

Director Procedure Number: DH104

Title: Use of School Facilities Section: Property

Use of EASTERN'S Facilities

EASTERN'S facilities should be made available for community purposes provided that such use does not interfere with EASTERN'S educational program EASTERN-sponsored activities.

A. LEASING OF EASTERN'S FACILITIES

In determining whether to recommend to the Joint Committee a lease of school facilities by a third party, the administration will apply the following criteria:

1. Preference for not-for-profit organizations over for-profit organizations.
2. Whether the lease will generate revenue for the lessee.
3. Impact on the EASTERN community.
4. Whether the lease requires the EASTERN to incur more than incidental costs.
5. The availability of the facility sought to be leased.
6. The potential for wear and tear of the leased facility
7. Whether the intended use of the facility is consistent with EASTERN'S mission and policies.

Notwithstanding these criteria, the Joint Committee retains sole discretion as to whether and to whom it leases EASTERN facilities.

B. GENERAL POLICIES ON USE OF SCHOOL FACILITIES

The rules and regulations pertaining to facility use are contained in the document attached as ATTACHMENT A "Facility Use Regulations." This document shall be provided to all users at the time a permit for use is issued.

Consequences of Failure to Abide by Rules and Regulations

Failure to abide by all policies rules and regulations regarding the use of EASTERN facilities property will result in the revocation of an organization's permit and **may result in denial of future permit applications by the organization in the future.**

Unauthorized use of school facilities

- a. The unauthorized use of school facilities will be prosecuted to the fullest extent allowed by Pennsylvania law. Under Pennsylvania law, entering and/or remaining on posted school property without authorization is a misdemeanor of the third degree. Refusing to leave EASTERN property after being asked to do so by a school employee, agent or official or a law enforcement official is a misdemeanor of the first degree. 18 Pa. C.S.A. §3503.
- b. Individuals or groups engaging in the unauthorized use of EASTERN's facilities will be responsible for any and all damage that results from the unauthorized use, including all replacement and repair costs, and will be responsible for any applicable fines. Such individuals or groups may also have their user privileges suspended or permanently revoked.

- c. "Unauthorized Use" means the use of EASTERN's facilities by a group that a) has not registered and filed an application for the specific date and time of the use of the facility and b) has not obtained prior, actual approval for the use.

FACILITIES USE REGULATIONS

Use of School Facilities

The Joint Operating Committee may permit use of the buildings and grounds of Eastern Center for Arts and Technology and may make such school property available for public use for civic or public purposes as the Board deems reasonable. Such use shall not interfere with the primary use of such school property for school purposes. The board shall reserve the right to cancel the use of any school property at any time.

Gambling, games of chance, lotteries, raffles or other activities requiring a license under the Local Option Small Games of Chance Act, are strictly prohibited in EASTERN facilities unless such activity has been expressly authorized by the Board or administration. Board approval is contingent upon the following criteria being met:

- Small games of chance are not permitted without a valid license issued by the applicable regulatory authority.
- No tobacco or alcohol is permitted to be served at any events.
- No one under 18 years of age and no high school students attending EASTERN may play small games of chance on EASTERN property.

The Director or his/her Designee shall see that appropriate procedures and fee schedules are established and maintained. The Director may waive fees and other permitting requirements set forth below for the Willow Grove Rotary, EASTERN foundation or other organizations acting for the benefit of EASTERN.

FEES ARE TO BE DETERMINED BASED ON THE ATTACHED SCHEDULE.

RENTAL GUIDELINES

Applications for use of the facilities should be made at least thirty (30) days in advance and applications made less than thirty (30) days in advance may not be accepted. Cancellations must be made 48 hours in advance or the permit holder may be held responsible for all charges.

For any Non-School or Non-School related usage a Contract is necessary for the use of school property. This contract must be signed by the Director or his/her Designee and lessee and sent to the Business Office not less than twenty-one (21) days prior to event. The Joint Committee reserves the right to reject a contract for the use of school facilities and/or equipment.

