

Penn Hills Charter School of Entrepreneurship

Board of Trustees Policy

USE OF SCHOOL FACILITIES POLICY

1. Purpose
 - 1.1 Penn Hills Charter School of Entrepreneurship ("Charter School") shall endeavor to make full use of its facilities for the education of its students and where legally and economically feasible for uses that promote improved community services.
2. Delegation of Authority
 - 2.1 Within the guidelines of this policy, the Principal, shall have the authority to grant permission for the use of Charter School facilities and to develop regulations and assign responsibilities for such use.
 - 2.2 In the event of circumstances involving serious matters relating to the health and welfare of Charter School or its community, the Principal or her designee shall have the authority to provide use of Charter School facilities without cost to the users.
3. Guidelines
 - 3.1 Persons, Groups or Organizations who may use Charter School facilities:
 - (a) Any non-profit group or organization may use Charter School facilities provided that they do not illegally restrict membership, attendance, or leadership by reason of race, color, religion, creed, ancestry, age, sex, sexual orientation, physical handicap or national origin.
 - (b) Non-profit organization shall mean any community civic, cultural, athletic, educational, parent, youth, service or school organization or any governing authority, corporate or public, or any governmental body or any alumni association that desires to use Charter School facilities for social, recreational or other purpose.

3.2 Fees and Costs for facilities use:

- (a) The Principal or her designee shall develop a fee schedule that will fairly reimburse Charter School for any direct or indirect expenses incurred in making its facilities available for community use. The fee schedule shall be updated periodically to assure its accuracy.
- (b) Charges and fees set forth in 3.2(a) above shall be waived for the following:
 - (1) Meetings of the Parent Advisory Committee or any of its committees;
 - (2) Meetings of officially recognized alumni or alumnae organizations;
 - (3) Fundraising activities approved by the Board of Trustees;
 - (4) Meetings of scouting organizations serving the school community;
 - (5) In the event of an extreme emergency declared by the Governor, Borough or Emergency Coordinator or by the American Red Cross, Charter School facilities shall be made available as emergency shelters.

3.3 Insurance and Indemnification Requirements:

- (a) Persons, groups or organizations using school facilities for fundraising purposes shall provide Charter School with a certificate of insurance for a Comprehensive Public Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000) indemnifying the school against possible tort claims arising from such use.
- (b) The insurance shall be placed with insurers lawfully authorized to do business in Pennsylvania.
- (c) The company or agency which issues the Certificate of Insurance must provide a complete street address where it can be served with notice (Post Office box addresses will not be accepted) and a telephone number. The company or agency must certify that it is an agent of the insurance company issuing the policy and that its statement is subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.
- (b) Charter School shall not accept any policy (1) written on a claims made basis or (2) which only names Charter School as an additional

insured or (3) which is written only on an "excess or umbrella" basis or which carries any deductible or self-insured retention over \$500.00. However, deductibles or self-insured retentions may be declared to and approved by the Board of Trustees. If the deductibles or self-insured retentions are not approved, the user shall procure a bond guaranteeing payment of losses, investigation, claims administration and defense expenses up to the amount of the deductibles or self-insured retentions.

- (c) Charter School shall be named specifically as an additional insured on the liability policy of insurance and documented proof of same must be provided to Charter School prior to use of Charter School facility/property by a group.

3.3 Application for Use:

- (a) All prospective users of Charter School facilities shall apply in writing on a form to be supplied by the Principal or her designee. The application form shall include an indemnification agreement to be signed by the user and witnessed by the Principal or her designee.

3.4 Prohibited Activities:

- (a) Use of Charter School facilities for any illegal activity, including but not limited to gambling, and for any activity at which alcoholic beverages will be served is prohibited as is the use of tobacco or illicit drugs.
- (b) The use of equipment or materials on Charter School property which would be generally considered unsafe or dangerous to the user, other participants in the activity.
- (c) Commission of, or failure to control or prevent, acts of vandalism, disorderly conduct, violations of local ordinances, or violations of fire, liquor or criminal laws of the United States or the Commonwealth of Pennsylvania shall disqualify a person, group or organization from future use of Charter School's facility.

3.5 Use for Voting Purposes:

- (a) The City of Pittsburgh, acting through its Commissioners, shall be permitted to use Charter School facilities for voting, but the school shall be reimbursed for the cost of custodial and maintenance services as permitted by law. The Principal or her designee shall endeavor to reach an agreement with the Commissioners with regard to the placement of the voting booths to minimize disruption to instructional programs and to ensure that the safety of the children is not jeopardized by the presence of the voting public at the school on Election Day.

3.7 Responsibilities of User of Charter School Facilities:

- (a) The user must inspect the Charter School facilities prior to the commencement of the period of their use and must inform the Principal or her designee in writing of any defects which a visual inspection would reveal. If any defects are found, Charter School has the right to withdraw its prior authorization to the user to use Charter School's facilities.
- (b) The user assumes the care, custody and control of Charter School's facilities during the period of use. The user is responsible for the monitoring and supervision of all its events at Charter School's facilities during the period of use. Upon expiration of the period of use, the user must return to Charter School, the facilities in as good order, condition and state of repair as they were prior to their use by the user.
- (c) Charter School has the right to terminate the use of its school facilities by the user due to the user's non-compliance with the requirements of the policy. Abuse, misuse or vandalism of Charter School facilities by the user will result in the suspension of the user's future privileges to use available Charter School facilities.
- (d) The user is responsible for any personal injuries or property damages occurring at Charter School facilities during the period of use. The user must defend, indemnify and hold Charter School harmless from and against any losses or damages due to the user's non-compliance with the requirements of this policy and any losses, damages, claims and expenses arising out of any personal injuries or property damages caused by the user or which occur during the period of use.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE SCHOOL'S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL.

ADOPTED this day 23rd of October, 2014



President



Secretary