



Palo Pinto ISD

Facilities Rental and Usage

Handbook

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Administrative Assistant – Amanda Hinojos
Campus Principal – Natalie Rogers

**School Gym/Playground/Outdoor Tennis Court/Basketball Court/School
Cafeteria/Parking Lot**

This document is intended to be a living document to help facilitate the rental and use of our PPISD facilities to the community and campus organizations.

PPISD Board Approved March 19, 2019

Using Palo Pinto ISD Facilities

School buildings and other facilities shall be made available to groups that wish to conduct activities which promote, stimulate and foster the interest of district 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 and community expectations for the district. Programs serving district students will be given priority for use. The Palo Pinto ISD guidelines shall pertain to all groups who desire to use schools and/or other facilities in accordance with this policy. (Policy GKD LEGAL and LOCAL) No approval shall be required for nonschool-related recreational use of the District's unlocked, outdoor recreational facilities, such as the track, playgrounds, tennis/basketball courts, and the like, when the facilities are not in use by the District or for a scheduled nonschool purpose.

School district facilities are not automatically open for public use. Normally, all school facilities are operated for school purposes and therefore are not public. *Grayned v. City of Rockford*. All use of school facilities by non-district entities will be coordinated through the office of each facility. The district will charge a reasonable fee for community use. The Texas Constitution prohibits school districts from spending district resources to serve nonschool purposes. Arguably, charging no fees at all constitutes an improper "gift of public funds," if the district is spending its resources to keep its doors open for nonschool use. A community group's direct payment of compensation to district staff who works to keep a facility open may lead to violation of federal law. The federal Fair Labor Standards act requires a school district employer to pay overtime to non-exempt employees who work more than 40 hours in a week.

Organizations or individuals using school facilities shall release the district from liability for personal injury and/or damages to personal property. All groups using school facilities shall be responsible for the cost of damages incurred during their use. Organizations using school facilities shall conduct their business in an orderly manner and will abide by all laws and policies, including but not limited to those prohibiting the use, sale or possession of alcoholic beverages, illegal drugs and firearms and the use of tobacco products on school property. Organizations or individuals using school facilities shall not distribute nonschool materials if the materials are obscene, vulgar or otherwise inappropriate for the age and maturity of the audience or if the materials endorse actions endangering the health or safety of students. The distribution of nonschool materials is also prohibited if the materials criticize Board members or school officials or advocating violations of school rules and fall within the standard described at Limitations on Expression. (Policies (GKD LEGAL and LOCAL; FNAAL LEGAL and LOCAL)

(It is the sole responsibility of the Lessee or person requesting facility usage to reference any and all laws and policies contained, mentioned, or referenced in this Handbook/Agreement. Board Policies can be located on the school district webpage at www.palopintoisd.net. Other application laws can be found by searching the internet or applicable legal publications. If lessee does not have access to the internet, please notify the school in a timely manner for any policies or laws to be provided in hard copy at the expense of the Lessee.)

How to Schedule a PPISD Facility

Please call the district office at 940-659-2745 and notify the administrative assistant of the desire to schedule the use/rental of a district facility and the purpose of the usage or rental. The administrative assistant will provide you with information on obtaining the *Facility Usage and Rental Handbook* and signing all the necessary forms, including the *Agreement and Request Form* and making any deposits or payments, as needed and presented in board policy and the handbook.

Palo Pinto ISD

Community Use of District Facilities

Management Guidelines

ORGANIZATION All use of school facilities by non-district entities will be coordinated through the administrative staff of the district.

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 within the district 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 and community expectations for the District. Programs serving District students will be given priority for use. The following guidelines shall pertain to all groups who desire to use schools and/or other facilities in accordance with this policy. (Policy GKD LEGAL and LOCAL)

1. **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 District 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, e-cigarettes/devices, tobacco, weapons, alcohol, and pagers/phones possessed by students. 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. (GKA LEGAL, Education Code 38.006)

2. **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 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 premises.