The permit holder agrees to save and hold harmless Eastern Center for Arts and Technology and agrees to assume responsibility for all liabilities arising incident to school facility use. The person or group must provide proof of insurance listing the Eastern Center for Arts and Technology as an additional insured. The amount of coverage must be a minimum limit of \$1,000,000 combined single limit bodily injury/property damage.

All programs shall be in strict accordance with the building rules of Eastern Center for Arts and Technology, and not in violation of the laws of Pennsylvania or of the United States. The Director or his/her Designee on duty shall be in full authority. Smoking, gambling, and use of intoxicants within the premises of the building are strictly prohibited.

The use of school equipment is permitted only through special requests and approval and when operated by a school employee or other persons authorized by EASTERN or its representatives.

All contracts issued are subject to cancellation with or without due notice for violation of the terms of the original contract as determined by the Director or his/her Designee.

The use of the building will be strictly confined to areas and activities designated or included in the contract. The applicant and his/her organization will be responsible for the compliance of these rules by all persons participating in or pertaining to the activity. In case of doubt, the school custodian or other representative of the school system on duty shall have immediate authority to stop the activity. Failure to comply with the rules and regulations will be sufficient reason to cancel future privileges of school facilities.

No furniture or equipment shall be used or moved without express approval in the contract or consent of the Director or his/her Designee.

EASTERN and its employees shall not be responsible for damage to or loss of property upon school premises sustained by applicant, participant in a program, or patron of any program held on school property.

No signs, displays, or materials may be attached to or nailed against the wall, window glass, woodwork, draperies, blinds, curtains, grounds, drives, etc., without expressed approval on the contract or consent of the Director or his/her Designee. When event is over, dismantle and remove everything from the premises.

The right of all concessions and sales of refreshments, sale of programs, pictures, etc., must be approved by the Director or his/her Designee.

Media and computer equipment may not be used by the lessee unless the expressly permitted by terms of the contract. If granted, there must be a EASTERN technology staff member on-site for the entire time.

Culinary Arts equipment may not be used by other school organizations without written approval by the Director or his/her Designee. When the food service has been requested, at least one EASTERN employee is to be on duty. The size and nature of the event will determine the number of employees required. The organization using the facilities is billed for the wages of said employee(s).

School facilities will not be rented if there is a probability of damage to the school facility by the lessee's use.

School facilities cannot be available free of cost to any non-school organization of Eastern Center for Arts and Technology unless special permission is granted by the Joint Operating Committee.

All rental of school facilities must stipulate that custodial or school employee services be provided by EASTERN and must be paid by the lessee. Custodial services will be charged by the hour with a two (2) hour minimum. Lessee must pay the rental, two (2) hour minimum custodial, and other charges as stated in the contract. The payment for rental and custodial charges must accompany the contract sent to the Business Office.

Any charges for custodial services over two (2) hours, charges for employees who operate equipment, and equipment use fees will be billed after the contract period. These additional charges must be paid within seven (7) days of receipt of the invoice. Payment for these services must be made payable to the Eastern Center for Arts and Technology and presented to the Business Office.

Any right or privilege granted to an organization shall not be transferred to any other organization or individual.

<u>FEE STRUCTURE for building usage during normal school hours as established annually by the Joint Operating Committee</u>	<u>HOURLY RATE</u>
Use of Assigned Meeting Area	\$20.00
Additional Fee for Technology staff	\$10.00

<u>FEE STRUCTURE for building usage at times other than normal school hours as established annually by the Joint Operating Committee</u>	<u>HOURLY RATE</u>
Use of Assigned Meeting Area	\$25.00
Additional Fee for Technology staff	\$15.00

APPLICATION PROCESS

1. The Facility Use Application form should be completed by all users whose activities are not school-system sponsored and submitted to the Assistant Directors Office. The Assistant Director will prepare the monthly Joint Committee agenda request for approval of all facility rentals.
2. Applicants shall clearly and accurately specify the sponsoring organization; the purpose of the activity; the number and ages of the expected attendees and/or participants; and the name, address, and phone number of the individual/group's designated representative on Facility Use Application Form.
3. A Certificate of Liability Insurance is required for all activities. A \$1,000,000 general liability coverage, with a \$5,000 medical payment endorsement is required.
4. The Assistant Director, through the Continuing Education department, approves the Application and submits any request(s) to Culinary Art and / or Technology as needed to support the requesting group.
5. The Assistant Director forwards the application, attachments and processing fees should be completed and turned in to the Business Office at least twenty-one (21) days prior to the beginning date of the activity.
6. The Business Office reviews the request, staffs the custodial needs, and, if approved, creates the invoice and the contract to be sent to the user.
7. The user group returns the executed contract, certificate of insurance, and all appropriate documentation with payment ten (10) business days prior to the first scheduled date of the activity.

