



USE OF DISTRICT FACILITIES

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LUFKIN ISD COMMUNITY USE OF DISTRICT FACILITIES

MANAGEMENT GUIDELINES

ORGANIZATION

Use of school facilities by non-district entities will be coordinated through the Facilities Coordinator or Director.

AVAILABILITY

School buildings and other facilities shall be made available to groups that wish to conduct activities which promote, stimulate and foster the interest of students and the community, as well as activities which promote the efficiency of the school district, so long as such activities do not conflict with the school program. Programs serving District students will be given priority for use. The Superintendent, in conjunction with the Board, reserves the authority to allow or reject any application for the use of LISD facilities. The following guidelines shall pertain to all groups who desire to use schools and/or other LISD facilities in accordance with this policy.

COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES

No school facility shall be used by any group or individual who is not in compliance with the requirements of all Federal or State statutes, regulations and rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, handicapping conditions, age or other classification. State law prohibits the use of alcohol on school property. All laws (federal, state, local) and Lufkin ISD policies are in effect 24 hours per day, including the times a facility is rented. Contraband shall include, but not be limited to drugs, drug paraphernalia, weapons, and/or alcohol. District police officers, or any other law enforcement officer, shall enforce the law and arrest individuals for the violation of any law including but not limited to possession or consumption of alcohol on school property, drug law violations, weapon law violations, disruptions, trespassing, and the violation of any traffic law. The District’s “Tobacco Free Policy” prohibits the use of tobacco in ANY form, in or on any District property or any location leased by the District where a user group is being held. The policy includes, but is not limited to, all buildings, vehicles, property (outdoor or indoor), and all staff, students, parents, visitors, and patrons. (Education Code 38-006)

1. VIOLATION OF LAWS, RULES, REGULATIONS AND POLICIES

Any misrepresentation by any organization and/or individual, any abuse of any District property, any violation of state, local law or federal and/or any violation of any District policy, rule or regulation may result in: 1) the immediate termination of the contract; 2) the

requirement to immediately vacate the premises; and/or 3) the denial of that organization's and/or individual's request for future use of the premises.

2. YOUTH GROUPS

Youth groups using District facilities, unless otherwise specified, must be composed of at least 50% of students from the District. A student verification list must be turned in with each request for lease of facilities.

3. LONG-TERM LEASES

No long-term leases are available, one lease per quarter.

4. RESTRICTED USE OF CERTAIN AREAS

Certain areas such as laboratories, shops, and open teaching areas are not available for public use. Auditoriums may be used by non-profit organizations for general youth group leadership-training events; by performance studios for annual recitals or one-time events; and by established business partners for approved training or employee recognition events. If a Cafeteria space is expressly used for those purposes, then it shall be classified as an "Auditorium". The athletic type facilities will be available to lease only with the approval of the District's athletic department. Signage that is placed on school property to advertise an event must be placed and removed on the same day of the event. Signs not permitted to be placed on permanent structure inside or outside (walls, windows, door, etc.).

5. RESTRICTED USE DATES

Facilities cannot be reserved for leasing until September of each year to allow campus staff the opportunity to set campus schedules. There will be no leasing during Thanksgiving Break, Winter Break, Spring Break or the months of July and August. In the event the District must close campuses for any reason (i.e. bad weather, emergency repairs, etc.), events will be cancelled. Any prepaid fees will be reimbursed.

6. ACCESS TO FACILITY KEYS

Only authorized employees of the school District shall be permitted to have keys to District facilities.

7. CUSTODIAL AND OTHER SERVICES

Base fees charged to paying groups shall include only the use of the facility. The use of at least one (1) custodian will be required for all facilities usage agreements. Any specific service required shall be paid for in addition to the base fee. The rental of the facility may require the service of LISD Security personnel in addition to custodial service.

8. PROPERTY DAMAGE

Damages to District property that occurs during the rental period of the facility shall be paid for by the renting group, whether caused by the using group or others. Misuse or abuse of District equipment and/or facilities will result in the immediate denial for further use, including cost for Fire Alarms pulled.

9. INSURANCE

All groups must sign a Rental Agreement and must furnish liability insurance prior to approval for use. Any organization using school facilities must provide an original Certificate of Insurance, with Lufkin I.S.D. named as the Certificate Holder, indicating a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability coverage. In addition, Lufkin I.S.D. must be named as an additional insured on this policy. The insurance carrier must hold a minimum "A" rating from the A.M. Best Company. However, Lufkin I.S.D. reserves the right to determine the acceptability of a carrier regardless of its rating.

