

Book: Policy Manual

Section: 700 Property

Title: Use of School Facilities and Equipment

Code: 707

Status: Active

Legal

1. 24 P.S. 775

2. 24 P.S. 510.2

3. 20 U.S.C. 7182

4. 20 U.S.C. 7183

5. 35 P.S. 1223.5

6. 24 P.S. 511

24 P.S. 779

10 P.S. 328.101 et seq

61 PA Code 901.1

61 PA Code 901.701

20 U.S.C. 7181 et seq

20 U.S.C. 7905

Adopted: March 10, 1997

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**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 these facilities available for use by the citizens of the school area when such use by the citizens will not conflict with the normal school program and when such use will assist in general community betterment. This policy will make possible the maximum additional return upon the community investment in the school plants and equipment.

**Authority**

Applications for the use of all buildings and/or grounds must be made to the office of the Director of Support Services. Such applications must be signed by the responsible individual who is the coach or a duly authorized officer of the organization making the application. Before any application, as aforesaid, shall be acted upon by the Director of Support Services or designee, it shall receive the approval of the principal of the particular building and/or grounds appurtenant thereto.

Requests not covered by the policy and requests requiring an exception to this policy will be considered on an individual basis by the Board at its regular meeting. Requests should be submitted at least thirty (30) days in advance of the date needed in order for there to be sufficient time for all necessary approvals.

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**

1. **Group A** shall be school-sponsored activities and school support organizations. Any organization comprised of students, faculty, and/or support staff of the educational system including the Northern Lehigh Education Foundation, PTO, Booster Club, and Band Boosters. A **booster organization** is defined as a group of parents of the students in a school-sponsored activity with a stated purpose of providing assistance to the activity. For example, the Band Boosters is comprised of the parents of the current NLSD band members.
2. **Group B** shall be individuals, businesses and other organizations with a primary address within the boundaries of the Northern Lehigh School District.
3. **Group C** shall be individuals, businesses and other organizations with a primary address outside the boundaries of the Northern Lehigh School District.

The Director of Support Services is responsible for maintaining a list of organizations with the applicable group designation. The list shall be presented annually, in the month of June, to the School Board for approval and shall be published on the district website.[\[2\]](#)

### **Guidelines**

#### **General Guidelines**

1. For Group C, rental fees shall be assessed on all occasions.
2. Group B and C activities shall be assigned custodial and/or maintenance workers at the discretion of the Director of Support Services. 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. The prevailing rate shall be calculated as two (2) times the hourly rate for activities on Sunday, and one and a half (1.5) times the hourly rate for activities on other days. The prevailing rates shall be published on the district website.
3. Use of the buildings and/or grounds before 12:00 noon on any Sunday is strongly discouraged. Any activity that has been permitted to start before noon on a Sunday in the past is considered grandfathered and shall be permitted to start before noon in future years. Any request for a new activity to start before noon on a Sunday shall require Board approval.
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 twenty-one (21) 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 tobacco use will be permitted in the building or on school property in accordance with school district policy. **Tobacco use** shall be defined as use of a lighted cigarette, cigar, pipe; other lighted smoking product; vaping products; and smokeless tobacco in any form. [\[3\]](#)[\[4\]](#)[\[5\]](#)
15. When the kitchen is used, arrangements must be made to have a regular cafeteria employee present.
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, or Director of Support Services, as to the date and time such deliveries can be made.
17. The Northern Lehigh School District assumes no responsibility for equipment or supplies brought on the premises by the organization, its participants or spectators.
18. It is the responsibility of Group B and C organizations to hire and remunerate an appropriate number of security/police for events where crowd control or parking supervision is needed. This may include dances, basketball games, stadium activities and other spectator events. Security/Police must be present one (1) hour prior and a half (1/2) hour after the activity. The district reserves the right to require security/police services as it deems necessary, and the cost will be billed to the user group.
19. All group B and C requests must include a certificate of liability insurance listing the Northern Lehigh School District as a loss payee. The minimum insurance coverage is \$500,000 single occurrence and \$500,000 aggregate.
20. Invoices for rental fees, maintenance and/or custodial fees and security services fees will be issued to Group B and C 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 Director of Support Services and the Athletic Director, in conjunction with the Superintendent or his/her designee.
22. All Group B and C activities must end by 10:00 p.m. on days when staff is regularly scheduled and no labor fee is to be assessed the organization.
23. The use of school district grounds for the purpose of practicing golf shots by an individual is not permitted unless an individual or group of individuals is a part of a school-sponsored activity and is under the direct supervision of the designated advisor to such an activity.
24. The only buildings available for use on a Saturday is the Middle School, High School, and Bulldog Stadium, unless the Superintendent or his/her designee approves use of an alternate building.
25. At the time of approval, if the district deems additional district staff coverage is required, the cost of the additional staff will be billed to the user group.
26. If a Group B organization requests the use of a facility on a Sunday, they will be responsible for the cost of labor to be present at the event. No Group B organization will be charged a facility rental fee on any day, including Sundays. If the district approves a Group B event on a Monday through Saturday and then unilaterally reschedules the Group B event to a Sunday, there will be no labor fee charged. If a Saturday time slot is available for a Group B event, but is too late in the day for youth participants (grades K-6), the Superintendent reserves the right to waive the Sunday fee for labor.