FACILITY USE APPLICATION FORM

TO BE COMPLETED BY USER

Room Request: ☐ Seminar Room ☐ Theory Room ☐ Shop _____

Exact Dates and Hours Needed: _____

Name of User/Organization: _____

User/Organization is: (check one) Participating District Profit Non-profit

Federal tax I.D.# _____

User/Organization requests to use the technology available in the designated room ☐ Yes ☐ No

Applicant (Please Print)

(1) Name: _____

Day Phone Number _____

Address: _____

Evening Phone Number _____

Email Address: _____

FAX Number: _____

Number of Persons Expected (include audiences) **per day**: Adults _____ Children _____

Purpose: _____

Will the Event include gambling, lotteries, raffles or other activities requiring a license under the Local Option Small Games of Chance Act? _____ (If Yes, Board Approval is required)

Group Scheduled Beginning Time: _____ **Arrival Time:** _____

Group Scheduled Ending Time: _____ **Departure Time:** _____

The following attachments must be submitted with this application: (Incomplete Requests Will Be Returned for More Information before Processing)

- ☐ Seminar Room Rental Checklist, if applicable
- ☐ Signed Facility Use Guidelines for Community Users
- ☐ Signed Food Service Request
- ☐ Current Certificate of Liability Insurance: \$1,000,000 for General Liability coverage, with a \$5,000 medical payment endorsement is required, with Eastern Center for Arts and Technology listed as Certificate Holder.

Signature of Applicant

Date

Continuing Education will process the application when all information has been received.

TO BE COMPLETED BY EASTERN

PERSONNEL REQUIRED (check all appropriate):

- ☐ None
- ☐ Custodian _____ # hours/day
- ☐ Cafeteria Employee _____ # hours/day
- ☐ Staff Technician _____ # hours/day
- ☐ Student Technician _____ # hours/day
- ☐ EASTERN staff member

COMMENTS/Special Instructions

Approval of Assistant Director

Seminar Room Rental Check List

Event Name: _____
Group Name: _____ Event Date: _____
Address: _____ Start Time: _____
_____ End Time: _____
Phone Number: _____ Number of Guests: _____

