

COMMUNITY USE OF DISTRICT FACILITIES GUIDELINES

FAIRVIEW SCHOOL DISTRICT
7466 McCray Road
Fairview, PA 16415

POLICY STATEMENT

It shall be the policy of the Fairview School District Board of School Directors to encourage community use of school facilities when such use is in the public interest and does not conflict with school activities. The proposed activity may not be one that by nature could damage the facilities or be inherently risky to participants.

REGULATIONS FOR USE OF DISTRICT FACILITIES

A. Procedure for Requesting Facilities

1. All requests for the use of facilities by **ALL** groups/organizations shall be made using the District's online facility request software program. Requests shall be submitted **at least 6 weeks prior to the date the specified facilities are desired.**
2. No reservation will be made until the application and **certificate of insurance** (required for all users) are submitted via the online facility request system and approved by the district.
3. Users will be billed after the event in accordance with the schedule of usage fee or rental charges. All checks should be made payable to the **Fairview School District, 7466 McCray Road, Fairview, PA. 16415.**
4. Organizations and groups using school facilities must designate **one adult** member of its group to be in charge of and responsible for the program or activity at the time application for use of the facilities is made.
5. The Fairview School District reserves the right to request an organization to pay for a facility manager, security protection, activity personnel and/or traffic supervision. Such requests will be at the discretion of Administration and at the expense of the lessee. All personnel shall be those who have been designated by the Fairview School District.

B. Restrictions in Use of Facilities

1. No group will be permitted use of school facilities if it interferes with school programs. The Fairview School District may cancel any permits for school use, should conflict with school programs develop. Notification will be given in advance of a cancellation.
2. It is a violation of law to carry a weapon on school property. If this provision is violated, the renting organization will be denied the privilege of any further rental for the remainder of school year.
3. Smoking, use of tobacco products and/or illegal drugs and alcohol is prohibited on **all** school property (indoor or outdoor). If this provision is violated, the renting organization will be denied the privilege of any further rental for the remainder of school year.
4. The sale or use of alcoholic beverages is strictly forbidden. If this ruling is violated, the renting organization may be denied the privilege of any further rental.
5. There will be **no eating in the gym, auditorium, or in any room** not reserved for that purpose.
6. Only gym shoes or sneakers shall be permitted on gym floors when they are used for sports.
7. Only gym shoes or sneakers shall be permitted when walking on the all-weather track.
8. Organizations using the auditorium are not permitted, at any time, to change the electrical or electronic circuits in that facility.
9. When stage facilities or audio-visual equipment is used, the organization will provide stagehands or operators to operate the scenery. However, district personnel must be used to operate **lights and the soundboard** at a rate of \$31/hour per employee. If District operators are not available, the facility request will be denied.
10. Putting up decorations or scenery, moving pianos or other furniture is prohibited unless special permission is granted by the district.

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11. Scenery or other property will not be stored in any auditorium or school building without special permission from the district.
12. The Board of Education assumes no responsibility for properties left on the premises by the applicant. If removal is required a charge may apply.
13. The Board of Education or its representatives must have free access to all school facilities at all times.
14. If snow plowing is required specifically for this event, the time will be billed at a rate of \$41 per hour at the district's discretion.

C. Responsibilities of the User

1. See Insurance Requirements (F1 and 2) for all coverages needed to be approved for your facility request.
2. A certificate of insurance with liability coverage of at least \$1,000,000 and naming the Fairview School District as an additional insured, must accompany applications.
3. The user of any school facility must assume full responsibility for damage, personal injury and liability related to the lessee's request. The lessee shall hold the district harmless as outlined in the Insurance Requirements.
4. Any Group using the facilities of the Fairview School District is required to restore to original condition any property destroyed or suffering from more than normal wear and tear. The Fairview School District shall be the sole judge of destruction of property or excessive wear and tear.