Auditorium - High School, Middle School

Dining Room - High School, Middle School, Slatington (1)

Gymnasium (2) - High School

Gymnasium (2) - Middle School

Classroom - High School, Middle School, Slatington and Peters Elementary

Multi-purpose/Gym Room - Slatington

Multi-purpose/Gym Room - Peters

Stadium Football Field/Track  
Use of lights for up to 4 hours

No kitchen facilities shall be for use of an organization unless authorized cafeteria personnel of the school district are on duty. A charge for such services shall be as set by the Collective Bargaining Unit Agreement.

If any gymnasium equipment (time clocks, mats, etc.) is required, arrangements must be made with the Athletic Director prior to the event.

## Use of Refreshment Stand

The refreshment stand is operated under the authority of the school district. All funds raised in the operations will be deposited in a district-controlled enterprise account. The Athletic Director will be responsible for supervising the refreshment stand and enterprise account.

The Athletic Director will also be responsible for the following:

1. Assigning individuals or groups to use the refreshment stand.
2. Assigning the person or persons in charge of collecting and accounting for proceeds from each event.
3. Developing a formula for which refreshment stand funds can be designated for use by individual Northern Lehigh athletic programs.

At the discretion of the Athletic Director, the refreshment stands may be used by organizations. In the event of such usage, the organization is responsible for bringing their own goods for sale and for cleaning the stand upon completion of the activity.

## Northern Lehigh School District Grounds for All Schools

Grounds must be left in a clean and neat condition conforming to such inspection as school authorities may care to make. No vehicles shall be parked on the grass surfaces at any time or under any circumstances unless by permission of the Director of Support Services, Superintendent, or his/her designee. [\[6\]](#)

Requests to use any baseball diamonds located at the various schools shall be made to the Director of Support Services and must include a schedule and roster of players. The Director of Support Services shall be empowered to resolve any conflict in schedule. No charge shall be made for use of ball diamonds.

## Student Usage of Weight Room Facility Bulldog Stadium

Usage of the Field House Weight Room Facility is for students in grades 7 through 12 who are involved in the current athletic program, and students in grades 9 through 12 who are members of the seasonal weightlifting intramurals or for our Wellness/Fitness courses as part of the curriculum.

The Field House Weight Room Facility is reserved exclusively for district students Monday through Friday, from 2:30 p.m. to 6:30 p.m. and Saturday from 9:00 a.m. to 12:00 noon, during the school year.

All athletic teams (i.e. football, track, basketball, etc.) utilizing the weight room facility must be supervised by a district coach. The coach will be responsible for all activities of the team from start to completion of scheduled time. **No students may occupy the weight room facility unattended.** [\[6\]](#)

The weightlifting intramural program will be open to all boys and girls in grades 9 through 12. Each seasonal weightlifting intramural (Fall, Winter and Spring) will include an orientation period prior to the start of that activity. The minimum time to be spent in each activity is forty (40) hours, which will include advisor preparation time for scheduling and program organization.

The advisor in charge of each activity will be responsible for the supervision of that activity; taking attendance; keeping record, control and organization of the activity, care and accountability of equipment; and overall safety of all students.

