

Administrative Procedures for Use of School Facilities (Attachment for Policy No. 707)

Purpose

The purpose of these procedures is to provide clear and standardized processes, fees, and restrictions for reserving and using space in School District of Philadelphia (“District”) facilities.

Definitions

Customer: Any individual or entity who is requesting or using a District facility for any reason outside of normal school operations, whether they are paying a fee or using space free of charge.

External customer: An individual or entity who is requesting or using a facility for something other than a District-sponsored event or District business. This includes a District employee who wishes to request District facilities for personal, non-District related use.

Internal customer: A District individual or office who is requesting or using a facility for a District-sponsored event or District business.

Out-of-School-Time (“OST”) programs: Educational and/or enrichment programs run by non-profit organizations (“OST providers”). OST programs operate on weekdays after the traditional school day ends until 6pm. Many of these programs also operate six-week long, full-day summer programs at their host schools.

Site License: A required agreement between the District and any customer who has used District facilities more than 50 individual times during the customer’s relationship with the District, or will be using District facilities more than 50 individual times during the current school year.

Procedures

Process for Reserving Space

The process for customers to request a facility is as follows:

1. **Submission request:** The customer creates or logs into their Facilitron account at facilitron.com and submits a request for space. The customer will receive an email that their request has been submitted. Requests must be submitted at least ten business days in advance of the date of usage.
2. **Payment and documentation:** When payment is required, the customer must pay in full at least 10 business days in advance of the date of usage. External customers also must provide signed and dated indemnification agreement and Certificate of Insurance at least 10 business days in advance.

3. **Principal approval:** Principal reviews the request and within 3 business days either forwards the request to the Use of Facilities Department for further consideration or denies the request. For requests for athletic fields, the Use of Facilities Department will consult with the Office of Athletics to complete this step.
4. **Use of Facilities approval:** For principal-approved requests, the Use of Facilities Department reviews the request and within 5 business days either approves or denies the request.
 - a. In the event that a request is denied, the customer will be notified and will receive a full refund. Customers may request that the principal or Use of Facilities reconsider denied requests.
 - b. Use of Facilities will not override a principal's decision without prior consultation with the principal.
5. **Confirmation email:** The customer will receive a confirmation email after their request has been approved.

Cancellations

The customer may cancel the event up to 24 hours prior to the start of the event and receive a full refund.

Enforcement

The Department of Operations will enforce the charges, policy, regulations, and procedures after approving or disapproving a customer's request for use of a school facility. Each principal is responsible for enforcing compliance with these procedures in their own school building.

Limitations on Lengths of Time for Use

External customers requesting to use District facilities for more than fifty (50) days, whether individually or sequentially, will be required to enter into a site license agreement with the District, setting forth the time period of the use, the payment terms, and the rights and responsibilities of the parties.

The Use of Facilities Department will notify external customers who need to obtain site licenses. The Use of Facilities Department processes the request for the license, and the Office of General Counsel gives final approval to the request.

External customers requiring site licenses still must follow the above outlined request process to reserve space.

Use by OST Providers

Requesting Space

All OST providers must have a current legal agreement in place with the District and background clearances and insurance on file with the appropriate District offices. If these documents are not on file and current, any usage request will be on hold until the documents are submitted/updated.

The Office of Strategic Partnerships will maintain a list of all known OST programs and locations and share with Use of Facilities to indicate which programs shall not be invoiced for usage. This list will be updated as additional OST providers are authorized.

The process for becoming a designated OST provider on the list maintained by the Office of Strategic Partnerships and reserving space is as follows:

1. **Legal agreement:** OST providers must prepare and execute a legal agreement with the District.
 - a. Programs funded through the City of Philadelphia's Office of Children and Families (OCF) are covered by a Memorandum of Understanding (MoU) and do not need individual legal agreements for programming funded by OCF.
 - b. All other OST programs not covered by the above MoU must prepare and execute an agreement covering their program locations. These OST providers can contact the Office of Strategic Partnerships to prepare a School Partner Agreement (SPA) or work with another District central office sponsor to prepare an MoU.
2. **Documentation:** OST providers must submit valid insurance documentation and background clearances for any staff for whom clearances are required.
3. **Confirmation:** The District Responsible Official will send confirmation to the OST provider that all documents have been approved.
4. **Use of Facilities request:** OST providers should follow the reservation process for established external users. However, they do not need to submit an indemnification agreement or insurance if they have already agreed to an indemnity as part of the process of preparing and executing a legal agreement with the District and have a current certificate of insurance on file with the District.

