

## PMNorthAnna3COLPEmails Resource

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**From:** Colvin, Doris M. [colvindm@lcps.k12.va.us]  
**Sent:** Tuesday, January 22, 2008 10:45 AM  
**To:** Alicia Williamson  
**Subject:** LCPS Building Use  
**Attachments:** image001.gif; image002.gif; Facilities Use Application\_New.doc; REGULATION AND FEE SCHEDULE AND PAYMENT PROTOCOL\_NEW.doc

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**Hearing Identifier:** NorthAnna3\_Public\_EX  
**Email Number:** 292

**Mail Envelope Properties** (colvindm@lcps.k12.va.us20080122104436)

**Subject:** LCPS Building Use  
**Sent Date:** 1/22/2008 10:44:36 AM  
**Received Date:** 1/22/2008 10:44:36 AM  
**From:** Colvin, Doris M.

**Created By:** colvindm@lcps.k12.va.us

**Recipients:**  
"Alicia Williamson" <Alicia.Williamson@nrc.gov>  
Tracking Status: None

**Post Office:**

<b>Files</b>	<b>Size</b>	<b>Date &amp; Time</b>	
MESSAGE	272	1/22/2008 10:44:36 AM	
image001.gif	981		
image002.gif	4967		
Facilities Use Application_New.doc		31296	
REGULATION AND FEE SCHEDULE AND PAYMENT PROTOCOL_NEW.doc			36928

**Options**

**Priority:** Standard  
**Return Notification:** No  
**Reply Requested:** No  
**Sensitivity:** Normal  
**Expiration Date:**  
**Recipients Received:**





**LOUISA COUNTY PUBLIC SCHOOLS  
FACILITIES USE APPLICATION**

To the Principal of \_\_\_\_\_ (School);  
I (We) \_\_\_\_\_ representing the  
(organization) \_\_\_\_\_  
hereby make application for the use of \_\_\_\_\_ (list facility)  
under the following conditions:

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Date: \_\_\_\_\_

Time: between the hours of \_\_\_\_\_ and \_\_\_\_\_

Type of Activity: \_\_\_\_\_

Is the organization non-profit? \_\_\_\_\_ If so, provide proof of non-profit status.

Does the organization collect fees for this event? \_\_\_\_\_

Number of people expected to attend: \_\_\_\_\_

Please describe the exact purposes for which the school property will be used, including the exact kind of equipment apparatus or animals to be brought on the property and any special school equipment (piano, PA System, etc.) desired to be used:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following person(s) will be in charge of the program:

Name \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name \_\_\_\_\_ Telephone No. \_\_\_\_\_

Please provide proof of liability insurance policy required by the Facilities Use Regulations: \_\_\_\_\_

If security measures are necessary, please describe arrangements that have been made for such services: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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It is understood and agreed that, if this application is approved, the undersigned and the above organization will adhere to the following rules:

- Pay all user fees required, unless a waiver applies. Agree that a five percent (5%) charge will be added to the fee total if fees are not paid in accordance with applicable facilities use policy and regulations. In the event the collection of fees must be referred to an attorney, the user agrees to pay the School Board for all fees associated with such collection, including the School Board's attorneys' fees;
- Comply with all public law and School Board policies and regulations while on school property;
- Ensure that no unauthorized third party shall be granted permission to use the facility or any portion thereof without prior approval;

- Ensure that the representative specified in the application as responsible for school facilities is present at the scheduled event;
- Ensure that prior approval is received before signs, banners and pennants are erected, and that they do not damage or deface school property;
- Ensure that the number of attendees does not exceed the authorized capacity of the facility or any section of the facility;
- Guarantee that activities shall be orderly and lawful and not of a nature to incite others to disorder, and demonstrate/verify on the application that reasonable security arrangements appropriate for the use have been provided;
- The use of tobacco, alcoholic beverages and illicit drugs is strictly prohibited;
- Ensure that no gambling is permitted;
- Observe approved time limits for use;
- Use will be limited to the spaces or rooms specifically reserved;
- No use of building spaces will be permitted without the presence of a school employee;
- Alterations or substantial rearrangement of facilities and equipment will not be permitted without the advance approval of the principal or building administrator;
- Children must be properly supervised;
- Use of special facilities such as kitchens or libraries will not be permitted without prior consultation with the building administrator who will consult, in turn, with the lead employee who regularly works in that area;
- Parking will be in designated areas only and all safety rules such as free access to pre-exits must be maintained;
- Ensure that the facilities are left in a neat and orderly condition.
- Ensure reimbursement for the cost of damages occurring to school property during use. Specifically, the undersigned (or the organization that he/she represents) shall be liable for any damage to the facilities being used. Moreover, the undersigned (or the organization that he/she represents) shall indemnify and hold harmless the School Board as well as its employees, agents, representatives, and insurers from any and all liability resulting from any injury to person or property sustained by anyone at the facility during the contracted time period of use;
- If the user is an organization, the organization shall provide a certificate of insurance confirming that the organization is insured within the limits established below. If the user is an individual, the Louisa County Public Schools reserve the right to require that the user obtain insurance within the prescribed limits based on the proposed use of the facilities. The insurance limits are:

