

EPHRATA AREA SCHOOL DISTRICT

SECTION: PROPERTY

TITLE: USE OF SCHOOL FACILITIES

ADOPTED: February 11, 1991

REVISED: August 29, 2016

707. USE OF SCHOOL FACILITIES	
1. Purpose	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 for community purposes without discrimination, provided the use does not interfere with the educational program of the schools and complies with Board policy and district rules and administrative regulations.
2. Authority	<p>The Board shall permit the use of school facilities by nondistrict individuals and community groups during times school is not in session and facilities are not needed for district activities. Outdoor facilities shall not be available from sunset until sunrise.</p> <p>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. The Board retains the right to refuse the use of any school facilities where there exists a reasonable possibility of harm to property or persons or the disruption of the educational process, or for other reasons that are not discriminatory based on viewpoint of the applicant and that comply with all applicable laws.</p> <p>SC 775 The Board shall establish a schedule of fees for the use of school facilities by approved groups.</p>
3. Delegation of Responsibility	The Superintendent or designee shall implement administrative regulations or procedures for requesting and granting permission for use of school facilities and shall distribute the necessary information to individuals affected by them.
4. Guidelines	<p><u>No Use During School Closing/Early Dismissal</u></p> <p>Whenever inclement weather or other emergency condition results in District schools closing or dismissing students early, all events scheduled at District facilities – including District events (extracurricular activities and interscholastic contests) and the use of the District facilities by others – shall be postponed.</p>

SC 511	<p><u>Application Process</u></p> <p>An Application for Use of School Facilities form must be completed and submitted to the Director of Athletics, Student Activities, and Facilities at least 30 days prior to the use of the facility. Applications are available in the office of the Director of Athletics, Student Activities, and Facilities or on the School District website.</p> <p><u>Conditions of Use</u></p> <p>The conditions stated below and throughout this policy shall govern the use of school buildings by nonschool groups. It is important that the conditions be read and understood by all persons and groups renting and using school facilities.</p> <p>Employees who find that any facilities have been abused or damaged by a group using the facilities are required to report such damage immediately to the principal's office in the building where the damage occurred. The principal will submit a written report to the Superintendent or designee.</p> <p>There will be a school custodian or a school representative on duty or on call at all times when school facilities are in use. Conduct detrimental to the public interest or abuse of the building is not permitted. It shall be the duty of the organization sponsor to enforce this regulation.</p> <p>Sponsoring groups are responsible for the proper use of all school equipment and facilities. The building and equipment must be left in a clean, orderly condition. Failure to do so will result in appropriate charges to the sponsoring groups.</p> <p>Wherever possible, nonpaid rentals should be scheduled during regular custodial work hours.</p> <p><u>Prohibited Activities</u></p> <p>The following activities are strictly prohibited in school facilities when nondistrict individuals and community groups are granted written permission to use said school facilities:</p> <ol style="list-style-type: none">1. Possession, use or distribution of illegal drugs and/or alcoholic beverages.2. Possession of weapons.3. Conduct that would alter, damage or be injurious to any district property, equipment or furnishings.4. Conduct that would constitute a violation of the Pennsylvania Crimes Code, and/or state and federal laws and regulations.
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<p>10 P.S. Sec. 328.101 et seq Title 61 Sec. 901.701</p> <p>35 P.S. Sec. 1223.5 20 U.S.C. Sec. 7182, 7183</p>	<p>5. Gambling, games of chance, lotteries, raffles or other activities requiring a license under the Local Option Small Games of Chance Act, unless such activity has been expressly authorized by the Board or administration.</p> <p>6. Use of tobacco products.</p> <p><u>Classifications</u></p> <p><u>Group A – School-Sponsored or School-Connected</u></p> <p>This group includes any approved organization comprised of students, faculty, and parents/guardians and/or support staff of the District directly connected with the support of School District programs and students. This group may be exempt from the rental fees but will be charged labor costs associated with school personnel required to be present during the rental period.</p> <p><u>Group B – Nonprofit</u></p> <p>This group includes any nonprofit individual group or organization whose basic purpose, as a result of the use of school facilities, is primarily for the direct benefit of the residents of the School District. This group shall be required to pay rental fees per the District rate schedule unless a specific waiver of fees is requested and approved by the Board of School Directors.</p> <p><u>Group C – Profit-Making</u></p> <p>This group includes any person, group, or organization seeking the use of school facilities for a purpose or benefit other than those stated in Groups A or B above, including commercial purposes. This group shall be required to pay rental fees per the District rate schedule.</p> <p>Group C rates shall apply if a nonprofit group is being used in name only to host an event at District facilities for the benefit of a profit-making group.</p> <p>It shall be the right of the Superintendent or designee to determine the classification of any group wishing to use school facilities.</p> <p><u>Cancellations</u></p> <p>A written cancellation notice must be postmarked at least seven (7) days prior to the</p>
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rental date. Sponsoring groups will be responsible for the full rental fee unless the written cancellation notice is received within the time specified.

