

POTTSVILLE AREA **SCHOOL DISTRICT**



Application and Procedures For The Use Of School **Facilities**

Board Approved: August 21, 2013

POTTSVILLE AREA SCHOOL DISTRICT **PROCEDURES FOR THE USE OF SCHOOL FACILITIES**

1. Complete a “Building / Facility Use Application” form. Applications are available in the District Business Office and the District’s website: (<http://www.pottsville.k12.pa.us>)
2. Obtain a Certificate of Insurance certifying the user has \$500,000 liability coverage and \$100,000 for property damage in effect at the time of the rental. The certificate must list the Pottsville Area School District as an additional insured and certificate holder. **NOTE: This must be turned in with your application in order for us to process your application. No application will be processed without the certificate of insurance in the hands of the Business Office.**
3. Make all checks payable to the “POTTSVILLE AREA SCHOOL DISTRICT”.
4. Return the completed application, Hold Harmless Agreement, Certificate of Insurance and signed Individual Signature Form (page 12) to the Business Office of the Pottsville Area School District, 1501 W. Laurel Boulevard, Pottsville PA 17901. A minimum of thirty (30) days notice is required.
5. Any changes to the rental application must be communicated to the District’s Business Office in writing five (5) business days prior to the first event. Payment is required within ten (10) days prior to the first event and should be sent directly to the Business Office at the above-mentioned address.
6. A copy of the rental contract and an invoice will be returned stating terms of approval or denial.
7. **Effective July 1, 2013, all coaches, group leaders, sponsors, facilitators, etc., from community organizations working with children in the school district buildings and/or on the school district grounds must obtain and present to the Superintendent of Schools all of the following background clearances prior to becoming active in his/her position:**
 - a. **Act 34 – Criminal Background Clearance**
 - b. **Act 151 – Child Abuse Clearance**
 - c. **Federal Criminal History Record Information**

All clearances must be current and all coaches, group leaders, sponsors, facilitators, etc., who have an infraction listed on any of the previously stated clearances will have their records reviewed by the Pottsville Area School Board or its designee. All decisions on whether or not a person with an infraction listed on any of the clearances can serve in the capacity of coach, group leader, sponsor, facilitator, etc., can work with children on school district property will be made by the Pottsville Area School District or its designee.

POTTSVILLE AREA SCHOOL DISTRICT
BUILDING/FACILITY USE APPLICATION

DIRECTIONS:

This form is used to make application for a building use. Upon completion of this form, turn it into the District's Business Office. Normally you should allow two weeks for processing of your request. The form will be routed to the necessary personnel. If this request is approved, a letter will be sent to you from the Pottsville Area School District Business Office.

APPROVAL:

Your request will be approved in consideration of the following guidelines.

- Board Policy.
- School sponsored activities take precedence over outside group events; then earlier approved events take precedence over later requests.

FOLLOW-UP PROCEDURES:

Contact the Business Office to follow-up your request, or make changes.

Disapprovals may be appealed to the Superintendent's Office.

RENTAL FEES:

Organizations will be charged for the use of Pottsville Area School District facilities as per the policy and fee structure. Rental charges will be billed to you prior to event and payment is expected **ten (10) days** prior to the first event.

ADDITIONAL FEES:

Custodial overtime is charged to all groups using a facility when normal custodial coverage is not scheduled or additional time and/or custodial personnel are required for an event. Custodial rates include employee's hourly wage and all related benefits (based on hourly wage). For heating, cooling and electricity costs incurred by the district that would otherwise not be incurred due to non-use, groups may be charged a fee based on the Energy Surcharge Schedule. These charges will be billed to the organization following the event. Payment must be made directly to the Pottsville Area School District c/o Business Office, 1501 West Laurel Boulevard, Pottsville PA 17901 within thirty (30) days of receipt of invoice.

Security fees are charged to all groups who require security. These charges will be billed to the organization following the event. Security rates include the security employee's hourly wage and all related benefits (based on hourly wage). Payment must be made directly to the Pottsville Area School District c/o Business Office, 1501 West Laurel Boulevard, Pottsville PA 17901, within thirty (30) days of receipt of invoice.