D. Use of Custodial, Cafeteria, Audio-Visual Staff

1. Whenever the service of any off-duty custodian is required, or if one is required to remain after the normal workday, the user will be billed at the rate outlined in the fee schedule for overtime including additional time for opening and closing the building (one half-hour before the arrival time of lessee (set up) and one-half hour after departure of all participants). The actual fee may exceed the rate in the fee schedule if the custodian's contracted pay rate dictates a higher rate.
2. Use of school cafeterias with kitchens for functions requiring catering service will be under the general supervision of the Fairview School District and Food Service Coordinator. A member of the cafeteria staff must be on duty at all times and will be billed at the rate noted in the fee schedule.
3. When using stage facilities or audio-visual equipment the user will be billed at the rate noted in the fee schedule (2 person limit) for **audio-visual** staff.
4. Payment for overtime will be made by the school district. The School District will then bill the organization for reimbursement. **At no time is an organization to pay the employee directly.**

E. Hold Harmless Clause:

1. Proof of Liability insurance coverage must be provided with minimum \$1,000,000 per occurrence and the Fairview School District must be listed as additional insured on insurance certificate.
2. The Organization agrees to indemnify and hold the Fairview School District Harmless of and from any and all liability for personal injury, property damage, or liability of any other kind whatsoever, in connection with the organization's use of the facilities, and agrees that it shall at its sole expense, defend any legal proceedings brought against the district for personal injury or property damage arising out of the use of the facilities in accordance with this application, and agrees to indemnify the District of and from any judgement entered against it.
3. The Campus of the Fairview School District is a tobacco and smoke free environment. Possession of weapons on the campus is prohibited. These district policies will be strictly enforced.

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F. Certificate of Insurance

1. The User(s) is to take out and maintain current throughout the term of this agreement a General Liability insurance policy with a reputable insurer, having an A.M. Best rating of A- or better, in which (a) the School is indemnified in an amount not less than \$1 million for any claims whatsoever (including injury to persons or damage to property) arising out of the use of the School premises by the User(s); (b) the School is named as an Additional Insured under the policy; and (c) the policy or a certificate of insurance must be produced to the School prior to use of the facilities. User(s) and the School agree that any insurance policies procured by User(s) that provide benefits or protection for the School shall be primary and that any policies procured by School that might happen to provide protection or benefits to the School arising out of User's use of the School premises shall be excess.

2. Insurance Requirements

- a. Proof of general liability insurance coverage must be provided. (Minimum \$1,000,000 per occurrence. Abuse and molestation liability applicable to organizations whose activities directly relate to children, coverage can be satisfied through the general liability insurance modified to include abuse and molestation coverage or through a standalone abuse/molestation form, limits must be equal to or greater than the general liability limits. Auto liability insurance with minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage, coverage must include owned, hired, and non-owned vehicles. Worker's compensation providing benefits as mandated by the state workers' compensation statute and employers' liability insurance with minimum limits of \$500,000 for bodily injury by accident and \$500,000 for bodily injury by disease. FAIRVIEW SCHOOL DISTRICT, 7466 McCray Rd, Fairview, PA 16415, must be named as additional insured on the general liability and auto liability insurances and this must be shown on the certificate of insurance.)
- b. Coverage must be written on an "occurrence" basis and shall be maintained without interruption from date of through the term of this agreement.
- c. Coverage naming FAIRVIEW SCHOOL DISTRICT as additional insured shall include an Endorsement specifying that the coverage of Organization using facility is primary to any other coverage available to FAIRVIEW SCHOOL DISTRICT, including, without, limitation, coverage maintained by FAIRVIEW SCHOOL DISTRICT wherein FAIRVIEW SCHOOL DISTRICT is the named insured, and that no act or omission shall invalidate the coverage.
- d. Organization using facility waives all rights of recovery against FAIRVIEW SCHOOL DISTRICT which the Organization using facility may have or acquire because of deductible clauses or inadequacy of limits of any policies of insurance that are secured and maintained by the Organization using facility.
- e. Organization using facility is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
- f. Failure of Organization using facility to obtain and maintain the required insurance shall constitute a breach of contract and Organization using facility will be liable to FAIRVIEW SCHOOL DISTRICT for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless FAIRVIEW SCHOOL DISTRICT provides Organization using facility with a written waiver of the specific insurance requirement.
- g. None of the requirements contained herein as to the types, limits, or FAIRVIEW SCHOOL DISTRICT approval of insurance coverage to be maintained by Organization using facility are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Organization using facility under this agreement, any other agreement with FAIRVIEW SCHOOL DISTRICT, or otherwise provided by law.
- h. Failure of Organization using facility to provide insurance as herein required or failure of FAIRVIEW SCHOOL DISTRICT to require evidence of insurance or to notify Organization using facility of any