Scheduling for the facility must be coordinated through the Athletic Director. Activities for the weight room facility are limited to weightlifting fitness only. Security and key holders will be coordinated through the Athletic Director and Director of Support Services.

All nonschool district employees (coaches and advisors outside the school) must first be approved by the Board before they will be permitted to supervise students in the weight room facility. Recommendation for approval will be made to the Superintendent and Board by the Athletic Director.

### Prohibited Activities

The following activities are strictly prohibited in school facilities/grounds when individuals and community groups are granted written permission to use said school facilities: [\[6\]](#)

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. No tobacco use will be permitted in the building or on school property in accordance with school district policy. **Tobacco use** shall be defined as use of a lighted cigarette, cigar, pipe; other lighted smoking product; vaping products; and smokeless tobacco in any form. [\[3\]](#)[\[4\]](#)[\[5\]](#)

### Limitations

When individuals and community groups receive written permission to use school facilities under this policy, such use shall be conditioned upon strict compliance with the following:

1. Individuals shall not use, access or enter upon any portions of the school facilities or their contents not specified in the approved written request form.
2. Individuals shall refrain from any conduct or activities not specifically identified in the approved written request form.
3. All activities must terminate and all individuals and community group members must exit the school premises thirty (30) minutes after the end of the activity.
4. When advertising or promoting activities held at school facilities, individuals and community groups shall clearly communicate that the activities are not being sponsored by the school district.

### 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. [\[6\]](#)

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 or Superintendent, or his/her designee.

**NORTHERN LEHIGH SCHOOL DISTRICT  
APPLICATION FOR THE USE OF FACILITIES**

Permit No. \_\_\_\_\_

Name of Sponsoring Organization \_\_\_\_\_ Group Code \_\_\_\_\_  
 Name of Responsible Person \_\_\_\_\_ (see NLSD BP 707)  
 Position within Organization \_\_\_\_\_  
 Organization's Mailing Address \_\_\_\_\_  
 Telephone Number (s) \_\_\_\_\_  
 Contact E-mail Address \_\_\_\_\_

Purpose of Activity \_\_\_\_\_  
 Estimated Attendance: Participants \_\_\_\_\_ Spectators \_\_\_\_\_

Dates Needed	Day of Week	Start Time (Include adequate set-up and clean-up time when setting times)	End Time
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Building Needed: \_\_\_\_\_ High School \_\_\_\_\_ Middle School \_\_\_\_\_ Peters Elem. \_\_\_\_\_ Slatington Elem.  
*\*\*\* If more than one building is used, you need signatures from all buildings.*

Areas Needed: \_\_\_\_\_ Auditorium \_\_\_\_\_ Gymnasium \_\_\_\_\_ Cafeteria \_\_\_\_\_ Kitchen  
 \_\_\_\_\_ Classroom \_\_\_\_\_ Athletic Field \_\_\_\_\_ Refreshment Stand \_\_\_\_\_ Parking Lot  
 \_\_\_\_\_ Other \_\_\_\_\_ Other \_\_\_\_\_

Equipment Needed:  
 \_\_\_\_\_  
 \_\_\_\_\_

I certify that I have read, understand and agree to adhere to Policy # 707 of Northern Lehigh School District concerning Use of School Facilities. Further, my organization forever releases the Northern Lehigh School District, their agents and employees from all claims, actions and charges whatsoever arising out of the event(s) conducted on the above mentioned date(s) for which this application is submitted. My organization will defend all actions, suits, complaints, or legal proceedings of any kind brought against the Board of Education and any of its agents, employees and further will hold harmless and indemnify the said School Directors and School District from any expenses and judgments or decrees recovered against them as a result of said facilities.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**\*\*\*\*\* ATTACH CERTIFICATE OF LIABILITY INSURANCE\*\*\*\*\***

Building Level Approval \_\_\_\_\_ Date \_\_\_\_\_  
 Building Level Approval \_\_\_\_\_ Date \_\_\_\_\_  
 Athletic Director Approval \_\_\_\_\_ Date \_\_\_\_\_  
 Director of Support Services Approval \_\_\_\_\_ Date \_\_\_\_\_  
 Estimate of Costs: Rental \_\_\_\_\_ Labor \_\_\_\_\_