3. **LONG TERM LEASES**

Organizations desiring to rent a facility on an extended basis shall be allowed to lease only the cafeteria of the school and will only be allowed if there no impact on school business and there are approved staff members able to be present as supervision of the use of facilities. Long term leases will NOT be the norm. If long term leases are approved, regularly scheduled meetings must only be held on Saturday, Sunday morning or Sunday afternoon in order to allow district staff ample time to prepare for school at the expense of the organization leasing the facilities. Organizations renting

facilities on an extended basis must be comprised of at least 25% of residents residing in District boundaries. A membership roster reflecting member addresses must be provided to the Superintendent's designee upon request. Long-term rentals may require contractual agreements and may also be subject to a different fee schedule.

4. RESTRICTED USE OF CERTAIN AREAS

The District will only rent/lease out the cafeteria and gymnasium pending all policies and parts of this handbook are followed/met. Further, facilities will only be available for rental/leasing if there are adequate staff members available at the time of rental request willing to serve in supervisory roles of facilities for the district.

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 the week before, during, or after Thanksgiving Break, Winter Break, Spring Break, Summer Break (beginning the last day of student instruction), during state testing, and any other day deemed appropriate by district administration. School Holidays per the adopted District calendar will not be available for reservation. The District has full discretion of dates available for usage/rental. Reservation of facilities will only be allowed following policies, this handbook, and the availability of adequate staff members willing to serve in supervisory and/or other roles of facilities for the district.

6. ACCESS TO FACILITY KEYS

Only authorized persons shall be permitted to have keys to District facilities. Keys will not be checked out to a non-staff member. Therefore, authorized persons must be available at the time of rental or the facilities will not be available.

7. CUSTODIAL AND OTHER SERVICES

District custodial staff shall be present during the duration of all facilities use. Base custodial fees charged to paying groups shall include limited custodial service only. Any specific service required shall be paid for in addition to the base fee.

8. PROPERTY DAMAGE

Damages to District property shall be paid for by the using 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.

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 the district 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, the district 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, the district 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/designee, be required to employ Law Enforcement officers to help ensure the safety of attending persons as well as to help prevent the destruction of school property. Employment of law enforcement officers 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

The school kitchen is not available for rental/usage and will remain locked for the protection of the consumable items and health of district staff and students. Those renting the cafeteria shall ensure no trespassing of any District facility not included in the rental agreement.

13. 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. Usage/rental of District facilities will only be allowed if there are adequate District staff members available to supervise (including clean up) the use of such facilities.

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 district staff.

15. DISTRICT STAFF CAMPS

Any district staff member conducting or coordinating a camp must be an employee under contract or employee agreement.

16. RENTAL AND PAYMENT TERMS

Checks shall be made payable to the District and payment of the deposit & facility usage charges shall be made at least 10 business days prior to rental or use of the facility. If fees are not paid in full at least 10 business days prior to rental time per the agreement, the rental will be cancelled. Rental Time shall be charged from the time the lessee enters the building until the lessee leaves the building (set-up time till break-down time). All fees are for rent only, additional cost for required personnel will be determined based on the request.

17. RIGHT OF CANCELLATION

The district and/or lessee may unilaterally cancel any agreement on any facility by giving notice twenty-four hours prior to a requested lease period. The lessee is entitled to a full refund only if the twenty-four hour notification has been met. Administrative charges may be incurred if a twenty-four hour notice is not possible.

18. EXCEPTIONS AND MODIFICATIONS

Palo Pinto ISD 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.

19. GYM USE CHECKLIST

- Persons using the facilities should only be in requested area for the event and should not enter into any other parts of the building(s).
- Lessee shall ensure all trash is placed in the trash cans provided (extra bags are in the bottom of the cans)
- Décor, dry erase/chalk boards, posters, floor tape, and school equipment are not to be altered in any way.
- No alterations, temporary or permanent, should be made.
- Room should be left in a similar condition in which it was found.
- Any game equipment (balls, nets, etc.) needed will be placed on stage, if requested, prior to date of gym use.
- Equipment room to remain locked.
- Turn off lights and HVAC units, if requested.
- Ensure staff member is aware when group is leaving so doors can be secured.