The insurance requirement may be waived by organizations that exist for the improvement of educational opportunity in the District, subject to the approval by the Superintendent or designee.

10. ATTENDANCE BY GENERAL PUBLIC

Any group renting or using a building for an occasion which the general public is eligible to attend shall be held responsible for the treatment of the property by the general public during that time. The group shall, at the discretion of the Superintendent's designee, be required to employ law enforcement officers or District Security personnel to help ensure the safety of attending persons as well as to help prevent the destruction of school property. Employment of law enforcement officers or District Security personnel does not release the renting or using group from liability for any damages incurred and/or injuries sustained while the building is occupied by the using group.

11. SUBSEQUENT AGREEMENT

After the original agreement, groups or organizations desiring to continue to use the facility shall be required to submit a new application. Changes made after the original agreement is signed which affect the amount to be charged and/or the conditions of the Rental Agreement shall necessitate the signing of a new agreement to supersede the original agreement.

12. USE OF SCHOOL KITCHEN

Any group or organization wishing to use a school kitchen shall be required to have District Food Service staff on duty to supervise the use of equipment during the entire time the facilities are rented or used and will be charged the hourly rate according to the Fee Schedule. This Food Service staffing fee shall be in addition to any other fees and/or charges incurred by the group or

organization pursuant to the agreement. After contacting the Superintendent's designee, the lessee must contact the Food Service Department for leasing of any kitchen and charges.

13. DISTRICT STAFF

The District shall furnish the necessary staff to open, clean and close the property.

14. DESIGNATED REPRESENTATIVE

Any group renting or using District facilities shall designate one member of the group to be responsible for the program or activity. This person shall, in turn, be responsible to the building Principal and/or the Facilities Director.

15. LISD STAFF CAMPS

Any LISD staff member conducting a camp must be a full time employee. The camp shall not be sponsored by a private organization. Financial assistance shall be provided to participants that qualify for the national schools lunch program.

16. RENTAL AND PAYMENT TERMS

Checks shall be made payable to the Lufkin Independent School District and payment of the facility usage charges along with applicable deposit for the rented space shall be made prior to rental or use of the facility. Rental time shall be charged from the time the lessee enters the building until the lessee leaves the building (set-up time until break-down time).

17. CANCELLATION OF EVENTS

Cancellation by using groups is required two weeks in advance of event in order to receive refund of prepaid fees. Cancellation must be received by the District in writing.

18. EXCEPTIONS AND MODIFICATIONS

LISD recognizes the need to allow exceptions for, or make modifications to, this policy as it applies to the best interests of the District. As such, the Superintendent or his designee reserves the authority to make exceptions or modifications to this policy without notice.

CLASSIFICATION OF GROUPS

Groups that may be allowed to use or rent District facilities shall be classified as "non-paying groups" or "paying groups."

A. NON-PAYING GROUPS

1. Student, staff and parent organizations directly related to the District shall have the use of facilities as scheduled by and under the supervision of the Principal and Facilities Director without charge. Examples: (non-exhaustive)

- a) School student organizations
- b) PTA/PTO/Booster Clubs
- c) Educational professional organizations for Lufkin ISD staff
- d) School clubs and activities

Non-Paying groups shall not sub-lease or sponsor an activity for which a charge is assessed.

2. Non-school youth organizations comprised entirely of students residing within the District shall not be charged for facilities utilized between the time of student dismissal and an agreed upon time as set by the Principal and Director of Facilities on school days. Examples: (non-exhaustive)

- a) 4-H Clubs
- b) Boy Scouts
- c) Girl Scouts
- d) Special Olympics
- e) Relay for Life
- f.) Alzheimer's Association

B. PAYING GROUPS

The specified District facilities shall be available for rental to the following in priority order and at fees established by the District.

