GENERAL

Guidelines for the use of District facilities are as follows:

1. The Board shall exercise its authority to fix and collect rentals, rates, and charges from students and others for the occupancy or use of the District's auditoriums, cafeterias, gymnasiums, stadiums, or other facilities, in such amounts and in such manner as determined by the Board and as prescribed by the policies and regulations of the District in accordance with the Texas Education Code.

2. The District shall have first priority on facility use and may cancel any agreement on any facility by giving notice 24 hours prior to the commencement of a leased use if the District determines that it must use the facility for a function directly related to the operation of the District. A cancellation of this type shall require the approval of the Superintendent or designee.

3. This policy does not govern the use of schools by student and staff organizations. Parent and community support and booster organizations are covered by this policy.

4. No school facility shall be used by any group or individual who is not in compliance with the requirements of all applicable federal or state statutes, regulations, and rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, physical or mental disability, age, or other classification as applicable.

5. Facility use is to be viewed as a privilege. Users must guarantee school officials that the activity is lawful, that behavior will be orderly, and that the users will pay for any damages, including, but not limited to, bodily injury, property damage, violations of the Americans with Disabilities Act (ADA), or other state and federal laws for which the users become liable, due to their use of the premises. The user also agrees to defend and indemnify the District in the event of any claim or lawsuit arising from an occurrence due to the user's use of the premises. Any misrepresentation by an organization or individual, abuse of property, and/or nonpayment by an organization or individual representing that organization may result in immediate termination of the contract, to include a requirement by the District for the user to immediately vacate the premises. Such action could result in the District's denial of that organization's request for future use.

6. Use of District buildings/facilities shall be allowed upon issuance of a lease by the office of the director of the Pat May Center or the office of the directors of athletics after the

applicant has filed a written application for the use of a building/facility.

Reservations for buildings and facilities must be requested 30 days in advance of use and shall not be confirmed more than 90 days in advance except as provided under LONG-TERM USE, below. No rental of a school facility shall be confirmed prior to September 1.

A written, signed contract, total payment for all charges/deposits, and an insurance certificate if applicable must be received by the District at least ten days prior to the date of building/facility use. If the organization uses the facility longer than specified, it shall be billed for the additional hours. If a building/facility is to be used for an extended period of time, fees for a 30-day period shall be paid in advance and monthly thereafter.

7. An adult representative of the primary user must be present in the building/facility at all times covered by the rental. The District reserves the right to require additional supervision if the adult representative of that organization is so involved in the activities that he or she cannot control all participants at the activity. District determination shall be made by a representative of the office of the director of the Pat May Center or the office of the directors of athletics.

8. The custodian or other District employee assigned to open and close the building shall be in charge of the building and shall remain on duty for the entire period of the activity; however, the custodian shall not function as a supervisor. Any employee of the District shall be paid only by the District.

9. The Board shall adopt and, from time to time, revise its insurance requirement and fee structure, which may include building use, administrative processing, energy, and personnel fees, as well as use deposits. Any establishment of a fee or change of a fee that is adopted by the Board will become effective September 1 of each year and be applicable for all rentals in effect to the end of the next review period. When a refundable deposit is required, the cost of damage incurred during a rental period, if any, shall be deducted from the deposit. The deposit must be replenished as it is used.

10. The District shall not alter facilities for the purpose of rental.

11. Any equipment malfunction at the facility shall not automatically result in any refunds to the user.

12. An employee of the child nutrition services department of the District or a licensed caterer must be present if the kitchen is used in any District facility. Tarrant County sanitation guidelines require the presence of a certified sanitation person when food is prepared/served in District facilities. Additional charges for this person shall be paid to the District by the organization renting the facility.

13. Gymnasium use shall be under the following guidelines:

    a. District facilities used for youth sports shall be scheduled by an authorized representative of the organization. Coaches for individual teams shall not be allowed to reserve District facilities.

    b. School events have priority at all times and may cause rescheduling of practices and games. Every effort shall be made to provide advance notice of any conflicts.

    c. The scheduling organization is the responsible party. Scheduled times for use should be respected and maintained. Concerns, complaints, and the like, regarding times and sites of practices/games shall be handled by that organization, not the District or the principal.

    d. Parents of team members should be advised that it is inappropriate to allow siblings of team members to be unsupervised at the practices or games.

    e. All boys and girls should have adult supervision when they leave the gym to go to the restroom or for a drink.

    f. No student may enter any area of the school except the gymnasium or restroom area. Basketballs and other sports balls should not be used except in the gymnasium area.

    g. No food or drinks shall be allowed in the gymnasium building.

    h. School custodians and other school staff shall be treated with respect and courtesy at all times.

    i. School telephones are to be used for emergencies only and may be out of use for repair. Calling for parental pickups is not an emergency. Use of cellular phones by the team is suggested.

    j. All bulletin boards, wall posters, permanent fixtures, furniture, or equipment shall be left undisturbed.

Failure to comply with gymnasium use rules may result in suspension of gymnasium use privileges.

TYPES OF GROUPS PERMITTED

Any nonschool-affiliated organization claiming a nonprofit status shall submit adequate documentation to substantiate that status as follows:

- Group A: School-affiliated, youth-oriented, nonprofit groups. No deposit is required.
- Group B: Nonschool-affiliated, youth-oriented (ages 17 and below), nonprofit groups. A refundable deposit is negotiable.
- Group C: Nonyouth-oriented, nonprofit groups. A refundable deposit is required.
- Group D: Nonschool-affiliated, youth-oriented groups, nonprofit-Mid-Cities Youth Activities Group. A refundable deposit is required.
- Group E: Other school districts. No deposit is required.
- Group F: For-profit organizations. A refundable deposit is required.