20. CAFETERIA USE CHECKLIST

- Persons using the facilities should only be in requested area for the event and should not enter into any other parts of the building(s).
- Lessee shall ensure all trash is placed in the trash cans provided (extra bags are in the bottom of the cans)
- Décor, dry erase/chalk boards, posters, floor tape, and school equipment are not to be altered in any way.
- No alterations, temporary or permanent, should be made.
- Room should be left in a similar condition in which it was found.
- Turn off lights and HVAC units, if requested.
- Ensure staff member is aware when group is leaving so doors can be secured.

21. OUTDOOR AREAS CHECKLIST (PARKING LOT/PLAYGROUND/COURTS)

- Persons using the facilities should only be in requested area for the event and should not enter into any other parts of the building(s).
- Lessee shall ensure all trash is placed in the trash cans provided (extra bags are in the bottom of the cans)
- School equipment and property are not to be altered in any way, temporary or permanent.
- Treat all equipment with respect.
- Areas should be left in a similar condition in which it was found.
- Ensure any damages or issues needing addressed are reported to school officials.
- Buildings are to remain locked. There will not be access to restroom facilities.
- Ensure any gates are closed upon exit.

CLASSIFICATION OF GROUPS Groups that may be allowed to use or rent District facilities shall be classified in five different categories.

A. GROUPS 1-3 The specified District facilities shall be available for rental to the following groups without charge for facilities.

Group I. 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 without charge for facilities.

Examples: (non-exhaustive)

- a) School student organizations
- b) PTA/PTO
- c) Educational professional organizations for district staff
- d) Polling places
- e) School clubs and activities

Group II. Non-school youth organizations comprised entirely of students residing within the District, and other community-based organizations listed below shall not be charged for facilities utilized between the time of student dismissal and an agreed upon time as set by the principal on school days. Examples:

(non-exhaustive)

- a) 4-H Clubs
- b) Boy Scouts
- c) Girl Scouts
- d) Special Olympics

Group III. Non-profit (501c3) service organizations holding an IRS tax-exempt status, whose efforts support the goals, curriculum and student development practices of the district, as determined by the superintendent or the superintendent's designee without charge for facilities. Access will be assigned to sites on a schedule, based on space available. Examples: (non-exhaustive)

- a) Palo Pinto Education Foundation
- b) Palo Pinto Booster Clubs

Groups 1-3 shall not sub-lease or sponsor an activity for which a charge is assessed.

B. GROUPS 4-5

The specified District facilities shall be available for rental to the following groups and at fees established by the District (see below).

Group IV. Non-profit groups and activities serving district youth and community. Examples: (non-exhaustive)

- a) Youth Sports Groups (Select, Club, All-Stars)
- b) YMCA
- c) Civic and Homeowner's Associations
 - i. Rotary Clubs
 - ii. Lions Clubs
 - iii. Chamber of Commerce
 - iv. Political Meetings
- d) Any religious Groups
- e) Churches Leasing Facility for Church Services (must have 25% of membership within district)
- f) District residents or guardians of transfer students to PPISD for **private events**;
 - if residents have school-aged children, children must be currently enrolled in and attending Palo Pinto ISD for grade levels offered;
 - if non-district residents (do not live within the district) but have students currently enrolled/attending Palo Pinto ISD as transfer students, those guardians of those students are eligible to rent District facilities.
- g) Texas School Districts & UIL events
- h) District Staff Sponsored Camps – Staff members must be under contract to district and represent no outside private organization. (Athletic, Academic, Fine Arts)

Group V. Profit making groups and activities that serve school or District purposes. Examples: (non-exhaustive)

- a) SAT Instruction – if conducted by outside private organizations
- b) Drill Team Camps – if conducted by outside private organizations
- c) Cheerleading Camps – if conducted by outside private organizations
- d) Instructional Private Organizations
- e) Performance Studios
- f) Any organizations that are classified as non-student groups

