



Book	Policy Manual
Section	700 Property
Title	Use of School Facilities
Code	707
Status	Active
Adopted	April 19, 2022

Purpose

The school district has developed and maintains its school facilities primarily for the education of the young people residing in the school area. In addition, it is the desire of the Board to make the school facilities of this district available for community purposes, provided that such use does not interfere with the educational program of the schools. This policy will make possible the maximum additional return upon the community investment in the school's facilities.

Authority

Building principals, the athletic coordinator, and the operations director will be responsible for approving facilities use requests through ML Schedules.

If there is any question of judgment in applying the terms or conditions for use of the buildings, the appropriate building principal, athletic coordinator, or operations director shall bring the matter to the Superintendent who may in turn refer the matter to the Board. All district facilities are for the educational program of the school district, which shall be paramount. Nevertheless, if the date does not conflict with an educational program of the school district, the group may reserve the date by setting a reservation date by submitting a request to the district by utilizing the ML Schedules program.

As requests for use of school facilities are received from school and community organizations, each organization will be categorized according to the following definitions. Fees will be assessed according to the classification of the organization and type of facilities requested. A schedule of fees is included as part of this policy.[\[1\]](#)

Definitions

Group 1 - Private, For-Profit Groups (in district or out of district)

Group 2 - Non-Profit Groups (out of district)

Group 3 - Non-Profit, School-Related Groups (in district) and Non-Profit Groups Not School-Related (in district) - school-sponsored organizations and any organization comprised of students, faculty, and/or support staff of the educational system (e.g., parent-teacher organizations, booster clubs, Little League, scouts, youth football and cheerleading, etc.)

All non-profit groups will be required to furnish the District with proof of non-profit status.

Guidelines

General Conditions

1. For Groups 2 and 3, rental fees shall be assessed only on days when there is no staff regularly scheduled in the building. This includes all Saturdays, Sundays and defined holiday periods.
2. For Group 1, rental fees shall be assessed on all occasions.
3. Group 2 and 3 activities shall be assigned custodial and/or maintenance workers at the discretion of the athletic coordinator or operations director. Any additional labor cost to the district shall be charged to the organization at the prevailing rate for the maintenance worker for outside activities or custodial worker for inside activities for the entire length of the activity.
4. If the use of facilities includes children or students, appropriate adult supervision, as determined by the administration, is required.
5. The organization shall comply with all rules and regulations regarding the use of the facilities.
6. The organization must assume full responsibility for damage or loss to school property in connection with this use.
7. The organization must assume full responsibility for any injuries or liabilities resulting from the use of the school facilities in connection with this use.
8. If the use of facilities includes children or students, the adult sponsor also assumes responsibility for all personal injuries, liabilities, and property damage and must remain on the premises during the entire activity until the last child has departed district property.
9. Activity supervisors for which the use of facilities has been requested must be at least eighteen (18) years of age.
10. School facilities are not proposed to be used and will not be used, to organize, foster, promote or conduct any activity which would violate any civil or criminal law, ordinance, regulation, order, directive, standard, policy, specification and/or instruction promulgated by any and all governmental units, including the School Board or its Superintendent.
11. Each organization shall be responsible for maintaining the cleanliness of area used. All areas shall be left in the same condition in which found.
12. No school equipment (this includes auditorium lights and sound systems) may be used except under the supervision and direction of authorized school personnel. Additional charges may be necessary in order to compensate such personnel.

