



Lexington Public Schools Facilities Use Handbook

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I. Introduction

In order to assure a close relationship between the district and the community, it is the policy of the Board to grant and encourage maximum use of school facilities for the promotion of school, civic or social goals that are for the benefit of students and citizens of the district. Rules, regulations and fees for use of school property shall be established annually by the Board.

II. Custody of School Property

The custody of all Lexington Public Schools property, including indoor and outdoor facilities and equipment, is placed with the Superintendent of Schools.

III. Equipment

A. School Equipment

School equipment such as tables, chairs, musical instruments (other than LPS music student use), risers, instructional equipment, etc., may not be loaned or rented for use outside the school location. Outside use of computer equipment by district employees is authorized when used to pursue a specific school project or purpose, if approved by the employee's supervisor. Use of school space does not include use of school equipment unless specifically permitted. Use of specialized school equipment including but not limited to audio and lighting systems, kitchen equipment, etc., when and where required, must be operated by school-assigned personnel, the cost of which will be added to the regular facility usage fee as a special fee. The Superintendent or his/her designee must approve any variance.

B. Outside Equipment

Organizations wishing to bring unusual equipment, material, devices, and/or animals into school buildings or on school premises, must secure prior approval from the Superintendent.

IV. School Facilities

A. Responsibility for Supervision and Care of School Facilities

The principal of each individual school building shall be directly responsible to the superintendent and shall report immediately to the superintendent any unusual circumstances regarding the care and use of buildings, equipment, custodial and maintenance services.

B. Limitations on Use of School Facilities

The use of school facilities and equipment will not be permitted for the following:

- Use would interfere with any class-related use.
- Use would interfere with events sponsored by the school or school groups.
- Use would involve illegal activity.
- An organization or persons involved have previously engaged in, or can reasonably be expected to engage in, any form of illegal discrimination, violence, or, advocate violence or rebellion against the United States, the State of Nebraska, or any political subdivision.
- Use would be of a morally objectionable nature or would be contrary to any of the district's policies, rules, or goals and/or objectives of the district's educational programs.
- Use would result in the district's facilities or equipment being altered, modified, or changed.
- Use would result in the district's facilities being used to store the equipment of the user.

- Use would present an unacceptable risk of damage or excessive wear and tear to the facilities or equipment, in the opinion of the administration.
- Use would present a significant disruption to the effective administration of a building or district program, in the opinion of the administration.
- For private social functions, including but not limited to; wedding receptions, family reunions, birthdays, graduations, dances or other such events.
- For funerals or memorial services unless authorized by the board.
- Use would result in interfering with the daily and annual maintenance operations of the district facilities.

District facilities may be unavailable for public use at various times of the year for scheduled maintenance.

The Activities Director or Building Administrator may place further limitations on uses of their buildings with permission from the superintendent. Additional limitations shall be supported by reasonable rationale and be consistently applied.

The Activities Director or Building Administrator may inspect and review any and all items brought into the building to ensure appropriate building safety and effective administration of the facilities. Any items which would be unsafe, inappropriate, or undesirable in the building, in the opinion of the administrator, may be prohibited from entering the building or require its removal from the building. If the building administrator's directive is not complied with expeditiously, the may terminate use of the facility immediately.

The Superintendent or his/her designee reserves the right to deny any application or to grant an exception to the limitations on the use of school facilities dependent upon special circumstances. The Board of Education reserves the right to deny the use of the facilities to any person or organization at any time, and it is the final authority on the interpretation and modification of the policy on public use of school facilities.

C. Other Considerations for Use of School Facilities and School Property

In general, usage will be limited to buildings and grounds other than specially equipped classrooms, storage rooms, and administrative offices so as to reduce interference with the school program and to protect school and pupils' supplies, instructional materials, and exhibits from being disturbed or destroyed.

- No school facility is to be used for any other purpose or in any other way than its designed use, without expressed written permission.
- The use of school equipment is specifically prohibited unless prior approval has been received from the building administrator. No equipment may be used or relocated without permission of the building administrator.
- The hours of use for approved users shall normally be restricted to the periods of 6 AM to 7 AM and from 6 PM to 11 P.M. on weekdays. Use on Saturdays and Sundays shall be available from 8:30 A.M. to 11:00 P.M. Requests for use outside of these hours need prior approval from the Superintendent.