SERVICES PROVIDED

A. GROUPS 1-3

1. Groups 1-3 shall be provided free custodial services with the use of the facility when District custodial staff is scheduled to be on duty at the given facility. Any additional services as deemed necessary by the Superintendent/Designee shall be paid for by the using group. Examples of staff frequently needed: (nonexhaustive)

- a. Security Officer – minimum \$40 per hour for minimum of 4 hours (or the current rate as provided by the department)
- b. Supervisory Staff - \$40.00 per hour
- c. Custodians/Maintenance - \$30.00 per hour (abundant cleanup, after duty hours, etc.)
- d. Gate/Ticket Operator - \$25.00 per hour

2. Groups 1-3 shall be required to pay for services of staff under two (2) conditions:

- i. When the facility is used on days or during hours when District staff is not scheduled to be on duty.
- ii. When District staff must provide services to groups that they would otherwise not be required to provide. Examples of required services: (nonexhaustive)
 - a. Security Officer – minimum \$40 per hour for minimum of 4 hours (or the current rate as provided by the department)
 - b. Supervisory Staff - \$40.00 per hour
 - c. Custodians/Maintenance - \$30.00 per hour
 - d. Gate/Ticket Operator - \$25.00 per hour
 - e. Building mechanics - \$30.00 per hour
 - f. Electricians - \$50.00 per hour
 - g. HVAC technicians - \$50.00 per hour
 - h. Food Service Workers - \$30.00 per hour
 - i. Technical Support - \$30.00 per hour

B. GROUPS 4-5

Groups 4-5 using District facilities shall be required to pay for the use of staff. Examples of requested services: (non-exhaustive)

- a. Security Officer – minimum \$40 per hour for minimum of 4 hours (or the current rate as provided by the department)
- b. Supervisory Staff - \$40.00 per hour
- c. Custodians/Maintenance - \$30.00 per hour
- d. Gate/Ticket Operator - \$25.00 per hour
- e. Building mechanics - \$30.00 per hour
- f. Electricians - \$50.00 per hour
- g. HVAC technicians - \$50.00 per hour
- h. Food Service Workers - \$30.00 per hour
- i. Technical Support - \$30.00 per hour

FILING REQUEST FOR USE OF FACILITY All groups shall file requests with the principal of the school for the use of the facility who in turn shall coordinate with the Superintendent/Designee or Facilities Administrator for final approval. The District must receive a completed Agreement, Request Form, and payment in full, including deposit, at least 10 business days before use of the facility.

COMMUNITY USE OF DISTRICT FACILITIES BUILDING RENTAL FEE SCHEDULE

Deposit		
(Must be written as a separate check)	\$200	Refundable once bill paid in full at least 10 days prior to use and no damages assessed. Costs of damages will be subtracted from deposit before refund. Additional charges for damages will be assessed, as needed.

Area	Minimum Hours (time of use will be rounded to the next whole hour)	Rate/Hour	Rate/Event
Cafeteria (w/o kitchen or sound equipment)	1	\$50.00	N/A
Cafeteria (w/ sound equipment)	1	\$75.00	N/A
Gymnasium	1	\$50.00	N/A
Parking Lot	N/A	N/A	\$50.00 per day

Person	Minimum Hours (time of service will be rounded to the next whole hour)	Rate/Hour
Security Officer, <u>as</u> required	4	Minimum \$40.00 (will be determined by department of officer)
Supervisory Staff, required	2	\$40.00
Custodial/Maint. Staff, required	2	\$30.00
Gate/Ticket Operator, <u>as</u> required	1	\$25.00
Building mechanics, <u>as</u> required	1	\$30.00
Electricians, <u>as</u> required	2	\$50.00
HVAC technicians, <u>as</u> required	2	\$50.00
Food Service Workers, <u>as</u> required	1	\$30.00
Technical Support, <u>as</u> required	1	\$30.00
Extra Seating/Table Set-up (other than typical setup of space)	1	\$10.00



AGREEMENTS AND WAIVERS:

AGREEMENT CONTRACTUAL

These documents shall constitute a contractual agreement upon: (1) acceptance and approval by the authorized Palo Pinto ISD representative; and, (2) payment of the appropriate fee by the Lessee (DUE at minimum 10 business days before date of rental).

