LENAPE TECHNICAL SCHOOL

SECTION: PROPERTY

TITLE: USE OF SCHOOL FACILITIES

ADOPTED: January 15, 2004

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March 17, 2016
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	707. USE OF SCHOOL FACILITIES
1. Purpose	The primary purpose for all the facilities and equipment owned by the owned by the Lenape Technical School is to provide instruction for youth and adults. Therefore, priorities of use for all equipment and facilities will be given to the Instructional Program and its necessary support. The Joint Operating Committee recognizes that tax supported buildings should be made available to the Lenape Community during times when facilities and equipment are not being used by the Instructional Program. The Joint Operating Committee establishes that school facilities shall be made available for Community purposes, provided that purpose does not interfere with the educational program of the school.
2. Objectives	The objectives of this policy are as follows: 1. To maximize the use of facilities to enhance the educational, recreational and cultural development of the Lenape community. 2. To have a fair and systematic procedure for authorizing and allocating requests to use school facilities. 3. To provide regulations to control and supervise use of School facilities.
3. Definition	For the purposes of this Policy, the following words and phrases shall mean the following: 1. "Lenape Community" or "Community" is the geographical territory of the Apollo-Ridge, Armstrong, Freeport Area and Leechburg Area School Districts. 2. "School Affiliated Organization" means a group or organization sponsored by Lenape Technical School, School employee organizations, School student groups, clubs, activities and organizations, School booster clubs, School parent teacher organizations, or similar entities that are directly related to Lenape Technical School and its activities. 3. "Member District Organization" means a group or organization affiliated with or directly related to a member school district and its activities. 4. "Lenape Community Organization" means a non-profit organization or group that serves all or a portion of the Lenape Community. Examples of such groups are organizations that sponsor cultural activities, recreational programs, civic clubs,

	garden clubs, farm organizations, veterans' organizations, Lions, Kiwanis, Rotary, churches, etc. 5. "Governmental Organizations" means Commonwealth, County or local governmental agencies, PSBA, PASBO, and political parties or clubs.
4. Priorities	In the event of conflicts between potential users, the following shall be the order of priorities: 1. School Affiliated Organization 2. Member District Organization 3. Lenape Community Organization 4. Governmental Organization
5. Authority	The Joint Operating Committee establishes that school facilities shall be made available for the above users and purposes, provided that the purpose does not interfere with the educational program of the School. The following entities or individuals or users shall not be permitted to use school facilities: 1. Private social functions, such as weddings, receptions, birthday parties, family reunions, etc. 2. For-profit businesses, organizations or groups. 3. Informal athletic groups that are not affiliated with a local, state or national organization. 4. Others as determined by the Administrative Director / Joint Operation Committee. Request for use of facilities from outside the Lenape Community will be individually reviewed by the Joint Operating Committee on the basis of potential benefit to the School or the Lenape Community. As a general rule, school facilities will not be available for use on any Sunday. Request for use of facilities on a Sunday will be individually reviewed by the Joint Operating Committee, at its sole discretion, on a case by case basis. At a minimum, a request for Sunday use must justify why Sunday is the only suitable day of the week for the potential user.
6. Regulations	Unless otherwise noted, the following regulations shall apply to all users: 1. Request for building use shall be submitted in writing on a form provided by the School. Request must be submitted no later than ten (10) days prior to the Joint Operating Committee meeting immediately prior to the scheduled activity. 2. All requests must be approved by the Joint Operating Committee prior to use of facilities.