- School facilities will not normally be available for use by rental groups on the following holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.
- Use of the facilities on weekends and non-school days is dependent upon the availability of school personnel.
- Simultaneous multiple uses of a building may be refused to assure adequate parking and other service facilities.
- The use of any kitchen area is strictly regulated.
- Procedures for care and cleaning of equipment must be followed.
- If a serving area is needed, exclusive of the kitchen, tables may be set up in the eating (cafeteria) area.
- All use of schools will ordinarily be cancelled when schools are closed due to inclement weather (including nights and weekends) or other emergency conditions unless specific permission is granted by the Superintendent.
- The use of alcoholic beverages in school buildings, on school grounds, and in school vehicles is prohibited.
- Gambling in school buildings, on school grounds, and in school vehicles is prohibited.
- The use of tobacco products and vapor products such as e-cigarettes in school buildings on school grounds, and in school vehicles is prohibited.
- Parking is only allowed in designated areas and is strictly forbidden on grass areas, sidewalks and fire lanes. Vehicles in violation will be towed at the owner's expense.
- No ticket selling for any event or the sale of merchandise or food is permitted without written approval. The District reserves the right to all concessions.
- Gymnasiums will not be used for dances without special provisions and permission. Use of gymnasiums requires use of proper footwear to prevent damage to floors.
- Special permission must be obtained from the Superintendent for decorating, installing scenery, moving furniture, etc.
- There shall be no temporary or permanent signs, banners, pennants, advertisements or the like placed in or on school buildings or on school grounds by any group, except those associated with activities sponsored or sanctioned by the school without the express consent of the Superintendent.
- Scenery, decoration, or equipment provided by the user of the facility, must be removed from the school building promptly after the performance so as not to interfere with school activities. If there is a delay, the removal will be made by the District at the expense of the user.
- Lighting for stages is set up for regular use. Organizations may not use the stage areas without having a district-authorized supervisor present.
- Food or beverages are prohibited in the seating area of the auditorium.
- Fireworks, pyrotechnics and open flames, including candles, are not permitted except by permit from the Lexington Volunteer Fire Department and prior approval from Lexington Public Schools.

D. Priority Status of Use

Order of rank for Permitted Activities will be as follows:

- 1) Activities or programs of the Lexington Public School District directly related to the instructional, educational, and/or extra-curricular programs of the district.
- 2) Activities or programs of the City of Lexington.
- 3) Events hosted by community organizations whose primary purpose is service to the general welfare of students or the community.
- 4) Use by individuals* or groups who are eligible to rent the facility for legitimate purposes and whose net receipts are not expended for the welfare of pupils or for charitable purposes.

*District employees wishing to use a district facility for a reason other than their assigned contractual duties shall be subject to the same rules (including fees and charges) as non-employees.

E. Liability for Damage

Any group or organization using school property shall save the Lexington Public School District Board of Education, the individual members thereof, and any school officials or employees, free and without harm, from any loss, damage liability, or expense that may arise during, or be caused in anyway by such use or occupancy of school property. In the event property loss is incurred as a result of the use of the facility by any outside group, the amount of damage shall be determined by the Director of Buildings and Grounds in consultation with the Building Administrator(s) and/or Superintendent.

F. Certificate of Insurance

Lexington Public Schools reserves the right to require the user to provide, prior to the planned use of a facility, a Certificate of Liability Insurance that will provide bodily injury liability coverage of not less than \$1,000,000 per occurrence, and \$100,000 for property damage, with Lexington Public Schools named as an additional insured.

G. Disclosure to and Acknowledgement from Parents/Guardians

Lexington Public Schools reserves the right to require that, prior to facility use, a user secure) from all parents/guardians of student participants acknowledging that they understand the district is not sponsoring or supervising the activity.

V. Categories of Users and Fees

A. Fee Categories

The most common types of activities are categorized below. In the event the organization or activity is not categorized, the Superintendent will determine the correct category and rental schedule.

Category 1--School District or Supporting Users

These groups will not be charged a rental or custodial fee. This category includes but is not limited to PTA meetings and activities; Lexington teachers and educational association meetings; student clubs and/or school-sponsored or sanctioned organizations, teams or groups meeting with employee supervision; school district sponsored meetings and activities; school committee meetings; councils of school association meetings; NSAA and conference-sponsored or sanctioned activities or meetings; district wellness programs.

