

Community Relations Community Use of School Facilities Procedures

Events held in district facilities must be conducted in a manner that does not adversely reflect on the district.

Priorities for Use

Facilities are available for community use according to the priorities established by the Board of Trustees ('Board') and outlined in this procedure. District functions and activities shall have priority over community requests for facilities, whether scheduled in advance or not. Community groups, entities, persons, or associations requesting the use of school facilities **are** ~~may be~~ **categorized as category I, II, or III. with a priority for use listed below.** ~~is in the order listed, with Category I having the highest priority.~~ **Regardless of category, all groups and organizations may be subject to custodial service fees, and/or opening and closing building fees, and/or field lighting fees and/or building access keys. Additionally, all groups and organizations holding tournaments will be charged.**

Category I **Non-fee Categories**

- 1) Governmental entities with whom the District has entered into a written contract known as a Memorandum of Understanding (MOU).

Category II

- 2) School-related groups and organizations within the District that have organized for the purpose of promoting schools and conducting activities that directly benefit the students of the District (e.g., PTA, PTO, PTU, PTG, Booster Clubs, etc.)
- 3) Chartered youth groups with **more than 50%** ~~75%--100%~~ Lakeland Joint School District students (e.g., Boy Scouts, Girl Scouts, Camp Fire Girls, 4H, youth commissions, youth support groups, etc.) A participant roster must be submitted for verification.
- 4) ~~In-district~~ Youth athletic teams with **more than 50%** ~~75%--100%~~ Lakeland Joint School District students. A player roster must be submitted for verification.

Category III **Fee Categories**

- 1) ~~City, county, and other public agencies~~ **Governmental entities** with whom the District has not entered into a ~~Memorandum of Understanding~~ (MOU).
- 2) Universities, Colleges, Community Education classes and activities (e.g., evening degree programs, etc.)
- 3) Youth athletic teams with less than **50%** ~~75%~~ Lakeland Joint School District Students (e.g. AAU Teams, Club sports teams, out of district

- park and recreational teams etc.)
- 4) ~~Authorized~~ **Authorized** Adult recreational clubs and teams (e.g., city recreational leagues, etc.)
 - 5) ~~In-district~~ **C**ommunity organization groups and civic/service organizations for activities that directly benefit the schools, district students, and/or ~~in-district~~ community (e.g., neighborhood groups, citizen concern groups, political caucuses, ~~polling places~~, Rotary Club, Lions Club, Kiwanis, community development groups, ~~in-district~~ community fundraisers, etc.)
 - 6) Other non-profit groups/organizations.
 - 7) Non-district fee-based events (e.g., sports, recitals, lectures, ~~sports~~ and musical entertainment, etc.)
 - 8) Profit-making activities (e.g., financial seminars, sales organization meetings, club sporting events or tournaments, adult tournaments or events, etc.)
 - 9) All other groups not listed above.

General Guidelines

- Approval for the use of facilities must be obtained from the District Office.
- No Facility Use Agreement may extend beyond the current fiscal year. The fiscal year **begins** ~~is~~ the first day of July and ends the last day of June.
- Any person or group, other than ~~official school activities~~ or Governmental entities with whom the District has **entered into** a ~~Memorandum of Understanding~~ (MOU), must complete a Facility Use Agreement before using any of the District's facilities. Forms are available on the district website at <http://web.lakeland272.org/>. There are no exceptions to the ~~written~~ application process.
- All fees (including a key deposit, if applicable) must be submitted before the application will be approved. Payments must be made no less than ten (10) business days prior to rental. If additional charges are levied by the school or district, they are due within **ten (10) business** days of being invoiced. For groups renting on an ongoing basis, payment for the first month is due within ten (10) **business** days for the first month of use and monthly in advance of the use thereafter.
- All applicants for use of school facilities **shall indemnify, defend, and hold harmless** ~~will hold~~ the district, **its Board, employees, and agents from any and all loss, damage, liability, or expense arising from or related to the use or occupancy of district facilities.** ~~free and without harm from any loss or damage, liability or expense that may arise during or be caused in any way by such use or occupancy of school facilities. Also,~~ **In** the event that

property loss or damage is incurred during such use or occupancy, the amount of damage will be determined by the district and a bill for damages will be presented to the group using or occupying the facilities during the time the loss or damage **occurred** ~~was sustained~~.