13. Each organization shall be responsible for the conduct of all persons present in the building and grounds for the organization's activity and, in the event of damage of the building, grounds, or school equipment, the organization shall pay for the correction of such damage.
14. No smoking, tobacco use, nicotine and nicotine delivery products will be permitted in the building or on school property in accordance with school district policy. [\[2\]](#)[\[3\]](#)[\[4\]](#)
15. When the kitchen is used, arrangements must be made to have a regular cafeteria employee present. Cafeteria employee prevailing rates will be charged to the group/organization. Kitchen equipment may only be operated by a cafeteria employee.
16. Special equipment, scenery, etc. to be used by any group shall not be delivered to the facilities involved without first receiving permission from the building principal as to the date and time such deliveries can be made.
17. The Bloomsburg Area School District assumes no responsibility for equipment or supplies brought on the premises by the organization, its participants or spectators.
18. For Group 2 and 3 organizations, the district reserves the right to require security services as it deems necessary. Group 1 organizations will be responsible for scheduling security personnel for the event and must provide the District with proof of such prior to event.
19. All requests from organizations that are not school-sponsored must include a currently dated Accord or similar certificate of liability insurance confirming the requester as the Named Insured. The certificate must name Bloomsburg Area School District as the Certificate Holder and "Additional Insured." The minimum insurance coverage is \$500,000 for Bodily Injury and Property Damage per occurrence and \$500,000 aggregate.
20. Invoices for rental fees, maintenance and/or custodial fees and security services fees will be issued to all group and organizations within thirty (30) days of the completion of the activity. All invoices are due and payable thirty (30) days from the date of billing. Approval of a facility use request may be denied if the organization has outstanding unpaid invoices for prior activities.
21. All activities of all groups are automatically cancelled if schools are closed due to inclement weather. The Superintendent may grant an exception on a case-by-case basis. Weekend and holiday cancellations will be determined by the Superintendent.
22. All Group 2 and 3 activities must end by 9:30 p.m. on days when staff is regularly scheduled and no labor fee is to be assessed to the organization.
23. The district may require medical personnel to be at certain high-risk events (e.g., youth football games, basketball tournaments, elementary wrestling matches, etc.). In this case, the organization will be responsible for scheduling medical personnel for the event and must provide the District with proof of such prior to event.
24. As school-sponsored events are the District's priority, the District reserves the right to cancel or reschedule preapproved events of outside organizations for reasons such as event postponements due to inclement weather. The District will make every effort to avoid this situation if at all possible.

Anyone denied access may make an appeal through the Board Secretary to have their use of the buildings considered by the Board.

Fee Schedule

Rates Per Hour

	Group 1	Group 2	Group 3
Athletic Field - With Lights	\$125	\$63	\$0
Athletic Field - Without Lights	\$100	\$50	\$0
Auditorium	\$100	\$50	\$0
Cafeteria	\$50	\$25	\$0
Classroom	\$10	\$5	\$0
Gymnasium	\$100	\$50	\$0
Kitchen	\$30	\$15	\$0
Pool	\$100	\$50	\$0
Auditorium Worker	\$20	\$20	\$20
Cafeteria Staff	\$25	\$25	\$25
Custodian	\$30	\$30	\$30
Security Staff	\$30	\$30	\$30

Prohibited Activities

The following activities are strictly prohibited in school facilities when individuals and community groups are granted written permission to use said school facilities:

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.
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.
6. Use of tobacco products. For purposes of this policy, **tobacco use** shall mean all use of tobacco, including a lighted or unlighted cigarette, cigar, cigarillo, little cigar, pipe, or other smoking product or material and smokeless tobacco in any form including chewing tobacco, snuff, dip or dissolvable tobacco pieces.

For purposes of this policy, **nicotine** shall mean a product that contains or consists of nicotine in a form that can be ingested by chewing, smoking, inhaling or through other means.

For purposes of this policy, a **nicotine delivery product** shall mean a product or device used, intended for use or designed for the purpose of

ingesting nicotine or another substance. This definition includes, but is not limited to, any device or associated product use for what is commonly referred to as vaping or juuling.

Violations

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. [\[5\]](#)

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.

Legal

1. 24 P.S. 775
2. 18 Pa. C.S.A. 6305
3. 18 Pa. C.S.A. 6306.1
4. 20 U.S.C. 7973
5. 24 P.S. 511
- 24 P.S. 510.2
- 24 P.S. 779
- 61 PA Code 901.1
- 61 PA Code 901.701
- 10 P.S. 328.101 et seq
- 20 U.S.C. 7971 et seq
- 20 U.S.C. 7905
- Pol. 904