Category 2—Non-profit Users that Benefit the School, Students, or the Community

These groups will not be charged a rental fee but may be charged audio/visual, maintenance, custodial, inclement weather, and/or kitchen fees based on the facility requested and individual circumstances:

Student Entities: These groups include but are not limited to MFAA, Athletic Booster Club, CFI, YMCA, Scouts, 4-H, traveling community-based youth sports teams or theater programs, youth not-for-profit dance classes, Miss Voz Latina, Huskerland Wrestling, City Parks and Rec activities, and Good News Club.

Community Entities: These groups include but are not limited to Plum Creek Players, community service groups, Red Cross, local law enforcement, Community Choir, adult community soccer league.

Category 3--For-profit, Church, Private, or Political Users

Users will be charged rental fees and may be charged custodial, maintenance, audio/visual, inclement weather, and/or kitchen fees based on the facility requested and individual circumstances. Users will also be required to provide a certificate of insurance described in item IV.F above. This category includes the following activities: Events for corporations, companies, businesses, franchises, churches, political organizations, or individuals who operate for a profit or who generate a net profit from the requested activity.

B. Fee Procedures

All fees and/or rentals will be based upon the attached Daily Rental Fee Schedule.

Rental fees are based on the costs to the Board of Education for administration, utilities, and other operating expenses incidental to facility use.

Rental fees are due 2 business days prior to the scheduled facility use unless otherwise stated in the permit.

Checks are to be made payable to Lexington Public Schools. In no case will checks or money orders be made payable to individual school employees.

Special fees may be charged for necessary technical or supervisory service. The cost of the special fees will be added to the regular fee.

Custodial fees are estimated at the time of application, but after use is complete, actual custodial fees are charged at the rate shown on the rate schedule. Custodial fees are due upon receipt of the invoice.

Maintenance fees will be charged whenever district maintenance or grounds personnel and/or vehicles are used in transporting equipment, set-up, tear-down, and/or clean-up. Maintenance fees are due upon receipt of the invoice.

Custodial fees and/or maintenance fees may be charged even during normal school work hours.

An hourly fee will be charged for kitchen use.

VI. Responsibilities for Usage of School Facilities

A. Superintendent or Designee

- Will exercise final approval authority of all Category 3 Activities.
- Will coordinate multi-building utilization through the building administrators.
- Will collect all fees associated with each rental agreement.
- Will obtain a Certificate of Liability, if required, from the using organization.
- Will exercise approval/disapproval on the use/rental of school building equipment.

B. Building Administrator

- Shall be responsible for maintaining proper relationships with those organizations that make application to use the facility.
- Will exercise approval/disapproval on the use/rental of facility and or school building equipment.
- Will direct all requests for changes to scheduled rental dates, changes in the name of the individual serving as the sponsoring head of organization, or any other changes to the Activities Director.
- Will issue and collect keys to the facilities.

C. Director of Buildings and Grounds

- Will maintain current operating and maintenance costs for each facility.
- Will schedule custodians in cooperation with the Building Administrator.

D. User

- The sponsoring head of the group or organization (hereafter “user”) must be of at least 21 years of age. The user must provide adequate adult supervision for each activity.
- The user must execute the rental agreement and provide the certificate of liability insurance, if required, to the Superintendent.
- The user must also be on duty at the facility during such use to supervise the group. (If noted on Application for Use of School Facilities form, this may be amended in some instances to allow another responsible adult member of the organization to assume those duties.)
- The user will be responsible for the proper care of school property. Custodial fees may be charged if the user did not perform the proper cleanup. The user must pay for any damage. If the past history of the user indicates previous facility damage, a damage deposit of \$500.00 will be required and the District reserves the right to require custodial presence during the entire activity.
- The user is responsible for not exceeding the maximum occupancy and/or seating capacity for the space(s) being used.
- The user must agree to assume responsibility for any legal liability for injury or damage to the person or property of the applicant or others, and for any uninsured injury or damage to school personnel or property in connection with use of school facilities, must agree to save the School Board and District employees harmless in the event of any injury

or damage, and must reimburse the School District for any damage. In all cases, a “hold harmless” agreement must be signed.

- The user will conduct orderly meetings and such gatherings are not to incite others to disorder.
- The user will conduct meetings that are not exclusive of other groups or individuals by reason of race, creed, color, sex, or national origin.