- Applicant shall provide a policy of public liability insurance for personal injury and/or property damage with the District named as an additional insured in the amount of not less than One Million Dollars (\$1,000,000.00) aggregate. The Board reserves the right to require increased insurance coverage based on the facility use request.
- Keys and/or key cards with codes to buildings and locked fields may be issued when applicable. Prior to the issuance of any key/key card, the District must receive the payment of a refundable deposit and issue a key receipt. Keys and key cards must be returned by the date specified on the key receipt, but not later than 10 days after the last scheduled facility usage. Any costs to change locks for the loss of a key may be assessed and billed to the applicant.
- Insofar as is practical, all meetings shall end in sufficient time to clear the building by the time established by the district. If the event goes beyond the time designated in the facility use agreement, additional charges shall apply.
- In the event a conflict should develop between a school function and a **facility use rental reservation request**, the district reserves the right to cancel the **facility use rental reservation** by giving notice of cancellation to the applicant. **The District may cancel a facility use reservation due to school needs, emergencies, weather conditions, safety concerns, and/or other operational considerations.** Cancellation by the District can occur up to the day of the reservation. Any deposits made or funds received will be refunded.
- ~~Renting~~ **Organizations or groups renting** may cancel a ~~contracted~~ Facility Use **Agreement Application** by a written notice of cancellation delivered to the district office no less than forty-eight (48) hours in advance of beginning time. If unable to comply with the forty-eight (48) hours notice, ~~all~~ deposits and fees shall not be refunded.
- If a group does not show for a **facility use rental**, the district reserves the option of canceling future facility use agreements for that group. In addition, any costs incurred by the district upon a late cancellation or “no show” of a confirmed use must be paid by the **applicant lessee**.
- During “peak” gymnasium use months, gym **facilities rentals** may be limited for **fee categories Category II, and III groups** as it is the intention to provide gym **facilities time** to as many groups **benefitting Lakeland Joint**

School District students, as possible.

- The Any gymnasium or and all classrooms used rented are is subject to special rules and conditions (as stated under in Special Rules Section E)

Timeline for Facility Use Agreement Process Applications

- An application A facility use request must be submitted online through to the District website Office at least 10 business days prior to the scheduled event.
- Facility use rentals, except sports seasonal seasonal use rentals for gyms and athletic fields, are approved on a first come, first served basis and in accordance to the category under which the group qualifies. in order of group category listed in section A. All facility use agreements rentals must include rosters, practice schedules, and game or event schedules prior to approval.
- Seasonal Rentals Sports Season: Category I, II, and III groups may apply for gym and field rentals on a seasonal basis. All seasonal facility use agreements applications must be renewed annually. Seasonal facility use agreements applications will be accepted on the opening dates or first business day following the opening dates listed below. Rosters, practice schedules, and game or event schedules must be submitted prior to approval. All seasonal rentals must include practice and game/event schedules prior to approval. Acceptance of seasonal facility use agreements applications will end on the closing dates or on the first business day following the closing dates listed below.

Sports Season	Months	Open Date	Close Date	Approval Date
Fall	Sep - Nov	March 1	March 21	April 1
Winter	Dec - Feb	June 1	June 21	July 1
Spring	March - June	September 1	September 21	October 1
Summer	July - August	February 1	February 21	March 1

All applications seasonal facility use requests are held until the seasonal-closing deadline and then scheduled in the following order.

- a. Priority for facility use is **based on the non-fee and fee categories identified under Priorities for Use.** ~~by Group Classification as listed in Section A.~~
- b. ~~Traditional~~ Indoor sports have priority over outdoor sports when scheduling an indoor facility.
- c. If all factors are essentially equal, the district may use a lottery to determine priority.
- d. Seasonal **facility use requests** ~~Rentals~~ may be scheduled after the application window if space is available. These requests will be considered on a first come, first served **d** basis.