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breach by Organization using facility of the requirements of District policy and administrative procedures shall not be deemed to be a waiver of any of the terms of policy or procedure, nor shall they be deemed to be a waiver of the obligation of the Organization using facility to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of Organization using facility and independent of the duty to furnish a copy or certificate of such insurance policies.

- i. The organization agrees to indemnify, defend and hold the FAIRVIEW SCHOOL DISTRICT harmless of and from any and all liability for personal injury, property damage, or liability of any other kind whatsoever, in connection with the organization's use of the facilities, and agrees that it shall at its sole expense, defend any legal proceedings brought against the district for personal injury or property damage arising out of the use of the facilities in accordance with this application, and agrees to indemnify the district of and from any judgement entered against it. The campus of the FAIRVIEW SCHOOL DISTRICT is a tobacco and smoke-free environment. Possession of weapons on the campus is prohibited. These district policies will be strictly enforced.

G. Cancellation

1. The School District encourages the use of facilities by a variety of groups. However, the district discourages groups from reserving facilities and then not using them. This practice restricts other potential users from gaining access. Therefore, the school district will charge **\$25** for each occurrence that a facility is reserved but not used. If the total charge for one school year reaches **\$100**, the group will be removed from the approved users list (if they are on that list) and may jeopardize future use of facilities. Cancellations will be accepted by calling the Director of Facilities up to **seven days** prior to the event. Cancellations may also be accepted on an emergency basis with prior approval from the Director of Facilities. Cancellations due to inclement weather will be considered an emergency.

H. Classifications

1. **Civic Users** - These are organizations or individuals from the local community who use the school facilities for civic purposes, such as voting, community meetings, informal recreation, and shelter in an emergency.
2. **Program Partners** - These are nonprofit organizations or other public agencies that use the school facilities and whose primary purpose is to provide programs and/or services that are designed and operated to advance the academic success of the children in the school.
3. **Community Users** - These are nonprofit organizations or other public agencies that use the school facilities and whose primary purpose is to provide programs and/or services that serve the local neighborhood or community, but are not explicitly designed and operated to advance the academic success of the children in the school.
4. **Private Users - Non-Profit** - These are nonprofit organizations that are using the facility to raise revenue.
5. **Private Users - For-Profit** - These are for-profit organizations and political groups that are using a facility for business purposes or political events and related as noted below. These include meetings of political parties, partisan political events, meetings of political action committees and groups, individual political candidates campaign events, and individual, group, or political party campaign committees and meetings for any local, state, or national public office

(See the fee schedule beginning on page 5)

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COMMUNITY USE OF SCHOOL FACILITIES FEE SCHEDULE - ALL RATES ARE HOURLY

(Rates not shown can be calculated when needed)