	3. Each user shall be required to execute an agreement to hold the School harmless and indemnify it for any and all liability, costs, fees or expenses that the District may incur as a result of the organization's or groups use of School facilities. 4. Organizations or groups using facilities will be held responsible for personal injuries or property damage, including damage to school equipment, which may occur during such use. The organization shall be liable for any such injury or damage that may occur as a result of the negligence, intentional acts, or omissions by any member of the organization, participant, guest or invitee. 5. All organizations and groups must secure liability insurance coverage in the minimum amount of One Million ($1,000,000.00) Dollars per incident and in the aggregate for purposes of protecting the School from liability for personal injury, property damage to the school facilities or equipment, or property damage to third parties. The School shall be named as an additional insured on said policy for purpose of the event or events. Proof of such coverage must be delivered to Lenape prior to the use of the facilities. Insurance coverage may be waived by the Joint Operating Committee for self-insured entities such as the Commonwealth or an organization whose use creates minimal risk of personal or property damage, such as use of a classroom for a meeting. 6. Use of facilities and all activities must terminate by 10:00 p.m., except where the Administrative Director recommends and the Joint Operating Committee pre-approves an extension for late hours. 7. All approved Saturday activities require all attendees to leave the premises by 3:00 P.M, except where the Administrative Director recommends and the Joint Operating Committee pre-approves an extension for late hours. 8. The use of alcoholic beverages is prohibited. 9. Unless such activity has been expressly authorized by the Joint Operating Committee or administration, gambling, games of chance, lotteries, raffles or other activities requiring a license under the Local Option of Small Games of Chance Act are prohibited. 10. Use of tobacco, and vaping products, including the product marketed as Juul and other e-cigarettes, as defined in the law, is prohibited in or on School grounds. Products approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such approved purpose are permitted, as long as the product is NOT inhaled. The Joint Operating Committee may designate specific areas for tobacco/nicotine use by the public on property owned, leased or controlled by the School that is at least fifty (50) feet from School buildings. 11. Possession, use or distribution of controlled substances prohibited by state or federal law. Medical marijuana products are prohibited by federal law. 12. The possession of weapons is prohibited. 13. Food or drink is not permitted in any area other than the cafetorium, without prior approval of the Administrative Director or appropriate personnel designated by the Administrative Director.

	14. Organizations or groups using facilities are responsible for observing all municipal, county or state fire and safety regulations. 15. All activities must be under competent adult supervision, which supervision shall be provided by the organization. 16. Use of school equipment will be supervised or performed by School personnel, unless Administration is convinced that a person designated by the user is qualified to operate such equipment. 17. Organizations or groups shall be responsible to leave the facilities in the same order as found; and to clean up any trash or debris left from the activity, unless School personnel are utilized for this purpose. This includes the cleaning of the kitchen and kitchen equipment, dishes, pots and pans, and utensils. 18. All users of computer labs must sign off on the School's computer acceptable use contracts. 19. Request to utilize food service equipment and the kitchen must be coordinated with the Coordinator of Food & Nutrition Services. All food prepared by an organization or group in the school kitchen shall be supervised by assigned Lenape personnel. The organization must provide all foodstuffs and any disposable supplies. 20. The Joint Operating Committee encourages events being catered by its Culinary Arts Students, under the supervision of Lenape Personnel, as a learning experience for these students. In the event the Culinary Arts Students cater an event for a user, the organization or group will be responsible for the costs of all foodstuffs and any disposable supplies. 21. When advertising or promoting activities held at School facilities, individuals and community groups shall clearly communicate that the activities are not being sponsored by the school.
7. Fees and Charges	User shall pay fees and charges as from time to time established by the Joint Operating Committee. The Joint Operating Committee shall adopt a schedule of fees and charges, which rates may be differentiated in accordance with the type of user. User types shall be as defined in this policy. All fees and charges must be prepaid. In the event there are charges for Lenape personnel costs, these charges shall be estimated and prepaid. Subsequent to the use, the organization or group shall be invoiced for additional personnel costs if the estimate was low, and shall be refunded if the estimate was high. Excepting Lenape Technical School affiliated organizations, all users shall pay an additional charge equal to the costs for extra janitorial service, cafeteria personnel, or other school personnel, as the case may be. Such costs will include wages (including overtime rates if applicable) plus all non-voluntary payroll withholdings. This includes any School personnel that the user may be mandated to utilize pursuant to this Policy.

8. Violations	The school reserves the right to remove from the school premises any individual or community group who fails to comply with the terms and conditions of this policy and established procedures. Any such individual may be treated and charged as a defiant trespasser. In the event an individual or community group violates this policy or the terms under which permission was granted to use school facilities, that individual or community group forfeits the right to submit future written requests to use school property, unless otherwise decided by the Joint Operating Committee.