LIMITATION ON CONVEYANCE

Notwithstanding any reference in these documents to the contrary, this agreement shall create only a license to occupy those specific portions of the real property identified herein for the specific dates and times specified. The agreement shall not create a Landlord/Tenant relationship, or any of the rights or incidents thereof.

LIMITATION ON WAIVER

The waiver of any right of Palo Pinto ISD under this agreement shall be limited to specific instances of waiver and may not be construed as a general waiver of Palo Pinto ISD's right to enforce any term thereof.

WAIVER OF WARRANTIES; LIMITATION OF LIABILITY

The parties recognize and agree that PPISD facilities are made available to community groups as an extension of Palo Pinto ISD's educational mandate and not as a commercial venture. It is therefore expressly agreed that Palo Pinto ISD facilities are made available "AS-IS, WHERE-IS." THE PARTIES DO FURTHER EXPRESSLY WAIVE AND DISCLAIM ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF HABITABILITY OR SUITABILITY FOR A SPECIFIC PURPOSE.

In the event any Palo Pinto ISD facility shall become unsuitable for use at the time and date specified herein due to a failure of the facility, a system thereof, a utility, weather, fire, strike, or any other condition beyond the reasonable control of Palo Pinto ISD, Palo Pinto ISD shall, at its sole and exclusive option, either: (1) make the same or substantially similar facilities available at another time or date mutually agreeable to the parties; or, (2) return all pre-paid payment and thereby terminate this agreement, or, in the case of an extended agreement, return a pro rata portion of rent based on the amount of time the facility is not available. Palo Pinto ISD shall have no other duty or liability, and the lessee agrees to assume the full economic risk thereof.

THE PARTIES DO FURTHER EXPRESSLY AGREE THAT PALO PINTO ISD'S SOLE AND EXCLUSIVE LIABILITY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY PALO PINTO ISD SHALL BE LIMITED TO A REFUND OF THE LESSEE'S PRE-PAID PAYMENT. PALO PINTO ISD SHALL IN NO EVENT BE LIABLE FOR SUMS EXPENDED IN ANTICIPATION OF PERFORMANCE, LOST PROFITS, CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES. THIS LIMITATION SHALL APPLY WITHOUT RESPECT TO WHETHER DAMAGES ARE THE RESULT OF PALO PINTO ISD'S OWN NEGLIGENCE.

NO WAIVER OF IMMUNITY

Acceptance of this agreement by Palo Pinto ISD shall not constitute a waiver of any immunity, defense or limitation of liability applicable to Palo Pinto ISD as a public school district, nor of those applicable to any Palo Pinto ISD officer, official, employee, agent, or volunteer.

ENTIRE AND INTEGRATED AGREEMENT

These documents represent the entire agreement between the parties respecting the subject matter thereof. All prior representations, negotiations, and discussions of terms are deemed to have been integrated herein. No representative of Palo Pinto ISD shall have the authority to enter into any oral modification of this agreement, or to waive the terms thereof.

CHOICE OF LAW AND VENUE

This agreement shall be interpreted and enforced in accordance with the laws of the State of Texas. Venue for any litigation arising from this agreement shall lie exclusively in state court in Palo Pinto County, Texas. This agreement does not include any agreement to arbitrate.

I have read the *Facilities Management Guidelines* and agree to abide by all its terms and conditions, including fees assessed. I understand that all activities will be held under the supervision of a school representative who will be responsible for the care of the facilities. The organizations renting/using the facility will be responsible for any damages to school facilities while using them.

_____/_____/_____
(Printed Name of Lessee) (Signature of Lessee) (Date)

Palo Pinto ISD _____ _____/_____/_____
(School District) (School Official) (Date)