Facility	Building	Civic Users These are organizations or individuals from the local community who use the school facilities for civic purposes, such as voting, community meetings, informal recreation, and shelter in an emergency.	Program Partners These are nonprofit organizations or other public agencies that use the school facilities and whose primary purpose is to provide programs and/or services that are designed and operated to advance the academic success of the children in the school.	Community Users These are nonprofit organizations or other public agencies that use the school facilities and whose primary purpose is to provide programs and/or services that serve the local neighborhood or community, but are not explicitly designed and operated to advance the academic success of the children in the school.	Private Users Non-profit These are nonprofit organizations that are using the facility to raise revenue.	Private Users For-Profit These are for-profit organizations and political groups that are using a facility for business purposes or political events and related as noted below. <u>These include meetings of political parties, partisan political events, meetings of political action committees and groups, individual political candidates campaign events, and individual, group, or political party campaign committees and meetings for any local, state, or national public office</u>
Auditorium	High School	\$ -	\$ -	\$ 40.00	\$ 81.00	\$ 162.00
	Middle School	\$ -	\$ -	\$ 40.00	\$ 81.00	\$ 162.00
Cafeteria	High School	\$ -	\$ -	\$ 36.00	\$ 71.00	\$ 142.00
	Middle School	\$ -	\$ -	\$ 36.00	\$ 71.00	\$ 142.00
	Elementary School	\$ -	\$ -	\$ 36.00	\$ 71.00	\$ 142.00
Classroom	High School	\$ -	\$ -	\$ 4.00	\$ 8.00	\$ 16.00
	Middle School	\$ -	\$ -	\$ 4.00	\$ 8.00	\$ 16.00
	Elementary	\$ -	\$ -	\$ 4.00	\$ 8.00	\$ 16.00
Computer Room	Middle School	\$ -	\$ -			
Conference Room	High School	\$ -	\$ -			
Gymnasium	High School (upper)	\$ -	\$ -	\$ 40.00	\$ 81.00	\$ 162.00
	High School (lower)	\$ -	\$ -	\$ 26.00	\$ 53.00	\$ 105.00
	Middle School	\$ -	\$ -	\$ 40.00	\$ 81.00	\$ 162.00
	Elementary School	\$ -	\$ -	\$ 20.00	\$ 40.00	\$ 81.00
Kitchen	All Schools	\$ -	\$ -			
Large Instructional Room (LGI)	Middle School	\$ -	\$ -	\$ 16.00	\$ 32.00	\$ 65.00
	Elementary School	\$ -	\$ -	\$ 16.00	\$ 32.00	\$ 65.00
Library	High School	\$ -	\$ -			

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	Middle School	\$ -	\$ -			
	Elementary School	\$ -	\$ -			
Locker Room	High School	\$ -	\$ -			
	Middle School	\$ -	\$ -			
Multi-Purpose Room	Middle School	\$ -	\$ -	\$ 36.00	\$ 71.00	\$ 142.00
Pool	High School	\$ -	\$ -	\$ 30.00	\$ 60.00	\$ 121.00
Field, Baseball	High School	\$ -	\$ -	\$ 40.00	\$ 80.00	\$ 160.00
Field, Football / Lacrosse	Middle School	\$ -	\$ -	\$ 26.00	\$ 52.00	\$ 105.00
Field, Softball	Middle School	\$ -	\$ -	\$ 40.00	\$ 80.00	\$ 160.00
Field, Soccer	Middle School	\$ -	\$ -	\$ 26.00	\$ 53.00	\$ 105.00
Locker Room	Middle School	\$ -	\$ -			
	High School	\$ -	\$ -			
Restrooms	High School	\$ -	\$ -			
Stadium, Jack Bestwick	High School	\$ -	\$ -	\$ 40.00	\$ 80.00	\$ 160.00
Stadium, Jack Bestwick w/Lights	High School	\$ -	\$ -	\$ 60.00	\$ 100.00	\$ 200.00
Tennis Courts	High School	\$ -	\$ -			
Personnel						
Custodial	All Buildings	\$ -	\$ 31.00	\$ 31.00	\$ 31.00	\$ 31.00
Facility Manager	All Buildings	\$ -	\$ 41.00	\$ 41.00	\$ 41.00	\$ 41.00
Cafeteria	All Buildings	\$ -	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00
Maintenance	All Buildings	\$ -	\$ 41.00	\$ 41.00	\$ 41.00	\$ 41.00
Security	Buildings/Grounds	\$ -	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00
Audio-Visual	All Buildings	\$ -	\$ 31.00	\$ 31.00	\$ 31.00	\$ 31.00