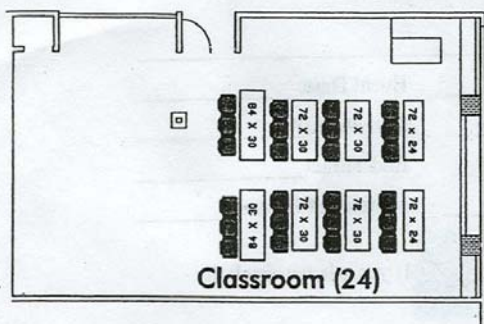
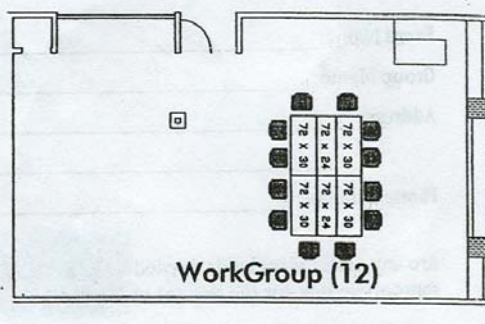
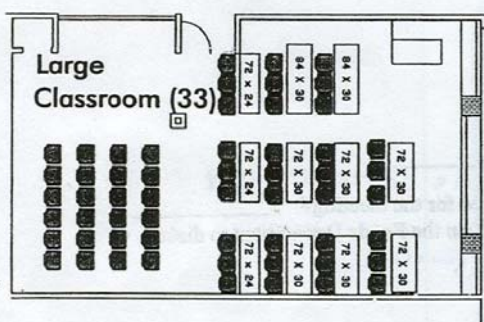
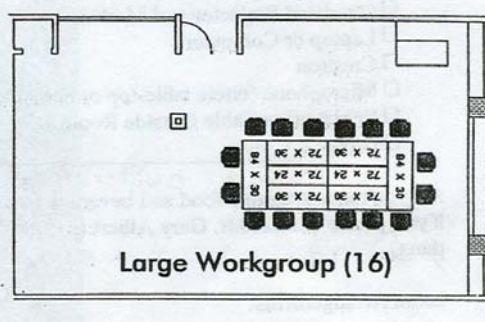
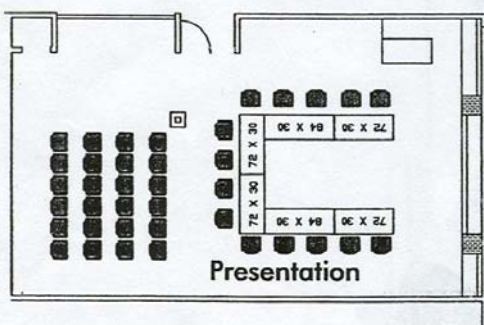
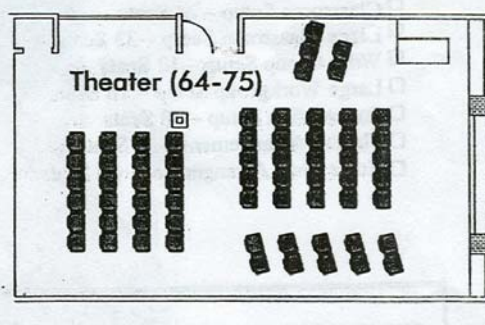
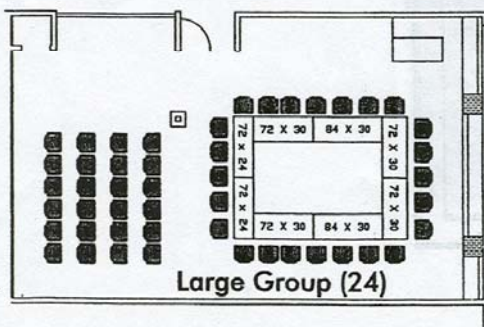
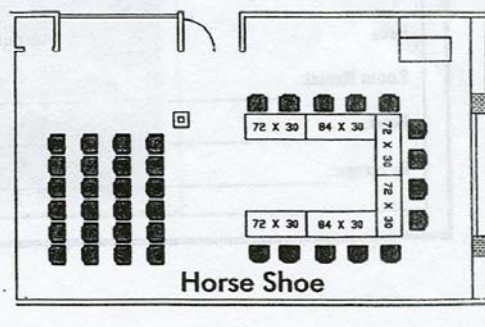
Are any audio visual aids needed? _____ If yes, please check the appropriate
box for the item(s) requested:

- ☐ Flip Chart and Markers
- ☐ Overhead Projector and Markers
- ☐ Laptop or Computer
- ☐ Crestron
- ☐ Microphone (circle table-top or hand-held)
- ☐ Registration Table Outside Room
- ☐ Other _____

- ☐ On-site Technology Support Required

Room Arrangements:

- ☐ Classroom Setup – 24 seats
- ☐ Large Classroom Setup – 33 seats
- ☐ Work Group Setup – 12 seats
- ☐ Large Workgroup Setup – 16 seats
- ☐ Presentation Setup – 38 seats
- ☐ Theater Arrangement – 64 seats
- ☐ Horse Shoe Arrangement – 38 seats
- ☐ Large Group – 24 seats



Food Service Request

Event Name: _____
Group Name: _____ Event Date: _____
Address: _____ Start Time: _____
_____ End Time: _____
Phone Number: _____ Number of Guests: _____

- | | |
|---|-------------------|
| ☐ Morning Beverage set-up | \$3.00 per person |
| ☐ Morning Pastry tray | \$4.00 per person |
| ☐ Luncheon Sandwich trays | \$8.00 per person |
| ☐ Luncheon Beverage set-up | \$3.00 per person |

Outside food and beverages may not be brought into the facility without the prior written approval of the Director or his/her Designee.

