require a security deposit to be held in an escrow account under appropriate circumstances, as determined by the Director of Facilities or the Superintendent, to secure compliance with these rules and regulations.

Procedures

1. All applications must be submitted in writing to the appropriate building principal and approved by the Director of Facilities with a non-refundable twenty-five dollar (\$25) application fee per type of activity for the period covered by the application (such period not to exceed one (1) season for the specific activity in question). All applications with regard to use of school district fields must be submitted in writing to the Director of Facilities or designee. A clear designation of the sponsor, the composition of the group, including the number of district residents who are composed of the group, the purpose of the activity, and a certificate of insurance as stated herein must be included.
2. The building principal, athletic director and/or Director of Facilities (or designee) will evaluate and process all applications as follows:
  - a. Group A requests may be authorized by the principal or Director of Facilities or designee without submission of an acceptable certificate of liability insurance.
  - b. Group B must request any use of school facilities and/or district fields with an application and an acceptable certificate of liability insurance.
  - c. Group C must request any use of school facilities and/or district fields with an application and an acceptable certificate of liability insurance.
3. The building principal/Director of Facilities or designee will communicate all decisions to the prospective lessees in Group A. The Business Office will communicate all decisions to prospective lessees in Groups B and C. Any disputes as to proper designation of an individual or organization within a particular group shall be resolved by the Superintendent and the Director of Facilities.
4. Building principals will coordinate with the Director of Facilities or designee all services including custodial, safety/security, and police coverage directly with the group contact person, with the costs, if any, to be borne by the lessee.
5. Building principals will coordinate with the Director of Facilities or designee regarding any location change. If location change is needed, the fee rate will be the lower of the two (2).
6. After the event, time sheets approved by the appropriate administrator will be forwarded to the Business Office. All district personnel must be paid through payroll.

7. The Business Office will prepare and send all invoices relating to the use of all facilities and/or district fields.
8. A surcharge for utility costs may be assessed, as appropriate, for certain events.
9. Any use of district facilities or equipment that does not follow these procedures can be revoked without notice to the lessee or user.

Additional Charges

1. All custodial personnel services shall be charged to the lessee at the prevailing contract overtime rate, including but not limited to applicable employee taxes, PSERS' contributions, and any other benefit contributions as calculated by the Business Office.
2. Set-up charges for rentals requiring chairs to be set up or similar labor charges will be at the rate stipulated in #1 above.
3. Appropriate charges may be made to the lessee for the use of electricity, other utilities and maintenance of the grounds or facilities as determined by the Director of Facilities and Business Office.

Use Of District Grounds

Responsible public use of district-owned outside play areas and grounds is encouraged. However, in order to protect the district property from vandalism or other abuse, the following shall be in effect:

1. Public use shall be limited to the hours of 8:00 a.m. to 8:00 p.m. unless specific written application for other use is approved by the Director of Facilities or designee.
2. Licensed vehicles may be operated only on driveways and parking lots.
3. Unlicensed motor vehicles, including but not limited to minibikes, snowmobiles, ATV's and the like, shall not be operated on district property.
4. Nonmotorized conveyances, i.e., bicycles, skateboards and the like, shall not be operated on district property.
5. Horseback riding, golfing, discharge of firearms or fireworks, and the walking of dogs or other animals on district grounds is prohibited.
6. Use of district grounds shall also be subject to any zoning requirements or other governmental or jurisdictional requirements.



7. Disposition of waste on district property shall be in accordance with district procedures and municipal, state, and federal requirements.

Other

Additional regulations may be promulgated by the administration for specific buildings.

Signs which summarize these district regulations shall be appropriately posted on district grounds, but the absence of such signs does not relieve users of facilities of the duties and responsibilities, as stated in the regulations set forth above.

References:

School Code – 24 P.S. Sec. 511, 775, 779

State Board of Education Regulations – 22 PA Code Sec. 403.1

Local Option Small Games of Chance Act – 10 P.S. Sec. 311 et seq.

School Tobacco Control – 35 P.S. Sec. 1223.5

Pro-Children Act of 2001 – 20 U.S.C. Sec. 7181 et seq.

Boy Scouts of America Equal Access Act – 20 U.S.C. Sec. 7905