VII. Application, Processing, and Approval Conditions

A. Application

User shall direct his/her request for use of a school or school grounds to the Activities Director, or to the LMS Principal for use of the LMS Auditorium, using the attached application form. Applications must be submitted no less than two weeks prior to the date of the requested use. If the application is received less than two weeks prior to the date of the requested use applications may be denied.

In the event of the Building Administrator’s absence, the application must be submitted to the Superintendent.

Individuals or groups holding regular meetings throughout the year need file only one application at the beginning of each school year along with a calendar of the dates of such regular meetings. However, special events of such groups must be preceded by separate applications prior to their being scheduled.

Applications will not be accepted more than one school year in advance. For purposes of facility use scheduling, the school year will be defined as August 1st to July 31st.

All applications received before June 1st for the upcoming school year will be processed according to the designated priority status of use. If there are multiple requests for the same space/date, the administration will work with the requesters to determine a solution. Applications received after June 1st or during the requested school year will be processed according to current facility availability and priority use status. Lexington Public School functions and activities will be given priority as determined by the Building Administrator and/or Activities Director. Unforeseen circumstances, such as weather-related postponements of school activities, may necessitate cancellation or rescheduling of non-school facility use requests that were previously approved. The Building Administrator and/or Activities Director may also decline facility use requests to protect time slots for potential school uses that have not yet been scheduled.

B. Processing Applications

The Building Administrator and Activities Director or his/her designee will review and approve applications. The application is located on the school website.

The Building Administrator or his/her designee shall defer approval authority on Category 3 activities to the Superintendent and so inform the applicant.

The signed and completed application is to be kept on record by the Building Administrator. A copy shall be forwarded to the Director of Buildings and Grounds if the scheduling of a custodian is required.

Any use of the kitchen area must be approved by the Food Service Director and Superintendent.

C. Approval Conditions

Approval for the use of one part of a building or grounds confers no privileges for the use of any facility other than those stated on the application. It does not include any other time or times for preparation or rehearsal unless specifically stated.

Violation by user of any of the regulations governing the use of school buildings or grounds may be cause for the cancellation of all existing approved usage and denial of future usage.

Approved usage may be immediately cancelled if it is discovered that information given on an application is misrepresented. If the use of the facility is discovered to be contrary to any policies, rules, and regulations of the board, usage is subject to immediate cancellation. Upon notice by the designated school official, such activity is to cease. The Board and its agents are to be held harmless of any expenses or losses incurred by the sponsoring organization due to such cessation.

Usage can be cancelled by the Board of Education and/or Superintendent (or designee) when such cancellation is in the best interests of the school district and/or public.

A user may also cancel its permit without penalty, provided notice of cancellation is given to the Building Administrator no less than forty-eight (48) hours prior to scheduled use. If a forty-eight (48) hour notice is not given, a recovery fee of a minimum of \$30 may be charged if a custodian was scheduled outside of their normal work times, except for weather-related situations.

In the event of significant snowfall or ice accumulations, prior to use of District facilities, the Director of Buildings and Grounds shall make a determination as to whether or not snow or ice removal is required (if such removal is not necessary for other school-related activities). If snow or ice removal is required, the scheduled use shall be canceled, or if mutually agreed to by the user, the snow or ice will be removed by District personnel or a District contractor and an additional charge for such will be assessed to the user. All snow or ice removal on District property must be made by District personnel or by properly insured independent contractors approved by and working for the district. The user will not be permitted to engage in ice or snow removal activities nor will he/she be permitted to hold activities on school property without proper snow or ice removal.

In centrally air-conditioned facilities, certain regulations must be observed:

- 1) if the use occurs when the air conditioning system is normally functioning, the system will be kept in operation;
- 2) if the use occurs when the air conditioning system is normally turned off, it will not be turned on. The same is true for the automatic set-back of the heat system.

If the District grants a key to the user, the key is to be picked up from the respective Building Administrator's office the business day of or before the activity and returned to that office the next business day after the activity. The user is responsible for locking and securing the building when the activity has concluded. Anyone loaning keys assumes personal liability for any damage or loss.

If deemed necessary by the Activities Director, Building Administrator or Director of Buildings & Grounds, a school custodian or a representative of the administration is required to be on duty during the use of any school facility.

VIII. Notice of Nondiscrimination

Lexington Public Schools does not discriminate on the basis of race, color, national origin, sex, marital status, disability, or age or in admission or access to, or treatment of employment or educational programs and activities.