CLASSIFICATION I – Non-profit groups and activities serving youth and community. Examples: (non-exhaustive)

- 1. Youth Groups
- 2. Civic and Homeowner's Associations
 - Rotary Clubs
 - Lions Clubs
 - Chamber of Commerce
 - Political Meetings
- 3. Any religious groups

CLASSIFICATION II – LISD staff sponsored camps. Staff members must be under contract to LISD and represent no outside private organization. Examples: (non-exhaustive)

- 1. Athletic Camps
- 2. Drill Team Camp

3. Cheerleading Camp
4. Band Camp

CLASSIFICATION III – Profit making groups and/or activities that serve school or District purposes. Examples: (non-exhaustive)

1. SAT Instruction – if conducted by outside private organizations
2. Drill Team Camps – if conducted by outside private organizations
3. Instructional Private Organizations
4. Performance Studios

SERVICES PROVIDED

A. NON-PAYING GROUPS

Non-paying groups shall be required to pay for services of staff under two (2) conditions:

- a. When the facility is used on days or during hours when District staff is not scheduled to be on duty.
- b. When District staff must provide services to non-paying groups that they would otherwise not be required to provide. Examples of required services: (non-exhaustive)

1. Custodians - \$15.00 per hour
2. Food Service Manager - \$26.00 per hour
3. Food Service Workers - \$18.00 per hour
5. Technical Support - \$35.00 per hour
6. Grounds Worker - \$20.00 per hour per employee (2 employee minimum)

B. PAYING GROUPS

Paying groups using District facilities shall be required to pay for the use of staff. Examples of requested services: (non-exhaustive)

1. Custodians - \$15.00 per hour
2. Food Service Manager - \$26.00 per hour
3. Food Service Workers - \$18.00 per hour
4. Technical Support - \$35.00 per hour
5. Grounds Worker - \$20.00 per hour per employee (2 employee minimum)

FACILITIES USAGE APPLICATION

Requesting Party: _____ Contact Person: _____
Phone: (____) _____ - _____ Address: _____
Description of Activity: _____
Campus Site: _____ Facility Requested: _____

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Date(s): _____ Times: from _____ a.m./p.m. to _____ a.m./p.m. # Hours: _____

Date(s): _____ Times: from _____ a.m./p.m. to _____ a.m./p.m. # Hours: _____

PAYMENT PROCEDURE: PAYMENT PROCEDURE: A \$ _____ deposit is required at the time of contract. Proof of liability insurance in the amount of \$1,000,000 is due with the deposit. Payment is to be made in full at least ten (10) days prior to rental. The deposit will be returned after the event upon proof that the facility was left in good condition. All payments are to be made payable to Lufkin ISD. *Facility shall be rented on an eight hour minimum basis.*

INSURANCE POLICY: Company: _____ Policy Ref #: _____
Coverage effective dates: from _____ to _____

With my signature as my confirmation, I attest that I have read and understood Lufkin ISD's Facility Use Policy, will abide by its requirements as stated therein, and will be responsible for any fees associated with the rental of this facility. Additional fees may be assessed as required.

Signed: _____ Date: _____

COMPLETED BY LISD:

Approved

Denied

Assistant Superintendent of Administrative Services Date

Director of Maintenance Services Date

Pay or Non-Pay Group? _____ Classification: I II III IV

If denied, reason for denial: _____

FACILITIES USAGE APPLICATION

Event: _____

Date: _____

FEE CALCULATOR (ESTIMATED)

Facility Usage Fee (8 HR)	Days: _____	@ _____ per day	= \$ _____
Additional Hours	Hours: _____	@ \$75.00 per hour	= \$ _____
Additional Rooms	Hours: _____	@ \$60.00 per hour	= \$ _____
Custodial Fee	Hours: _____	@ \$15.00 per hour	= \$ _____
Food Service Manager	Hours: _____	@ \$26.00 per hour	= \$ _____
Food Service Workers	Hours: _____	@ \$18.00 per hour	= \$ _____
Technical Support	Hours: _____	@ \$35.00 per hour	= \$ _____
Grounds Worker	Hours: _____	@ \$20.00 per hour x 2	= \$ _____
TOTAL FEES:			\$ _____

FACILITIES THAT CAN BE RENTED:

LMS AUDITORIUM
PANTHER GYM
CAFETERIA (ALL CAMPUSES)
LMS GYM/GIRLS/BOYS
LHS PURPLE/GOLD GYM
ABE MARTIN STADIUM
MORRIS FRANK PARK FIELDS/BASEBALL/SOFTBALL
JACE MAJORS SOCCER FIELD
TRACK AT LMS