If an organization requests the use of a District building, but is not on the list of providers maintained by the Office of Strategic Partnerships, that request will be processed as if it is a normal usage request and the organization will receive an invoice that corresponds with the fee schedule included in this document.

Using Space

During the school year, OST providers must begin dismissal by 6:00pm at the latest to ensure that all program staff and participants have left the building by 6:30pm. OST providers will be charged in accordance with the fee schedule for any use past 6:30pm. Failure to pay invoices for

any charges in a timely fashion may result in the revocation of an OST provider's privileges to use space at no cost during the specified times.

Summer Programs

Programs that have been approved to operate recurring OST programming during the school year can, if they submit a usage request before May 1, utilize space for full-day (i.e. 8:00am-6:00pm) summer camp programming for a maximum of six weeks. This six-week window is determined by the District each year and must not overlap with school year ending and/or start-up procedures.

Each spring, the Office of Operations will produce a list of buildings that will be unavailable for use over the summer because of planned construction projects. If an OST program's normal location is unavailable, the School District Responsible Official named in the legal agreement with the OST provider will assist in identifying a viable alternative location. However, the District cannot guarantee that an alternative location will be available for programs.

Responsibilities of Building Engineers

1. Ensure that the building is opened and closed on time.
2. Assign additional staff, if necessary due to the size and complexity of the event. The cost of additional staffing will be applied to the overall cost of the use of the facility by the customer.
3. Notify Use of Facilities if a customer exceeds the amount of time on the approved request.

Fee Schedule

Fees for using District facilities and fields are as follows:

Fee Schedule		
	Charge	Notes
Base rental	\$55 hourly	All events
Add-ons	Custodian - \$20 hourly per custodian	Need determined by size of event: <ul style="list-style-type: none"> • No additional custodian required for 99 attendees or fewer; building engineer serves as the custodian. • One custodian required for every 100 attendees after first 99 (i.e. one custodian required for 100-199 attendees, two custodians required for 200-299 attendees)

	<p>School Safety Officer - \$30 hourly per School Safety Officer</p>	<p>If an external customer uses a District facility for an event with 50 or more people, a building principal may require that a school safety officer be present.</p>
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Customers who use pools must also supply their own lifeguard.

Customer Categories

Internal customers can use District facilities and fields free of charge between 7am and 6pm Monday through Friday during the school year and between 7am and 3:30 pm Monday through Friday during the summer. Outside of these hours, internal customers receive an allotment of hours that they can use space free of charge. The allotment of hours for various parties is described in the below table. Internal customers must notify the Use of Facilities Department at buildingusage@philasd.org when they want to use hours from their allotment.

Hourly allotments			
Principals	1 - 1000 students	25 hours	<ul style="list-style-type: none"> Principals' hours are in addition to Back to School Night and Report Card Conferences. Principals may use their hours to allow Home and School Associations, School Advisory Councils, or Friends Of groups to use space.
	1001 - 2000 students	40 hours	
	2001 - 3000 students	55 hours	
	3001 - 4000 students	70 hours	
District offices	Talent	50 hours	<ul style="list-style-type: none"> Academic Support's hours include professional learning sessions and athletic events.
	Academic Support	1400 hours	
	Student Support Services	50 hours	
	Operations	50 hours	
	Schools	25 hours	
	All other offices (School Safety; Superintendent; Finance; Information Technology; Communication and External Relations; Evaluation, Research, and Accountability; the Board of Education)	10 hours	

OST providers may use District facilities free-of-charge between 7am and 6:30pm Monday through Friday during the school year and during the six week summer programming time frame.

External customers, with the exception of OST providers, must follow the fee schedule at all times.

Exceptions

Exceptions to this fee schedule require approval from the Office of the Superintendent, the Office of Operations, and the Office of Finance. Exceptions will only be made for governmental entities or government-funded programs. External users for whom exceptions are made still must meet insurance and indemnification requirements.

Responsibilities of External Customers

The customer must inspect the District facilities prior to the commencement of the period of their use and must inform the District in writing of any defects which a visual inspection would reveal. If any defects are found, the District has the right to withdraw its prior authorization to the customer to use the school facilities.

The customer assumes the care, custody, and control of the District facilities during the period of use. The customer is responsible for the monitoring and supervision of all its events at the school facilities during the period of use. Upon expiration of the period of use, the customer must return the school facilities in as good order, condition, and state of repair as they were prior to the event.

The District has the right to terminate the use of school facilities by the customer due to the customer's non-compliance with the requirements of Policy 707 and these administrative procedures. Abuse, misuse, or vandalism of the school facilities by the customer will result in the suspension of the customer's future privileges to use available school facilities.

The customer is responsible for any personal injuries or property damages occurring at the school facilities during the period of use. The customer, with the exclusion of internal customers, must defend, indemnify, and hold the District harmless from and against any losses or damages due to the customer's non-compliance with the requirements of Policy 707 and these Procedures and any losses, damages, claims, and expenses arising out of any personal injuries or property damages caused by the customer or which occur during the period of use.

The District is not responsible for any losses or damages occurring to the customer's property at the school facilities during the period of use. The customer must defend, indemnify, and hold the District harmless from and against any losses, damages, claims, and expenses arising out of any personal injuries or property damages caused by the use of the property belonging to the customer or the installation, erection, or use of any structures, machinery, or equipment belonging to the customer which occur during the period of use.

Insurance and Indemnification Requirements

An occurrence policy of Comprehensive Public Liability Insurance in the amount of not less than one million dollars (\$1,000,000) combined single limit per occurrence, or in such amount as the District may from time to time require, shall be required for all activities. The policy shall specifically cover any damage to the District's premises and property as well as contractual liability, independent contractor liability, personal injury perils, broad form property damage, completed operations, and products liability exposure. Policy will not contain a Sexual Abuse & Molestation Exclusion.

Such policy shall:

1. Be evidenced by a Certificate of Insurance identifying "The School District of Philadelphia" as an additional insured, on a primary and non-contributory basis, and
2. Bear a restrictive endorsement which provides that the policy applies only to the particular premises to be used by applicant and for claims arising out of injuries or damage occurring on the specific dates of the intended use.

Such policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced unless ten (10) days prior written notice by certified mail has been given to the District.

The user shall furnish the District with a satisfactory Certificate of Insurance reflecting the required insurance and cancellation notice endorsement prior to the use of the school facility.

The insurance shall be placed with insurers lawfully authorized to do business in Pennsylvania. The customer is responsible for informing the District of any exception. Approval must be obtained from the District for the use of foreign insurers.

The company or agency which issues the Certificate of Insurance must provide a complete street address where it can be served with notice (no Post Office box addresses will 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.

The District shall not accept any policy which:

1. Is written on a claims made basis,
2. Only names the District as an additional insured, or
3. Is written only on an "excess or umbrella" basis or carries any deductible or self-insured retention over \$500.00. However, deductibles or self-insured retentions may be declared to and approved by the District. If the deductibles or self-insured retentions are not approved, the customer 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.

The customer shall execute an indemnification agreement in form and content satisfactory to the Office of General Counsel. The District shall provide the required indemnification agreement to

the customer. The customer shall submit the indemnification agreement to the District prior to the use of the school facility.

Restrictions for Customers when Using Facilities

Customers that place restrictions on membership or leadership in their organization or group on the basis of race, color, religion, creed, ancestry, age, sex, sexual orientation, physical handicap, or national origin may not use school facilities.

Customers may not place restrictions on attendance at a program or event in a school facility on the basis of race, color, religion, creed, ancestry, age, sex, sexual orientation, physical handicap, or national origin.

Additionally, external customers may not use school facilities for non-educational purposes during instructional school time. All external customers must receive written approval from the Office of Facilities in order to use school facilities during school hours.

When using a school facility, customers and their visitors may not participate in the following:

1. Use of tobacco products, as outlined in [Policy 323](#) - Tobacco Product, Alternative Nicotine Product, and Vapor Product Use by Employees;
2. Possession, use, or distribution of illegal controlled substances and/or alcoholic beverages;
3. Possession of weapons, as defined in [Policy 218.1](#) - Weapons;
4. Gambling, games of chance, lotteries, raffles, or other activities requiring a license under the Local Option Small Games of Chance Act;
5. Violation of Board policy, local ordinances, the Pennsylvania Crimes Code, and/or state and federal laws and regulations;
6. Vandalism, disorderly conduct, or any other behavior that would alter, damage, or be injurious to any District property, equipment, or furnishings;
7. Activities involving the use of equipment or materials which may be unsafe or may pose a danger to the user, other individuals, or school facilities; or
8. Political campaigning.