Liability and Medical Expenses	\$1,000,000
Damages and Rented Property	\$300,000
Medical Expenses (per person)	\$10,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$3,000,000

\* The School Division shall not be liable for any direct, indirect or consequential damages, if the facilities are not made available on the dates requested.

**Service/Usage Fees**

	Estimated	Actual
Charges for use of Facility	_____	_____
Charges for Services:	_____	_____
Deposit Paid: Date _____	_____	_____
Balance Due:	_____	_____
Balance Paid: Date _____	_____	_____

Signed: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Principal's approval of date and time: \_\_\_\_\_

Superintendent's Signature (or Designee): \_\_\_\_\_

Approval Date: \_\_\_\_\_

# FACILITIES USE REGULATION AND FEE SCHEDULE/PAYMENT PROTOCOL

## Application for Facilities Use

All requests for facilities use involving third parties must be referred to the Assistant Superintendent for Administration or his/her designee, who coordinates all Louisa County Public Schools' facilities use requests. All users must complete the **LOUISA COUNTY PUBLIC SCHOOLS FACILITIES USE APPLICATION** and submit the completed application to the building principal, senior administrator or designee at least fifteen working days before the proposed event. Users shall be charged usage fees as authorized by Louisa County School Board policy and as outlined below.

### Rates

#### Facilities:

##### Louisa County High School

Auditorium	\$25.00 per hour
Common Area	\$25.00 per hour
Cafeteria	\$25.00 per hour
Kitchen	\$12.50 per hour
Gym	\$35.00 per hour
Classrooms	\$25.00 (flat fee)
Athletic practice fields	\$50.00 (flat fee)

##### Louisa County Middle School

Forum	\$25.00 per hour
Kitchen	\$12.50 per hour
Cafeteria	\$25.00 per hour
Gym	\$35.00 per hour
Classroom	\$25.00 (flat fee)
Athletic practice fields	\$50.00 (flat fee)

##### Elementary Schools – Trevilians, Thomas Jefferson and Jouett

Cafeteria	\$25.00 per hour
Kitchen	\$12.50 per hour
Gym	\$25.00 per hour
Classrooms	\$25.00 (flat fee)
Athletic Fields	\$50.00 (flat fee)

##### Administrative Building

Meeting Room	\$25.00 (flat fee)
(Does not include the use of technology equipment)	

#### Personnel/Staffing

Staff supervision - \$25.00 per hour  
Technology Technician - \$25.00 per hour  
Custodian/cafeeteria services - \$20.00 per hour

The school principal, the senior building administrator or their designee, will decide when school district employees are required to support a specific event. Personnel/staff time will be charged for actual time spent: (1) supervising or assisting a facilities user with the activity/event, (2) responding to user requests that facilities be rearranged, and for returning the facilities to their normal status, (3) attending to the building during hours when the building is not in normal use



(overtime), (4) assisting in the school kitchen, (5) assisting with lighting and audio equipment, (6) supervising large groups (a staff supervisor may be assigned at the discretion of the principal or building administrator), and (7) performing other appropriate services. The school district reserves the right to charge the user with expenses for actual time School Board employees spend cleaning up following an event in order to return the facilities to their normal condition.

Employees shall not be permitted or requested to volunteer their services. School employees are not to be paid directly by the facilities user.

Law enforcement supervision may be required at the discretion of the principal. In such instances, the facilities user must arrange for security, with confirmation provided to the building principal or building administrator prior to the event/activity. The law enforcement unit shall bill the facilities user directly for such services.

