



544 CR 596

Nevada, Texas 75173

972-843-6305

District Facilities Use and Fee Guidelines



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COMMUNITY ISD COMMUNITY USE OF DISTRICT FACILITIES MANAGEMENT GUIDELINES

ORGANIZATION

Use of school facilities by booster/parent organizations and school organizations will be coordinated through the facilities department. Use of athletic facilities by booster/parent organizations and school sponsored organizations will be coordinated through the Athletic Department. The use of school or facilities by non-district entities, both paying groups and non-paying groups, will be coordinated through the facilities department.

FILING REQUESTS FOR USE OF FACILITY

All booster/parent organizations and school's sponsored organizations will file requests for the use of the facility with the campus where the facility is located or, where appropriate, the Athletic Department. Requests for the use of campus facilities or athletic facilities by non-district entities, both paying groups and non-paying groups will be filed with the facilities department.

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 use. The Superintendent, in conjunction with the Board of Trustees, reserves the authority to allow or reject any application for the use of Community ISD facilities. The following guidelines shall pertain to all groups who desire to use schools and/or other facilities in accordance with these procedures.

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 rule 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 and local) and Community ISD policies are in effect 24 hours per day, including the times a facility is rented. Contraband shall include, but not 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 laws. 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 staff, students, parents, visitors, and patrons. (Education Code 38.006)

VIOLATIONS 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 or federal law 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 District's facilities.

LONG-TERM LEASES

The rental of school facilities for long term schedules shall be limited to a maximum of 6 months from the date of the rental agreement approval by the facilities administrator. If at the conclusion of the 6-month period, the group may apply for a 6-month extension. No long-term use of a District facility shall be granted to any organization/group that is not located within the boundaries of the District. An exception shall be made for organizations/groups that provide a service for the District. An organization/group may not use a District facility for a maximum period and then request use of a different District facility. Signs may not be displayed outside the school facility earlier than :00 PM on the evening prior to the scheduled meeting day. No artificial lighting may be used to illuminate outside signage. All outside signs/banners must be removed immediately after the conclusion of the scheduled meeting.

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; by groups promoting educational goals consistent with those of Community ISD; 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 rent 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.

RESTRICTED USE DATES

Facilities cannot be reserved for rental until September of each year to allow campus staff the opportunity to set campus schedules. 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.



ACCESS TO FACILITY KEYS

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

CUSTODIAL AND OTHER SERVICES

The use of at least one (1) custodian will be required for all facilities usage agreements in addition to base fee. Any specific services required shall be paid for in addition to the base fee. The rental of the facility may require the service of Police personnel in addition to custodial service. The decision as to whether security is required is at the sole discretion of District administrative personnel, and not subject to negotiation. The renter will be responsible for securing the police officer from outside resources and will be required to provide a copy of the contract to the district.

PROPERTY DAMAGE

Damages to District property that occurs during the rental period of the facility shall be paid for 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.

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 Community ISD 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, Community ISD 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, Community ISD 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 approval by the Superintendent of designee.

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 facilities administrator, be required to employ Police personnel to help ensure the safety of attending persons as well as to help prevent the destruction of school property. Employment of Police 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.



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 Rental Agreement shall necessitate the signing of a new agreement to supersede the original agreement.

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 the 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 facilities administrator or designee, the renter must contact the Food Service Department for rental of any kitchen and charges.

DISTRICT STAFF

The District shall furnish the necessary staff to open, clean and close the property. If the building is being rented or used during hours when District staff members are normally on duty and it is determined by the Superintendent's designee that no additional cleanup is warranted, there will be no charge for this service. However, if the building is being rented or used for hours during which District staff members are not normally on duty, the Superintendent's designee shall assign the number of staff necessary to maintain the facility.

DESIGNATED REPRESENTATIVE

Any group renting or using District facilities shall designate one member of the group to be responsible for the program or activity. The person shall, in turn, be responsible to the building Principal, Athletic Director and/or Superintendent's Designee.

COMMUNITY ISD STAFF CAMPS

Any Community ISD 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 who qualify for the Federal School Lunch Program.

RENTAL AND PAYMENT TERMS

Checks shall be made payable to the Community Independent School District and payment of the facility usage charges shall be made at least one week prior to rental or use of the facility. Rental time



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shall be charged from the time the renter enters the building until the renter leaves the building (set-up time until break-down time).

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.

EXCEPTIONS AND MODIFICATIONS

Community ISD recognizes the need to allow exceptions for, or make modifications to, these procedures and guidelines as it applies to the best interests of the District. As such, the facilities administrator or designee reserves the authority to make exceptions or modifications to these procedures and guidelines without notice.

CLASSIFICATION OF GROUPS

Category A: No fee will be charged to Community ISD non-profit, school-affiliated, youth groups, PTA, PTO, Booster Clubs; Local professional educational organizations, registered campus student clubs.

Category B: Paying Groups for-profit follow fee schedule, non-school affiliated, youth groups, community based youth sports associations (basketball, football, cheerleading), youth clubs. Note: These are usually athletic requests and need to be requested through athletics.

Category C: Churches, Civic organizations, Government entities, Local Businesses, any group without nonprofit status. (used for personal profit - prohibited) Follow fee schedule.