

SUGAR VALLEY RURAL CHARTER SCHOOL

POLICY NUMBER: 707
SECTION: PROPERTY
TITLE: **USE OF SCHOOL FACILITIES**
DATE ADOPTED: NOVEMBER 2008
DATE LAST REVISED:

USE OF SCHOOL FACILITIES

PURPOSE

School facilities of the Sugar Valley Rural Charter School are available for community purposes, provided that such use does not interfere with the educational program of the schools.

AUTHORITY

The Sugar Valley Rural Charter School shall not deny or regulate access to its facilities based upon the contents of a group's message or expressive activities.

The Board shall provide for the use of school facilities when permission has been requested in writing and has been approved by the CEO in accordance with the following order of priority:

1. School organizations.
2. School-related organizations.
3. Nonschool-related community activities.
4. Private interest groups.

The use of school facilities shall not be granted for:

1. Any commercial profit making organization.
2. Partisan political activity.
3. Private social functions.
4. Any purpose which is prohibited by law

DELEGATION OF RESPONSIBILITY

The CEO shall develop procedures for the granting of permission to use school facilities and shall promulgate rules and regulations for such use which shall include:

1. Any school equipment that is to be 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, no item of equipment may be used except by a school approved, qualified operator.
2. The Board shall be held harmless by the user for any liability that arises from the use of school facilities by any nonschool-related organization, individual or activity.
3. Users shall be financially liable for any damage to the facilities.
4. All activities must terminate by 11:00 p.m. unless extended time is requested and approved in advance.
5. Users shall identify the estimated attendance and shall receive approval from the school for the number of chaperones to be at the event.

GUIDELINES

The Board shall establish annually a schedule of fees for the use of school facilities.

Charges – Various Groups

Group I – There shall be no charge for buildings or facilities when used by volunteer school-related groups and organizations, such as PTO, Band Parents, school-related, Alumni Association, etc.

Group II – There shall be no rental fee for buildings or facilities when used by community, civic, and service groups from within the bounds of Sugar Valley Rural Charter School when:

1. No admission is charged or offering solicited.
2. Meetings are open to the general public.
3. The renting group is nonprofit, nonsectarian and working for the welfare of the community/society in general.

Service charges shall be assessed, however, for custodian or other responsible personnel required being on duty when a facility is in use, because of the activity.

Group III – There shall be a rental fee in addition to the service charges required for buildings and facilities when used by community, civic, educational, and service groups from within the bounds of Sugar Valley Rural Charter School when an admission fee is charged or an offering is solicited. The rental fee shall be that set by the Board for the specific facility requested.

Cafeteria

A school cafeteria employee, properly trained in the use of cafeteria equipment, must be on hand to supervise when cafeteria equipment is being used.

Damage And Theft

The applicant shall be responsible for all thefts of school property, damage thereto, or destruction thereof, and shall upon demand reimburse the school for such thefts, damage, or destruction. Reimbursement shall be based on replacement cost.

Parking Of Automobiles On School Property

Applicants shall assume responsibility for providing necessary personnel to assure the proper parking of automobiles surrounding the school. An open traffic lane must be maintained around the

building at all times to provide adequate police and fire protection. The user organization agrees to reimburse and hold harmless the educational institution for any loss, damage or claims resulting in accidents that occur in or about available parking areas.

Auditorium Seating Capacity

Ticket sales shall not exceed the capacity of the facility being used. Capacity seating will have been attained when all seats are occupied in the auditorium/gymnasium of the school involved. Chairs must never be placed in the aisles. Standing is prohibited in the aisle.

Decorations

No equipment is to be brought into the building without approval. There shall be no installations of equipment, improvements or structures constructed on existing property or facilities by the applicant without approval of the appropriate administration.

All decorations used within the buildings must be as fireproof as possible and are subject to the approval of school officials. No open flame decorations, properties, or equipment shall be permitted. No decorations shall be fastened to the walls or ceilings with nails, screws, scotch tape, or other fasteners that would damage the finish of the wall.

The applicant, under the direction and supervision of the administration or head teacher, shall remove all decorations, furnishings, and equipment provided and installed by the applicant.

Insurance

The applicant agrees to assume all responsibility for damage claims or liability of any kind arising out of or by reason of its use of the school facilities and further agrees to save and hold the school harmless from any claims, liability, expense or cost in connection with that use of the school facilities. The Board may require the renters to furnish a bond or a certificate of insurance to guarantee or assume performance of this assumption of liability and indemnification agreement. The school is insured for liability damage hazards, but this insurance may not cover the applicant.

Subletting

After the application has been approved and signed by or on behalf of the Sugar Valley Charter School and by the applicant, it becomes binding upon the applicant.

The applicant may not assign, sublet, or transfer its right or privileges to any other individual, group or organization.

Responsibility

The applicant shall assign one (1) or more person to direct and to be responsible for the use of the facility during occupancy. The assigned person must be present during the time the facility is being used.

The property and facilities will be vacated and left in as good condition as when such use began. Unless payment is made for clean up and clean up is specifically requested, the property and facilities should be left in a thoroughly clean condition.

Expiration

The permission extended to any applicant to use the facility shall expire, as per the date of the application.

Services

A custodian or other responsible personnel must be on duty at all times when a facility is in use.

Right to Alter

The Board reserves the right to alter any of the regulations governing the use of school facilities.

REFERENCES:

School Code 511, 775 PA Code

Title 22 Sec. 403.1 10 P.S. 311 et seq

35 P.S. 1223.5 20 U.S.C.

Sec. 7181 et seq 20 U.S.C. Sec. 7905