### **Equipment and Special Fees**

A service charge shall be collected for the use of kitchen equipment and utilities. Stage lights, spot lights, and other technical equipment may be rented, provided that a technician approved by the principal or building administrator is engaged by the facilities user to oversee equipment use. The school district reserves the right to charge the facilities user for special trash pickups required after an event.

### **Deposit and Full Payment**

An advance non-refundable down payment of \$50.00 is required ten days in advance of the facilities use date. Payment of the balance is due on or before the date of the use of the facilities. The \$50.00 non-refundable deposit will be credited toward the total amount charged for the use of the facilities. When facilities are contracted for a series of events scheduled over several months, fees may be paid monthly. Users paying monthly fees must pay on or before the first working day of each month.

Checks for the deposit and any use of the facilities and services fees should be made payable to the school to be used.

***In the event that payment is not made in accordance with the terms stated herein, the School Board may exercise its legal rights to recoup any sums due and owing, including, without limitation, any late charges, interest, attorney's fees, and/or any other litigation-related expenses or costs incurred in the collection of any monies owed. By signing a facilities use application, the user of a facility acknowledges and agrees to pay a five percent (5%) penalty for late payment.***

### **Fee Waivers**

The School Board will not charge facility rental fees for individuals, agencies, or organizations requesting use of school property for activities determined to be primarily for the benefit of students, the school system or the County, including requests by Louisa County Public Schools students and employees requesting building use for school-related extracurricular or professional development, school-support groups (e.g., PTAs and booster clubs), and county agencies. The School Board will, however, charge outside organizations full rental and personnel fees for use of school facilities on weekends and holidays, when the buildings are not regularly open.

### **Facilities Hours**

Generally, the School Board shall make its facilities available for use by outside organizations on Mondays through Fridays from 3:30 p.m. until 9:30 p.m.

### **Users' Responsibilities**

All facilities users accept responsibility for the care and maintenance of Louisa County Public Schools facilities and agree to the conditions listed on the application form. In addition, users agree to obey public laws and School Board policies and regulations while on School Board property. The person or organization who signs the application will be held financially responsible for complying with the terms and conditions (financial and otherwise).

### **Principals'/Building Administrators' Responsibilities**

Principals/building administrators will require all users of school facilities to complete the facilities use application form; compute fees on facilities use applications and/or forward them to the Assistant Superintendent for Administration for assistance; forward all completed applications to the Assistant Superintendent for Administration; and retain in the school/building files for three years a copy of all approved application forms.

### **Priority for Use of Facilities**

Permission to use Louisa County Public Schools facilities shall be granted according to the following priorities:

- (1) LCPS instructional and extracurricular programs;
- (2) School-related groups, such as parent-teacher associations and booster clubs; tutoring; and school-business partnerships;
- (3) Louisa County Department of Parks and Recreation;
- (4) All others as space is available and at times that do not interfere with the operation of the school and the preceding priorities, on a first come, first served basis, including youth groups, Louisa County employee organizations, civic and cultural groups, churches, state and federal government agencies, private organizations and individuals.

LCPS and the Louisa County Department of Parks and Recreation jointly provide instructional and recreational programs. LCPS and the Louisa County Department of Parks and Recreation have agreed that, because they provide benefit directly to county residents, such programs will have the highest priority, subordinate only to school system use.

### **Commercial Prohibition**

Renting LCPS property (e.g., buildings, grounds, table space, booth space) by a for-profit individual or organization for the purpose of promoting or conducting a business or selling merchandise is prohibited. Sales of merchandise and fundraising activities by non-profit groups and by school-related groups is governed by separate School Board policy.

### **Cancellation of Use**

On any day that the Louisa County Public Schools are closed due to inclement weather or other emergencies, use of school facilities will likewise be cancelled. Users of the facilities, and not the school district or its employees, are responsible for notifying their memberships of such circumstances.

The school district further reserves the right to deny any application or cancel any previously approved contract when it deems such action to be in the best interest of the school district. Examples of such circumstances include, but are not limited to: (1) the applicant has not demonstrated to the satisfaction of the school district that reasonable security has been provided and reasonable safety precautions have been taken; (2) the rescheduling of school activities cancelled by emergencies creates conflicts with scheduled community uses; (3) the primary purpose for the usage is for commercial use; and (4) emergencies arise that require school district use of the facilities.

**Questions and Problems**

Any questions, problems or disagreements concerning the interpretation of Louisa County Public Schools facilities use policies and regulations shall be directed to the Assistant Superintendent for Administration or his/her designee.