FACILITY USE GUIDELINES FOR COMMUNITY USERS

1. Employees of Eastern Center for Arts and Technology shall be treated with respect at all times.
2. Individuals/agencies may not rent, sublet, transfer, or assign their interest in, or umbrella the use of school facilities.
3. An adult supervisor (age 21 or older representing the user group) must be in attendance at all times to accept responsibility for:
 1. the care of the facility and equipment;
 2. the conduct of the group using the facility;
 3. confining the group's activities to area; and
 4. vacating premises and equipment assigned at arranged times.
4. The sponsoring organization is responsible for seeing that vehicles use prescribed parking areas only. In the event of damages to buildings, turf, or other equipment, the sponsoring organization shall be held liable and will be billed for repairs and/or replacement.
5. The user will be held responsible for one hundred percent (100%) of any damages to Board of Education property and/or equipment that occur in connection with the applicant's use of the facility.
6. Hallways are entrance and egress only.
7. Firearms and facsimiles thereof are prohibited on school property per state and federal statute.
8. Gambling, games of chance, lotteries, raffles or other activities requiring a license under the Local Option Small Games of Chance Act, are strictly prohibited in EASTERN facilities unless such activity has been expressly authorized by the Board or administration.
9. Alcoholic beverages, narcotics, controlled substances, and drug paraphernalia shall not be permitted on school premises.
10. The use of open fire or flames is not permitted.
11. Smoking, or use of any tobacco product, is prohibited in the facility at all times.
12. School facilities will not be structurally or cosmetically altered by the lessee.
13. Any misrepresentation by an organization or individual and/or abuse of any school system employee or property may result in immediate termination of the contract, including immediately vacating the premises and denial of that user's request for future use.

14. Mechanical equipment malfunction at the school will not automatically result in any refunds to the user.
15. All school related activities/events take first priority over the use of all school facilities.
16. At any time the administration closes the school for secondary students due to inclement weather or other emergencies, the building will be closed to all community groups and a full refund of any monies paid will be remitted.
17. When activities involve minors, children 16 and under, additional adult supervision must be provided on a ratio of at least one adult to 15 minors.
18. The presence of animals of any type in school facilities for performances or shows is prohibited.
19. The Assistant Director and the Business Manager have the right to require that a custodian or designee and/or Technology personnel be on duty during or after a function for clean-up and closing. Custodial and Technology personnel are paid by the organization requesting the facility, and will be included in the invoice.
 1. Custodial personnel will be responsible for opening and preparing the building for use; safeguarding other areas of the building not in use by lessee; ensuring that the building is properly secured after use has terminated; and inspecting the building to report any damage, abuse, and unusual circumstances to the building principal.
 2. Technology personnel will be responsible for the operation of all technology-equipment used by the lessee. No equipment may be used without EASTERN personnel on site.
20. Specified times on contract indicates when the applicant can enter and must leave facilities.
21. Facilities will not be rented later than 10:00 p.m. unless by special permission. This includes clean-up time.
22. Only school furniture provided for a particular facility may be used. Any re-arrangement of it must be done by the group renting the facility and with the permission of the Assistant Director or designee. There will be no changes made on the day of the event.
23. I have received and agreed to remit to EASTERN facility use fees as indicated in the policy along with payment for any requested food services.
24. I assume responsibility for all liabilities arising from school facility use, agree to save and hold harmless Eastern Center for Arts and Technology and provide proof of insurance listing the Eastern Center for Arts and Technology as an additional insured. The amount of coverage must be a minimum limit of \$1,000,000 combined single limit bodily injury/property damage.

READ AND SIGN BELOW

I, as the responsible party for the user group, have read, understand and agree to abide by the above *GUIDELINES FOR COMMUNITY USERS*.

_____	_____	_____
User Group Name	User Signature	Date
User Signature	Date	