All use of facility agreements are subject to modification or cancellation by the District because of noncompliance with the terms and conditions of the agreement by the lessee. Additionally, the District reserves the right to withdraw the grant of use of the property at any time that the property is necessary for District use regardless of notice.

Food Service Facilities

Any activities which require kitchen services must be coordinated with the Food Service Department.

All school kitchens, cafeteria supplies, and equipment are not available for use unless a cafeteria worker is present at all times. The charge will be based on contracted rates.

Cafeteria service may be offered to school-related organizations and to groups that are too large to be served elsewhere in the community. Banquet menus and prices are available through the Food Service office.

The sale or distribution of food or beverages in school auditoriums or gymnasiums is prohibited.

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. Licensed vehicles may be operated only on driveways and parking lots.
2. Unlicensed motor vehicles, including but not limited to minibikes, snowmobiles, ATVs, and the like, shall not be operated on District property.
3. Nonmotorized conveyances (excluding bicycles), i.e., skateboards and the like, shall not be operated on District property.
4. Absolutely all vehicles are prohibited on the track and tennis courts at all times.

Liability

The Ephrata Area School District will not assume any responsibility of liability that may occur from a lessee or its guests using Ephrata Area School District facilities. The lessee assumes all liability for injuries to person(s), as well as loss and damage

	<p>to property, occurring as a result of its use of District facilities, and further agrees to indemnify and hold harmless the District from any liability, costs or damages (including attorneys' fees) arising from such use. In addition, the School District requires that any nonschool organization leasing District facilities provide a current certificate of insurance with minimum limits of \$1,000,000 per occurrence for bodily injury and property damage, unless the School Board approves a waiver of such requirement. The School District reserves the right to terminate a lease agreement if the necessary proof of liability insurance is not provided at least three (3) weeks prior to the scheduled event or preferably with the application.</p> <p><u>Rental Fees</u></p> <p>Rental fees cover the use of facilities, lighting, heat, and normal custodian costs during the activity.</p> <p>Overtime is charged when the custodian works beyond a forty (40) hour workweek.</p> <p>Arrangements for the use of extra facilities must be made at the time the fee is determined. Special requests involving labor and/or extra services will be charged at cost.</p> <p>SC 775 The rental fee is determined by the Director of Athletics, Student Activities, and Facilities, based on a fee chart approved by the School Board. The rental fee must be paid unless the School Board approves a waiver of such fee.</p> <p><u>Signage</u></p> <p>The posting of any promotional signs or advertisements on school grounds by groups using school facilities is prohibited unless prior approval is given by the Superintendent or designee.</p>
<p>SC 511</p>	<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>

References:

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

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

Department of Revenue Regulations – 61 PA Code Sec. 901.1, 901.701

Local Option Small Games of Chance Act – 10 P.S. Sec. 328.101 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

Board Policy – 000