Expectations and Proper Conduct

- Alcoholic beverages, tobacco, narcotics, or other dangerous or illegal drugs shall not be permitted in District or school facilities or on District or school property at any time;
- Users shall not alter any facilities;
- **School property, facilities, and equipment shall be used responsibly to prevent loss, defacement, or damage, and all facilities shall be maintained in good order and returned to their original condition upon completion of use.**
- ~~○ School property, facilities, and equipment will be used in a careful and prudent manner so as to prevent any loss, defacement, or damage to them.~~
- ~~○ Good order and discipline will be maintained and all facilities shall be returned to their original condition upon completion of use;~~
- Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing and may be granted by the procedure by which permission to use facilities is granted.
- The user of school equipment must accept liability for any damage to or loss of such equipment that occurs ~~while it is in use.~~
- No item of equipment may be used except by a qualified operator. ~~No District equipment shall be removed from the premises for use by the non-district personnel unless otherwise provided for in policy.~~
- **No District equipment shall be removed from District premises unless expressly authorized in writing.**
- **The District makes no warranty regarding the condition or suitability of any equipment provided.**
- All equipment used must be thoroughly cleaned and disinfected by the user;

- No concessions or other items will be sold in or on school property or facilities unless approved in writing;
- Gambling is prohibited.
- Bingo and Raffle Exceptions **are for the following:**
 - (1) Non-profit organizations;
 - (2) Charitable organizations; and
 - (3) Properly licensed bingo and/or raffles utilized for fundraising;
- The use of the District's facilities shall not be granted to any individual or organization if the individual or organization will use the buildings, grounds, or facilities for or to promote illegal activities;
- The requesting organization or individual shall provide supervision to ensure proper care and use of District facilities.
- **At least one District employee shall be on duty, at the expense of the user, when required by the Superintendent or designee based on the following factors, including, but not limited to:**
 - **The size of the group,**
 - **The type of activity, use of gymnasiums or kitchens, events involving minors, or**
 - **Risk to the District.** ~~At least one District employee must be on hand, paid for by the organization when, in the opinion of the Superintendent or designee, it is necessary to supervise the individuals and protect school property. The number of paid employees shall depend on the type of service, number to be served, and number of volunteer helpers.~~
- **No person shall be in any part of a building that has not been reserved;**
- **Minors must be supervised at all times;**
- **Video monitoring occurs and will be utilized to monitor misuse and assess damages to the requesting organization or individual;**
- Users shall not post any materials to walls, ceilings, floors, fences, etc. unless the District has approved the materials in advance of the use **and the material will not damage the facilities. Materials may only be put up on the day of and removed immediately after the event.**
- ~~No~~ **Signage other than that used for directional purposes may be used on**

~~the same day of and~~ Directional signage must be put up before and taken down ~~removed immediately~~ after the event; and is limited to the same day as the event;

- ~~o No posters, banners, or other signage may be attached to the walls, doors, or windows unless the attachment does no damage. Such items must be removed following the event and the facility must be returned to its previous condition;~~
- o Decorations, such as balloons, confetti, streamers, silly string, glitter, and the like, shall require approval prior to being used in any facility. ~~Such~~ **All** decorations must be removed following the event and the facility must be returned to its previous condition.
- o **The District may deny or restrict decorations that create excessive cleanup, pose safety hazards, or risk damage to facilities or equipment.**
- o Users are expected to restrict their use and activities to the times and places requested ~~and/or approved for use in their application for use.~~
- o No animals may be brought into district facilities ~~during facility use,~~ organization except for required **service** animals.
- ~~o No school building or facility shall be used for any purpose which could result in picketing, rioting, disturbing the peace, or damage to property, or for any purpose prohibited by law.~~
- o No access to other rooms or equipment in the building shall be permitted unless designated by agreement.

Special Rules

Indoor Facility Use:

All coaches, supervisors, players, parents, and other persons using gymnasiums owned by the District are ~~asked~~ to respect the facilities they use. Any group or organization using the gym is directed to discuss the following expectations with each member of the group using the gym:

1. No eating, drinking, or gum chewing is permitted in the gym;
2. Only scuff-free gymnasium shoes may be used on the hard gymnasium floors. It is suggested that shoes be cleaned prior to use on the floors;
3. No muddy or wet shoes are allowed on any gymnasium floor;
4. Students are to go home before game/practice time, unless the game or practice is directly after school;

5. Parents should arrange pick up directly after game/practice time. No loitering shall be permitted;
6. Sweep the entire floor clean after use;
7. Pick up all trash off the floor;
8. Flush toilets; and
9. Turn off lights when closing.