All charges will be based on your actual use of the facility and included on an invoice sent to you after your event.

POTTSVILLE AREA SCHOOL DISTRICT
1501 W. Laurel Boulevard
Pottsville PA 17901

Re: Insurance Coverage

To Whom It May Concern:

Prior to actual use of school facilities, the approved applicant must furnish proof that it has in force a public liability insurance policy. Proof shall be in the form of a Certificate of Insurance in which the Pottsville Area School District is included as an additional insured and certificate holder. The term of the insurance must cover the entire period of use as indicated by the date and times covered in the application, including rehearsals. If use is limited to one day, the policy may be limited to the specific date and hours of use. The following are the minimum limits:

- A. \$500,000 each occurrence to include bodily injury and \$100,000 for property damage liability.

If the organization has in force a general liability insurance policy in limits equal to or in excess of those described above, a Certificate of Insurance for this policy will be accepted by the School District, provided the existing policy is endorsed to include Pottsville Area School District as an additional insured and certificate holder for the period of use of school facilities by the organization. The Certificate of Insurance **MUST** include the notation that the School District is an additional insured and certificate holder.

This Certificate of Insurance must cover all dates of use including rehearsal dates as well as performance dates **AND INCLUDE LANGUAGE, WHICH SPECIFICALLY COVERS ALL PARTICIPANTS AND SPECTATORS.**

This Certificate of Insurance must be in the Business Office of the Pottsville Area School District thirty (30) days in advance of the first use of the building.

PLEASE GIVE ONE COPY OF THIS MEMO TO YOUR INSURANCE AGENT.

POTTSVILLE AREA SCHOOL DISTRICT **USE OF FACILITIES**

PHILOSOPHY:

Since public schools belong to the people of the school district, and since plant facilities are established, maintained and operated by funds largely provided by local taxes, the Board accepts the responsibility for making the public school facilities available to the community for appropriate activities which do not infringe upon, nor interfere with, the conduct and best interest of the school system.

It is the Board's intention to grant the use of school facilities in accordance with board policy 707. Since use of school facilities does result in additional operational costs to the District, a fee schedule has been established to recover appropriate expenses and all groups requesting the use of district facilities will uniformly be assessed these fees. Board Policy #707 states:

Use of school facilities for activities directly related to the educational programs and district operations shall be without cost to users, except that the user shall be responsible for extra custodial and police fees.

GENERAL PROVISIONS AND PROCEDURES FOR USE OF SCHOOL FACILITIES

For the purposes of this policy and the regulations therein, facilities shall be defined to include all school district structures and surrounding district grounds and use of district services, equipment or any permits, copyrights, et al., to which the school district is licensee.

1. All requests for use of school facilities shall be made on application forms available in the Business Office and the District's website: (<http://www.pottsville.k12.pa.us>) These requests shall be submitted thirty (30) days prior to use in order to provide for normal processing.
2. The Director of Facilities, Athletic Director and Business Office's approvals indicate that the facilities are available and the required equipment is scheduled. In addition, the Head Custodian will be responsible for inspecting the designated rental areas *prior to and following* the renter's use. A list of any damage will be reported to the Business Office in writing immediately following the rented event.
3. School equipment and instructional apparatus shall be used only with the consent of the building principal and Maintenance Office. Modifications to electrical and mechanical systems shall be made only by the Facilities Director.
4. Preliminary approval of the building principal and athletic director shall be necessary on all requests for building permits to avoid conflict with school activities.
5. The Maintenance Office shall maintain a master schedule of building usage; consequently, a copy of all permits issued by building principals shall be forwarded to the Maintenance Office prior to the scheduled activity. The Business Office will invoice the proper organization.
6. The sale of refreshments must be stated in the Building / Facility Use Application and must be approved by the Facilities Director.
7. The use of buildings and facilities shall not directly or indirectly interfere with any school district program.
8. All performances, exhibitions, or clubs connected with the schools shall be under the immediate supervision of someone connected with the school in a professional capacity.
9. All tobacco products, alcoholic beverages and controlled substances are expressly prohibited in or on all School District facilities or property.
10. No outside equipment shall be brought into the school without permission of the building principal, Facilities Director, and the Athletic Director.