The following person has been designated to handle inquiries regarding the School District's non-discrimination policies: Student Services Director Angie Kovarik who may be contacted in writing at 300 South Washington Street, Lexington, NE 68850; by e-mail at angie.kovarik@lexschools.org; or by telephone at (308) 324-4681.

Any person may also contact the Office for Civil Rights, U.S. Department of Education, by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599, regarding compliance with the regulations implementing Title VI, Title IX, Section 504, or any other applicable laws.

Appendix A

Daily Rental Fee Schedule (for Category 3 Users)

<u>Facility</u>	<u>Fee</u>
Classroom	\$20
Secondary Gymnasium	\$125
Elementary Gymnasium	\$100
Wrestling Room	\$75
Cafeteria	\$100
Media Center	\$75
Practice Field	\$150
Auditorium	\$150
Cafeteria (meeting place)	\$100
Band Room	\$50
Media Center	\$75
Computer Lab	\$100
Library	\$50

Other facility usage requests and associated fees to be determined by superintendent.

Additional Fees:

Audio/Visual Fees

Technician @ \$30.00 per hour.

Kitchen, Custodial, and Maintenance Fees

Each @ \$30.00 per hour with a minimum of two hours.

Inclement Weather

\$100.00 per hour for snow or ice removal.

If the event is cancelled or rescheduled these fees will not have to be paid if Lexington Public Schools is given at least a four (4) hours notice by calling the Building Administrator before the entry time listed on the application form.

Appendix B

APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Renting Organization: _____
Date: _____
Mailing Address (for billing purposes): _____
Responsible Person:
Name: _____ Title (if any): _____
Telephone: _____ Email address: _____
Additional Responsible Person (s): _____
If activity must be cancelled who should be contacted? _____
Name: _____ Mobile Number: _____
Request:
Purpose of Use: _____
Building Requested: _____ Date(s): _____ Time(s): _____
Facilities Needed: (check all that apply)
___ Classroom (s) (No. of Rooms ___) ___ Cafeteria
___ Gym(s) ___ Outdoor facilities, please specify _____
___ Auditorium ___ Other, please specify _____
Other Information: (Additional approval or information may be required based on the information contained herein)
Has your organization previously used LPS facilities? YES NO
Will your event be open to the public? YES NO
Approximate number expected in attendance: _____
Number of adult chaperones: _____
Will tickets be sold or a fee be charged? (circle one) YES NO
Will concessions be sold? (circle one) YES NO
Additional Information or Special Arrangements Requested:

It is understood through the submission of this application that:
The user is solely responsible for the fulfillment of the following regulations, etc.:
• State Department of Public Safety laws and regulations
• State and local fire and police laws and regulations
• State and local health laws and regulations
• Internal Revenue Code and federal and state tax laws and regulations, if applicable
• Lexington Public Schools' rules and regulations including alcohol and tobacco-free policies

Estimated Fees for using Lexington Public Schools' facilities are based on information contained herein.

Additional charges may result after the use of facilities (e.g., cleanup, damages, etc.).

Total fees are due two (2) days prior to the planned event date(s), unless otherwise approved; no organization will be permitted to use school facilities if an unpaid charge exists from a prior use.

Any damages sustained to the facility during its use will be considered the responsibility of the organization, and will be billed for any repairs needed to restore the facility to its original condition.

The district reserves the right to require an organization to provide liability insurance.

The district reserves the right to cancel any facilities usage request.

The District's liability insurance only covers district employees or volunteers acting within their official capacities of employment. Claims arising out of the negligence of any outside user (including district employees or volunteers not acting within their capacities of employment) are not covered by District insurance. Therefore, it is strongly advised that all outside users obtain their own liability insurance for events or activities held on District property.

I have read and understand Lexington Public Schools' Facility Use Handbook including the Fee Schedule (or fee estimate), if applicable: YES NO

I hereby accept responsibility for supervision, compliance with applicable laws, regulations and Lexington Public Schools' policies, and assume responsibility for the payment of fees (if applicable and subject to additional assessment in the event of damages) associated with the foregoing use of school facilities, equipment, or other property. In signing below the organization or individual agrees to indemnify and hold harmless Lexington Public Schools, the Board of Education, its officers and employees from and against all claims, demands, damages and actions that might arise out of the use of the facilities or property by the signing individual or organization.

Signature of Applicant: _____ Date: _____