Outdoor Facility Usage

All coaches, supervisors, players, parents, and other persons using outdoor facilities owned by the District are asked to respect the facilities they use. The following applies to all District outdoor facility rentals:

- ~~1. The rental group shall be responsible for the full replacement cost of any facility or equipment damage.~~
- ~~2. Arrangements for keys for any rented facility must be made prior to the event by contacting the Activities Director.~~
3. No spiked shoes or cleats are allowed on any turfed track or area;
4. Students are to go home before game/practice time, unless the game or practice is directly after school;
5. Parents should arrange pick up directly after game/practice time. No loitering shall be permitted;
6. ~~The procedure for~~ Cancellation of outdoor events due to threatening weather and/or field conditions are is as follows:
 - A. If ~~field conditions~~ outdoor facility conditions are such that play use is not recommended, the District shall notify the rental group or organization, as far in advance as possible, that use contests must be cancelled. ~~Practice field rental will be substituted, if possible; and~~
 - B. If ~~field conditions~~ outdoor facility conditions are such that on the day of the scheduled use contests, the grounds are game field is excessively saturated, the District shall notify the rental group or organization that their use rental is considered cancelled and game fields are not to be used. Questions can be answered by calling the activities director, high school principal, or superintendent (in that order). ~~When a cancellation occurs by the District, due to weather or field conditions, rental fees shall be refunded.~~
- ~~7. All equipment items the rental group desires must be listed on the rental agreement.~~
8. Requests for night rentals will be reviewed on a case-by-case basis.

Fees

The Facility Use Fee Schedule is available in Policy 4210F1.

Fees/~~rental charges~~ shall cover costs of wages of school personnel involved and utilities. The Board shall review ~~the this~~ fee schedule annually. Fees may be waived by the Superintendent when the user provides a documented educational or student benefit to the District. Fees may also be waived by the Superintendent in consideration of services rendered by public institutions or nonprofit organizations for the benefit of District students or staff. ~~in direct support of public school students or staff.~~

~~Fees will be invoiced and the sponsoring organization whose name appears on the application shall be held responsible for~~ Any and all damages to school property and equipment shall result in additional fees. Fees will be invoiced ~~and the sponsoring organization whose~~ to the name that appears on the agreement.

Right to Decline Use

The use of the school ~~facilities premises~~ may will be denied when, in the opinion of by the Superintendent ~~or the Board~~, such use: ~~for the following;~~

- ~~may be construed to be solely for commercial purposes,~~
- When there is ~~probability of~~ concern for lack of proper protection, safety, and care of school property ~~damage or injury to school property, or~~
- When the activity is deemed to not comply with District policies ~~be inconsistent with the educational mission, safety, or lawful operation of the District,~~ improper to hold in school buildings, or
- When the facility use conflicts with any federal, state, or local public health ordinance ~~or District health policy or procedure.~~ state and local fire, health, safety, and police regulations.

Exceptions/Unique Situations

The District recognizes that it is not possible to address every situation or event in these procedures. As a result, the District allows for exceptions to be made on an individual case-by-case basis, as determined by the specific merits of each situation. Requests for such exceptions must be addressed to the Superintendent ~~or designee~~ for evaluation and decision. Denied exceptions may be reviewed by the Board for a final decision. Any exception shall be consistent with Board policy, applicable law, and equitable treatment of users.

Facility Use Applications

When considering facility use applications, the following should be taken into consideration:

- ~~1. The activity should not interfere with the schedule of normal activities of the school or District;~~
- ~~2. The content of the activity should be reasonably appropriate in a school setting.~~
- ~~3. The event is not in conflict with the health and safety of the District or community and does not violate any federal, state, or local ordinance;~~
- ~~4. The user agrees to follow all health and safety protocols outlined by the District.~~

~~**The event may not be held in support of or opposition to any candidate or ballot measure.**~~

Procedure History:

Adopted on: June 12, 2024

Revised on: