

NORTHERN LEBANON SCHOOL DISTRICT

SECTION: PROPERTY

TITLE: USE OF SCHOOL FACILITIES

ADOPTED: May 12, 1987

REVISED: May 12, 1994

<p>1. Purpose</p> <p>2. Guidelines</p>	<p style="text-align: center;">707. USE OF SCHOOL FACILITIES</p> <p>Through the efforts of the Northern Lebanon School District, the best educational facilities have been provided for their children. Realizing the broad aspect of education, and that it is related to all ages, it is the desire of the Northern Lebanon Board to make available for use by the citizens of the Northern Lebanon area these facilities, when such use will not conflict with the school program and when such use will result in general community betterment.</p> <p><u>Application for Use of Facilities</u></p> <p>Written application for use of school facilities must be completed on forms provided by the school district for that purpose and submitted to the Superintendent or his/her designee at least thirty (30) days prior to the date of the requested use. The application should be made in the name of the group or organization and signed by an officer or other authorized representative.</p> <p>Applicants holding regular meetings throughout the year need file only one application at the beginning of each school year. Special events, however, must be covered by separate applications whenever they occur.</p> <p><u>Availability</u></p> <p>All applications for facilities are dependent upon the availability of the facilities. The school program and its organizations have prior right to use all facilities. School maintenance programs shall also enjoy priority. Approved nonschool groups will be assigned space according to the order of receipt of application.</p>
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User Groups

Charges for use of school facilities shall be levied according to user groups defined as follows:

Class A School-connected groups such as parent-teacher groups, athletic booster groups, band parents and alumni associations. To be included in this class, the group must be headquartered within the district and have the major part of its membership living within the school district. It must have a direct connection with one or more of the schools within the district and its primary emphasis must be to promote the improvement of educational, cultural, social, civic and/or recreational programs of the school. Also included in this group are the governing bodies of municipalities and their related committees, commissions, boards and authorities.

Class B Local nonprofit educational, cultural, social, recreational and religious organizations headquartered within the district and having the major part of their membership residing within the district but not organized primarily for promotion of school interests.

Class C All other groups and organizations.

Responsibility and Insurance for Damage Claims

The applicant agrees to assume all responsibility for damage claims of any kind arising out of or by reason of its use of the school facilities and further agrees to save and hold the school district, the school board and its officers and employees harmless from any claims, liability, expense or cost in connection with that use of school facilities. To guarantee and assume performance of this assumption of liability and indemnification agreement, user will furnish the school district appropriate bond or certificate of insurance under the following conditions prior to the date facilities are to be used:

1. When Class B and C organizations rent facilities to conduct programs that are open to the general public, whether or not admission is charged, the user will forward to the school business office documentary evidence of public liability insurance in amounts of not less than \$25,000 per person/\$50,000 per occurrence for bodily injury and \$10,000 for property damage. When Class B organizations rent facilities merely for the purpose of conducting meetings of their membership, no public liability insurance will be required.

2. When Class A organizations use facilities for the purpose of conducting programs with a relatively high exposure for public liability claims, such as donkey basketball games, sub-sandwich sales and food concessions, the user will forward to the school business office documentary evidence of public liability insurance in amounts of not less than \$100,000 per person/\$100,000 per occurrence for bodily injury and \$50,000 for property damage or combined single limit of \$100,000. For all other programs conducted by Class A organizations, users are urged, though not specifically required, to carry public liability insurance coverage for their own protection.
3. When Class A and B organizations are given permission to use outdoor facilities for games and practice sessions, users are required to carry public liability insurance coverage for their own protection. As an exception to this rule, all Class B organizations renting the high school stadium to conduct programs that are open to the general public, whether or not admission is charged, will forward to the school business office documentary evidence of public liability insurance in amounts of not less than \$100,000 per person/\$100,000 per occurrence for bodily injury and \$50,000 for property damage or combined single limit of \$100,000.

Subletting

After the application has been approved and signed by or on behalf of the Northern Lebanon School District and by the applicant, it becomes binding upon the applicant. The applicant may not assign, sublet, or transfer its right or privileges to any other individual, group, or organization.

Taxes

Any taxes to local, state or federal government are to be paid by the organization using the school facility.

Responsibility

The applicant will assign one person to direct and to be responsible for the use of the facility during occupancy. The assigned person is to be present during the time the building is being used.

Expiration

The permission extended to any applicant to use the school building or grounds within any school year shall expire automatically at the end of that school year (June 30) unless otherwise specified.

Payment

All charges must be paid to the school business office within thirty (30) days after receipt of billing. The billing will itemize all rental and additional charges, including the cost of police parking and protection services.

Revocation of Privileges

The Superintendent has the power to revoke permission if, in his/her judgment, proper use is not being made of the school facility.

Limitations of Use

Because the Board of School Directors is charged by law with the responsibility for providing, maintaining, and protecting school facilities, the right to deny the use of school facilities must be reserved when deemed necessary in the public interest. The following guidelines will be use in interpreting "the public interest":

1. The sponsoring organizations will conduct orderly meetings and such gatherings will not be of a nature to incite others to disorder.
2. Sponsoring organizations will not conduct meetings in which other persons or groups are abused, discriminated against or in any way deprived of their fundamental human rights.
3. Buildings or grounds shall not be used for a purpose which is unlawful.
4. School facilities may not be used for the financial gain of any individual or individuals or a private commercial enterprise. Individuals performing a service for students of the school district may utilize buildings with proper administrative approval and control.
5. The use of alcoholic beverages and tobacco in school buildings or on school grounds is prohibited. Smoking is permitted in designated areas only. Food and beverages may be served and consumed only in the cafeteria and designated hall and lobby areas.
6. School buildings shall not be used for parties or celebrations which are essentially private in nature. This exclusion includes birthday, anniversary and other similar parties.

7. There shall be no signs, banners, pennants, etc., placed in or on school buildings or on school grounds by any group except those associated with activities sponsored by the school or school connected organizations.
8. The applicant agrees to assume responsibility for confining spectators and participants to the rooms or parts of the building specifically included in the agreement.

Times of Use

1. On days that school is in session, buildings will be available only between the hours of 4:00 PM and 11:00 PM. Monday through Friday. On other days, buildings will be available between the hours of 8:00 AM and 11:00 PM.
2. Although not prohibited, Sunday use of the buildings is discouraged.
3. Normally, buildings will be opened one-half hour before the scheduled start of the program and closed one-quarter hour after the scheduled end of the program.
4. Building principals are authorized to approve requests for revisions to the approved dates and times as may be appropriate.

Services and Equipment Provided by the School

1. Custodial

A custodian or other responsible school person must be on duty at all times when a building facility or the high school stadium is being used. Services provided by the custodian include: unlocking doors, operation of lights, operation of heating and air conditioning systems, making sure exits are free from obstructions, assuring that fire regulations are being observed, setting up chairs and tables, normal cleaning and restoration of furniture to proper places for regular school use and securing doors and windows after the building is vacated. The custodian is in charge of the building and facilities.

2. Equipment

- a. When requested, the use of a microphone and the public address system is furnished without additional charge for the high school auditorium, the high school gymnasium and the elementary school all-purpose rooms. User must furnish operator.

- b. Rental charges for the high school stadium include the use of the public address system and a district-employed operator.
- c. Rental of or permission to use the high school stadium does not include the use of the concession/storage building or concession equipment. The concession stand will be operated by the student activity group or school-connected organization previously authorized by the Board and/or Administration to operate that facility.
- d. Rental charges do not include the use of the stadium scoreboard, projection equipment, projection booth, or special stage lighting equipment. See Appendix B for additional charges for equipment and operators.
- e. Rental charges for the high school auditorium and elementary all purpose rooms include the use of one piano.

Special positioning of the piano must be coordinated with the building principal in advance of the scheduled date of use. Except in very special circumstances, the organ in the high school auditorium is not available for use by nonschool groups.

3. Police Parking and Protection Services

The school administration will determine the need for all police services and will arrange for these services to be provided. Costs will vary, depending on the number of officers assigned and the type of duty required. The rental billing from the business office will include police service charges as indicated in Appendix B.

Use of Cafeteria Kitchens and Dining Halls

- 1. Use of kitchen facilities, equipment and services may be granted upon request, at the option of the Board of School Directors, under applicable state and federal regulations. Requests from nonschool groups will not be considered where such use places the school system in competition with commercial dining establishments.
- 2. Whenever the cafeteria kitchen facilities are used to prepare and/or serve food, at least one properly trained school cafeteria employee must be present to supervise preparation and use of the equipment. Where a banquet or other such meal is

Prepared and served in its entirety in a school cafeteria, the preparation must be performed by school cafeteria employees. When simple refreshments are served in the dining hall and no kitchen equipment is involved in the preparation, there is no requirement for a cafeteria employee to be on duty.

3. For banquets prepared by cafeteria employees, the using group will pay to the Cafeteria Fund the total cost of all food, supplies, labor and services incurred in the preparation and serving of the meal immediately upon conclusion of the event. Billings for banquets will be prepared by the Cafeteria Manager.

Damage and Theft

The applicant will be responsible for all thefts of school property, damage thereto or destruction thereof, and shall, upon demand, reimburse the school district for such thefts, damage, or destruction. Reimbursements will be based on replacement cost.

Seating Capacities

Ticket sales shall not exceed the capacity of the facility being used. There may be no chairs or standing in the aisles.

Decorations

1. No equipment is to be brought into a school building without approval.
2. There shall be no installations of equipment or alterations to existing facilities or equipment by the applicant without approval of school officials.
3. All decorations used within the buildings must be as fireproof as possible and are subject to the approval of school officials. No open flame decorations, properties, or equipment shall be permitted. No decoration shall be fastened to the floors, walls, or ceilings with nails, screws, scotch tape, or other fastener that would damage the finishes.
4. All decorations, furnishings, and equipment provided and installed by the applicant shall be removed by the applicant.

Emergency Closing of Schools

When schools are closed because of severe weather conditions or breakdowns in the physical plant, scheduled use of the building will be cancelled.

<p>School Code 511, 775</p> <p>PA Code Title 22 Sec. 12.9</p>	<p><u>Right to Refuse</u></p> <p>These regulations do not create any rights to the use of school buildings and grounds. The Board of School Directors reserves the right to refuse any individual or organization use of school buildings and grounds at any time.</p> <p><u>Review</u></p> <p>The Board of School Directors and/or the Superintendent in matters relating to after hours use of school facilities is empowered to review any action taken hereunder and its affirmance, modification, or reversal of that action shall be final.</p> <p><u>Right to Alter</u></p> <p>The Board of School Directors reserves the right to alter any of the regulations governing the use of school facilities.</p> <p><u>Authority to Grant Approval</u></p> <ol style="list-style-type: none">1. The Superintendent or his/her designee has authority to approve proper requests for use of school facilities submitted by Class A organizations. Questionable or unusual requests may be referred to the Board of School Directors when the Superintendent sees fit.2. Requests from Class B and C organizations shall be reviewed by the Superintendent and submitted to the Board of School Directors for consideration if facilities are available and the requests proper.
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