

Williamsburg Community Policy Guides

SECTION: PROPERTY
 TITLE: USE OF SCHOOL FACILITIES
 ADOPTED: 9/15/87
 REVISED: 10/21/97
 1/20/94
 2/15/11

<p>707. USE OF SCHOOL FACILITIES</p>	
<p>1. Purpose</p>	<p>The Board recognizes that although the primary purpose of the school buildings, facilities and property is to provide students with an appropriate learning environment, the Board may make school facilities available to individuals and community groups without discrimination and in accordance with this policy, provided the use does not interfere with the educational program of the schools.</p>
<p>2. Authority</p>	<p>The Board will provide for the use of school facilities when permission has been requested in writing and has been approved by the Board in accordance with the following order of priority:</p> <ul style="list-style-type: none"> a. Requests by school related organizations b. requests by non-school related community activities
<p>SC 775</p>	<p>The use of school facilities shall not be granted for any commercial or profit making organization, any purpose which is prohibited by law or private social functions.</p>
<p>3. Delegation of Responsibility</p>	<p>The Superintendent or designee shall implement procedures for requesting and granting permission for use of school facilities and shall distribute the policy and procedures to individuals affected by them.</p> <ul style="list-style-type: none"> a. Any school equipment that is used in conjunction with requested facilities shall be identified at the time that the request for use of facilities is made. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use. Where rules so specify, not item of equipment may be used except by qualified operator. b. The Board shall be held harmless by the user for any liability that arises from the use of school facilities by a non-school related organization, individual, or activity. All groups using and/or renting facilities shall sign an agreement (Appendix A or B) that includes the following clause: “ The organization renting or using the facility will protect, defend, and save and keep the District, its directors, officers, agents, servants and employees forever harmless and indemnified against and from any penalty, fine, cost, claims, damages or charges imposed for any violation of any law or ordinance where occasioned by the negligence of the organization, or its agents, servants employees or any

individuals attending the event; and that the organization will, at all times, protect defend indemnify, save and keep harmless the District, its directors, officers, servants and employees against and from all claims, loss, costs, damages or expenses from any accident or injury to any person or property resulting from the negligence of the organization in any respect to comply with and perform all of the organization in any respect to comply with and perform all of the requirements and provisions of this Rental Agreement; and shall protect, defend, indemnify and save harmless the District, its directors, officers, servants or employees against and from any and all loss, cost, damage or expense arising from the organization's operations or activities on the premises herein let.”

c. Organizations using the facilities shall be required to provide a certificate of insurance, naming the school district as Certificate Holder to the school district business office ten (10) working days in advance of the date and time facilities are to be used. The minimum insurance limits may be required of \$300,000 CSL for personal injury and property damage. There may be times because of special events that a larger amount of insurance coverage will be required. This will be determined by district administration.

d. Users shall be financially liable for damages to the facilities and for proper chaperonage.

The Superintendent may waive the insurance requirement and/or the rental fee if the organization is offering to present a nonprofit activity which is instructive and beneficial to the school and community.

The Board shall establish annually a schedule of fees for the use of school facilities based upon the following factors.

- Use of kitchen facilities – Head Cook according to current contract.
- Use of facilities after scheduled work day hours – Custodial staff according to current contract.
- a. The use of school facilities for activities related to the educational program and district operations shall be without cost to the user, except that the users shall be responsible for any extra custodial fees and except that users shall be responsible for any police fees.
- b. The use of school facilities shall be without cost to the following – community service organizations, unless kitchen facilities are needed or after hour custodial fees apply.
- c. District residents who want to sponsor/coach an elementary team or

recreational program must comply with the following rules to use the facilities without charge:

1. All elementary and recreational programs will be with the approval of the Athletic Committee.
2. The program will be available to all Williamsburg (resident) students at that age or grade level. (This does not pertain to PIAA teams unless otherwise provided for in Board Policy.
3. Coaches must get Act 34, 151, and 114 clearances.
4. Elementary or recreational programs will use the old gym, unless special arrangements are made through the high school principal and high school secretary due to unique circumstances. It is not a practice of the Williamsburg School District to use the high school gymnasium during varsity sport seasons. Use of facilities would be in the priority of sixth grade through fourth grade and then following priority of third grade through kindergarten if the facilities are available. Community athletic and recreational activities would be considered after all high school activities.
5. All programs must be scheduled during custodial work schedules of the both buildings, Monday through Friday, unless a scheduled fee is assigned.

Letter of Request Process

A school sponsored group, individual or community group requesting permission to use school buildings, facilities or school property must submit a written request to the Superintendent or designee.

A letter of request for use of school facilities may be disapproved because of noncompliance with established policy and procedures by the Superintendent.

The letter of request must specify the portion of the school facilities requested for use; proposed activities; number of individuals participating; and the date, time and duration of the proposed event.

Along with the written request, community organizations or individuals, must submit the following:

- Evidence of organizational liability to limits required by district guidelines.
- Documentation evidencing the school district shall be held harmless by the user for any liability that arises from use of school facilities by the individual or group.