11. Chaperones, attendants, scoutmasters, sponsors, etc. (must be at least 21 years of age) shall remain in the building until all persons have left. The building shall be vacated at the time indicated on the permit.
12. Organizations must confine themselves to the rooms and corridors assigned to their use.
13. Any use of school equipment shall be on a rental basis and at the rate established by the district.
14. No gasoline, hazardous or toxic substances, explosives, oil, open flames, smoke machines or artificial lights shall be permitted in said buildings or on said grounds without the consent of the building principal, the Facilities Director and the Superintendent of Schools for the Pottsville Area School District.
15. Facility sidewalks, passageways, halls, stairways, seating and exits shall not be obstructed by the group or any other person.
16. No person shall be permitted to bring into the facility or keep therein anything that shall increase the rate of fire insurance on the facility. All decorative material should be flameproof.
17. No animals, excluding guide/seeing eye and drug detecting dogs, shall be brought into the facility or on School District property without the express consent of the POTTSVILLE AREA SCHOOL DISTRICT, and then only under such regulations as may be made by the School District.
18. Outdoor sports will not be allowed in indoor facilities unless approved by the building principal, the Facilities Director and the Athletic Director for the POTTSVILLE AREA SCHOOL DISTRICT.
19. Groups or organizations have the right to cancel the contract by providing in writing, a five (5) business day notice of cancellation. If notice is not received as stated, groups or organizations will be responsible for charges incurred until the five (5) day notice has been satisfied. Requests must be made to the Pottsville Area School District Business Office. Any changes to contract will also require in writing a five (5) business day notice to change contract. All changes are subject to approval of school principal, Facilities Director and the Superintendent and **all** requests must be made through the Business Office. Any cancellations that incur cost to the PASD will be billed to the renter (Ex. Cancellations on weekends).
20. Days when school is closed, cancelled or dismissed early due to any circumstances, ALL activities, including rentals, are cancelled. Pottsville Area School District officials make this decision.
21. No subleasing of school facilities shall be permitted.

22. The Pottsville Area School District will not assume responsibility of liability that may occur from a lessee using the Pottsville Area School District facilities.
23. The Pottsville Area School District shall not discriminate on the basis of sex, race, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, handicap, age or physical, mental, emotional or learning disability.
24. For events, which the **Board** determines to be in the broad spectrum of public interest, may waive the occupancy (rental), labor charges (including benefits), insurance requirements or any other charges. This can only be done if the Board formally approves such a motion at a regularly scheduled or special School Board Meeting. This procedure can only be enacted if the requester submits in writing the request to have any or all of the above items waived and/or changed and the specific reason why this request is sought. The reason for this Board waiver is to address any new items, cases, situations, etc. that are clearly identified within this policy. The Board reserves the right to reject any such requests made by a potential renter.
25. Renters are responsible for leaving school facilities in a neat, orderly fashion. The furniture arrangement in the rooms shall be left as originally found. If the facilities are not left in their original condition, the District reserves the right to charge for any additional work needed to return them to their original condition. **Inspections will be performed by Head Custodian before and after event. The District is not responsible for items that are left on P.A.S.D. school property, including when renters are not present.**
26. Repair of damage will be charged to the particular group concerned and the named adult in charge. The cost of the damage will be determined by the Facilities Director and the Business Office.
27. Advance bookings of the facilities will be limited to nine (9) months prior from the date of the first event.
28. The Pottsville Area School District is not liable to the user, its agents, employees, representatives, customers or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire or for any other cause occurring on or about the property.
29. Continual use of a school facility by any organization is contingent upon the organization taking proper steps to protect school property, to ensure complete safety, and to reimburse the Pottsville Area School District for expenses. If a principal or the Facilities Director feels the facility is being misused by any organization, it is the duty of the principal or Facilities Director to point out the problem to the organization so that misuses will be stopped. If problems continue to occur, the principal and/or Facilities Director shall investigate the complaint and determine whether the organization should be prohibited from any further use of the schools / facilities.