Request Evaluation

No letter of request to use school facilities shall be approved if the proposed activity would result in any of the following:

- Conflict with any school-sponsored activity.
- Sunday request.
- Access to school facilities closed due to renovations, maintenance, cleaning, the school calendar, or Board action.
- Access to school facilities containing equipment or furnishings which would be detrimental to the operation of district program if damaged or operated by an unqualified operator.
- The proposed use would prevent or encumber district personnel from preparing school facilities under this policy, such use shall be conditioned upon strict compliance with the following:

Limitations

When individuals and community groups receive written permission to use school facilities under this policy, such use shall be conditioned upon strict compliance with the following:

- All school sponsored groups, individuals, and community activities must terminate and all individuals and community group members must exit the elementary school premises by 6:00 PM and high school premises by 9:00 PM.
- 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 district.
- School equipment used in conjunction with requested facilities shall be identified when the letter of request is submitted. Users of school equipment must accept liability for any damage to or loss of equipment that occurs while in their use. Where rules so specify, no equipment may be used except by a qualified operator, provided by the school.

Prohibited Activities

The following activities are strictly prohibited in school facilities when school sponsored groups, individuals, and community groups are granted written permission to use said school facilities:

<p>SC 511</p> <p>10 P.S. 311 et seq 20 U.S.C.</p> <p>Sec. 7181 et seq 35 P.S. 1223.5</p> <p>35 P.S. 1223.5</p>	<ul style="list-style-type: none"> ➤ Possession, use or distribution of illegal drugs and/or alcoholic beverages. ➤ Possession of weapons. ➤ Conduct that would alter, damage or be injurious to any district property, equipment or furnishings. ➤ Conduct that would constitute a violation of the Pennsylvania Crimes Code, and/or state and federal laws and regulations. ➤ Gambling, games of chance, lotteries, raffles or other activities requiring a license under the Local Option Small Games or Chance Act, unless such activity has been expressly authorized by the Board or administration. ➤ Use of tobacco products. <p><u>Violations</u></p> <p>The school district reserves the right to remove from school district premises any individual or community group who fails to comply with the terms and conditions of this policy and established procedures.</p> <p>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 district property, unless otherwise decided by the Board.</p> <p>All school sponsored groups will be subject to procedure of the Handbook and Discipline Code.</p>
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WILLIAMSBURG COMMUNITY SCHOOL DISTRICT

FACILITY USAGE AGREEMENT

1. The organization using the facility will protect, defend, save and keep the District, its directors, officers, agents, servants and employees, forever harmless and indemnified against and from any penalty, fine, cost, claims, damages or charges imposed for any violation of any law or ordinance whether occasioned by the negligence of the organization, or its agents, servants, employees or any individuals attending the event; and that the organization will, at all times, protect, defend, indemnify, save and keep harmless the District, its directors, officers, servants and employees against and from all claims, loss, costs, damages, or expenses from any accident or other occurrence arising out of the use of the District's premises, causing injury to any person or property resulting from the negligence of the organization in any respect to comply with and perform all of the requirements and provisions of this Usage Agreement; and shall protect, defend, indemnify and save harmless the District, its directors, officers, servants or employees against and from any and all loss, cost damage or expense arising from the organization's operations or activities on the premises herein let.
2. Organizations renting the facilities shall be required to provide a certificate of insurance, naming the school district as Certificate Holder to the school district business office ten (10) working days in advance of the date and time the facilities are to be used. The minimum insurance limits may be required of \$300,000 CSL for personal injury and property damage.
3. Users shall be financially liable for damage to the facilities and for proper chaperonage.
4. All organizations or persons granted the use of schools shall assume the scheduled fee therefore, payable in advance.

ATTEST:

Organizational Representative

Date

1/2011

WILLIAMSBURG COMMUNITY SCHOOL DISTRICT

FACILITY USAGE AGREEMENT

1. The organization using the facility will protect, defend, save and keep the District, its directors, officers, agents, servants and employees, forever harmless and indemnified against and from any penalty, fine, cost, claims, damages or charges imposed for any violation of any law or ordinance whether occasioned by the negligence of the organization, or its agents, servants, employees or any individuals attending the event; and that the organization will, at all times, protect, defend, indemnify, save and keep harmless the District, its directors, officers, servants and employees against and from all claims, loss, costs, damages, or expenses from any accident or other occurrence arising out of the use of the District's premises, causing injury to any person or property resulting from the negligence of the organization in any respect to comply with and perform all of the requirements and provisions of this Usage Agreement; and shall protect, defend, indemnify and save harmless the District, its directors, officers, servants or employees against and from any and all loss, cost damage or expense arising from the organization's operations or activities on the premises herein let.
2. Users shall be financially liable for damage to the facilities and for proper chaperonage.
3. The use of school facilities shall be without cost to the following – community service organizations.

ATTEST:

Organizational Representative

Date

1/2011