30. Heating and air conditioning are pre-programmed according to School District specifications for current conditions and should **not** be tampered with.
31. No advertising, materials or broadcasts shall name the facility, POTTSVILLE AREA SCHOOL DISTRICT, or any building or grounds either owned or operated by the Pottsville Area School District prior to the approval of the use of the facility in accordance with this Regulation.
32. No nails, tacks, staples, brad, or other things shall be driven into any portion of the facility. No changes, alterations, repairs, painting, staining or the doing of anything that will change the finish, appearance or contours of the facility will be permitted without permission of the Facilities Director or the principal.
33. Only stage tape will be utilized in School District facilities. The use of duct tape, masking tape, scotch tape or any other type of adhesive is **strictly prohibited**.
34. No cooking in school without authorization from the building principal, the Facilities Director and the Food Service Director
35. **No cooking or camping** (including motorhomes and tents) on school grounds.
36. No weapons on school property.
37. No food or drink in any district buildings with the exception of the cafeteria area, unless authorized by the building principal or the Facilities Director for the POTTSVILLE AREA SCHOOL DISTRICT.
38. Please be advised that there are no dressing rooms available on the premises. If necessary, both girls and boys lockers rooms can be made available. The School District will not be responsible for items left in locker rooms. If you feel security is needed to protect your equipment, it is your responsibility to do so.
39. Vehicles are **prohibited** on grass and sidewalks.
40. Where required, all federal, state and local permits must be obtained by the organization and a copy of said documents must be submitted to the Pottsville Area School District.
41. If the renter uses any telephone lines, video conference equipment or any other communication devices that incur cost to the PASD. These costs will be billed to the renter respectively. This includes any setup fees that may be charged for use of our equipment.

POTTSVILLE AREA SCHOOL DISTRICT INDIVIDUAL SIGNATURE PAGE

PLEASE SIGN AND RETURN

I, _____ have read and agree to follow the
(Signature)
attached Pottsville Area School District General Provisions and Procedures included within the
(Rental Policy #707 – Use of School Facilities) as well as any other conditions placed on me or
my organization by authorized persons of the POTTSVILLE AREA SCHOOL DISTRICT.

Organization

Rental Dates

Facility

Contact Person (PRINT)

Contact Phone Number

**HOLD HARMLESS AGREEMENT
WITH COVENANT NOT TO SUE**

The (Organization) _____ in consideration of being permitted to use the facilities of the Pottsville Area School District ("Pottsville Area"), such facilities being _____ ("Premises") and to conduct activities thereon or therein, agrees to the following terms and conditions.

The (Organization) _____ does hereby agree to save, hold harmless, defend, and indemnify Pottsville Area and any and all of its employees, officers, agents, directors, and administrators from any and all claims, demands, causes of action, damages, injury or liability of any kind to any person or property caused by or arising from the use of the Premises by (Organization) _____. In consideration for the use of the Premises, the (Organization) _____ agrees in the event any judicial action of any nature is initiated against Pottsville Area by any person(s) using the Premises in connection with activities initiated by the (Organization)

_____,
the (Organization) _____ will individually and /or in conjunction with its insurance carrier defend Pottsville Area in such judicial action and provide any indemnification. The (Organization) _____ agrees that it will acquire insurance in such amounts and with such coverage as required by Pottsville Area. Pottsville Area shall be listed as an additional insured on such policy of insurance. Pottsville Area will be supplied with a certificate of insurance evidencing such insurance coverage.

Furthermore, if any judicial action of any nature is initiated against the (Organization) _____ as a result of its use of the Premises, the (Organization) _____ agrees that it will not sue or join Pottsville Area in any action arising out of such use for any injury or damage.

The undersigned does hereby knowingly, voluntarily, and willingly execute this agreement as of the _____ day of _____, 20____.

	Signature _____
	Print Name _____
Witness _____	Title _____
	Address _____
	Phone No. _____

**THIS FORM MUST BE COMPLETED AND RETURNED WITH INSURANCE
CERTIFICATE BEFORE THE EVENT TAKES PLACE.**

Return to: Pottsville Area School District
Business Office
1501 W. Laurel Boulevard
Pottsville, PA 17901