CRITERIA TO GOVERN ALL OTHER RENTAL REQUESTS

The criteria to govern rental requests are as follows:

1. For-profit organizations shall operate a permanent place of business within the District boundaries. Individuals must also reside in the District. In the case of joint ventures consisting of both nonprofit and for-profit organizations, at least one of the parties must reside and/or operate a place of business within the District. (A post office box to establish a District address is not acceptable.) An individual who resides in the District may not enter into a joint venture relationship with an organization that is not otherwise qualified to lease District facilities in order to attempt to qualify that organization for lease of District facilities.
2. The Superintendent or designee shall have the prerogative to determine which facility and/or which areas of a facility shall be leased.
3. The use of facilities by any District employee during nonschool hours that generates private income of the employee or any participant in the activity shall be subject to all other policies herein and shall be approved by the Superintendent or designee in advance. Any facility used by a District employee for the purpose of generating private income shall be covered by a rental if occurring outside regular hours of operation. This applies to tutorial programs. During the summer,

private tutors and private music teachers shall be charged a $15 fee for a six-week summer session.

LONG-TERM USE

No organization shall be granted extended rights to the use of District facilities financed in any way by outstanding bonds.

The District shall permit long-term use by any nonprofit group or organization for nonschool purposes and associated with sports competition for no longer than one “season”.

The District shall permit repeated use by any other nonprofit group or organization for nonschool purposes for no longer than one year.

The District shall not permit long-term use by for-profit groups or individuals.

Terms of the rental shall conform to adopted District policy and administrative regulations applicable thereto. Requests for extensions must be submitted not less than 30 days before the expiration of the original lease.

The following statement shall be read to the audience by the person presiding at the beginning of each meeting when a long-term lease is approved:

> “The Board is pleased to make school facilities available for community use. However, by its action in making these facilities available, the Board as a governing body does not endorse nor does it reject the point of view of the organization leasing the facilities or the speakers on the program.”

SCHOOL GROUNDS AND SPECIAL-USE FACILITIES

School grounds and special-use facilities shall be available for use as follows:

UNSECURED SCHOOL GROUNDS

1. The outdoor facilities at each campus are available during nonschool hours free of charge. The coordination of use of grounds should be approved by the Hurst-Euless-Bedford Federation, which consists of the District athletic director and City Parks and Recreation Department representatives from Hurst, Euless, and Bedford.

TENNIS COURTS

2. District tennis courts that are not secured are available to all groups when not needed by the District, free of charge, on a first-come, first-served basis. However, the use shall be for tennis only. Roller blades, skates, motor bikes, bicycles, or other sports and activities are not allowed.

RUNNING TRACKS

1. The District's running tracks are available during nonschool hours to all groups free of charge, on a first-come, first-served basis. No organization may claim exclusive use of facilities.

FOOTBALL FIELDS

2. The football fields are for District use only.

BASEBALL FIELDS

3. The baseball fields at the two high schools are available for rent. Rental shall be negotiable.

GIRLS SOFTBALL FIELDS

4. The girls' softball fields are not available for rental.

PENNINGTON STADIUM

5. [See GKD(REGULATION)]

PARKING LOTS

6. [See GKD(REGULATION)]

SWIMMING POOL - TRINITY HIGH SCHOOL

7. [See GKD(REGULATION)]

PAT MAY CENTER

8. [See GKD(REGULATION)]

USE OF KITCHENS

The community use of the kitchen, along with all kitchen equipment, such as but not limited to serving lines, salad bars, utensils, and the like, shall be available only for PTA functions, school booster groups, approved functions of District employee organizations, and approved fund-raisers. In order to qualify, such fund-raisers should be based on the spirit of volunteerism and charity, rather than commercialism or for indirectly generating income for its organizers, participants, or suppliers.

Kitchen use shall not exceed four hours.

The District's cafeteria supervising workers shall be present to supervise and operate the kitchen facility. Community use of the kitchen shall be limited as noted above and shall be assessed a fee as required in the "Schedule of Fees."

Supplies, food, or equipment shall not be moved into the kitchen until after the closing time (3:00 p.m.) on the date of rental.

Compliance with federal, state, county, and city health laws is mandatory. Written approval directed to the school from the city health office that all health law requirements have been met shall be required prior to completion of the rental agreement.

AUDITORIUMS

The following guidelines shall apply to the use of auditoriums:

DRESSING ROOMS

1. The use of the high school auditoriums includes the use of the dressing rooms. However, the use of the band and choral rooms shall not be allowed for any groups except PTAs and

booster groups for the band and choir. If additional dressing space is needed, instructional classrooms may be used, for the scheduled fees, if written permission is granted by the school to the office of the director of the Pat May Center.

LIGHTING TECHNICIAN

2. Unless the auditorium is equipped with a stage manager's panel or a simple wall switch for general house lighting, a District lighting technician shall be required for all use of the auditorium. For all use of the stage lighting systems, a District lighting technician shall be required.

SOUND TECHNICIAN

3. All use of the auditorium shall require a District sound technician.

USE OF SCHOOL PIANOS

4. The use of the auditorium shall not include any District piano. The group using the auditorium shall furnish its own piano.

FEES

Rental fees shall be based on current costs for labor, utilities, and any other direct costs incurred for rental activity. The Board shall approve and publish a fee schedule annually.

EMERGENCIES OR DISASTERS

The Superintendent or designee may authorize the use of school facilities in case of emergencies or disasters.

RENTAL AGREEMENTS

A written agreement shall be signed by an authorized individual who is 21 years of age or older and is representing the user. Property shall be unavailable until a rental agreement has been signed by both parties.

TENANT PROVISIONS

The District shall assign such personnel as it deems necessary to provide and/or assist rental groups with access, set-up, and janitorial duties associated with their facility use. The cost for such employees shall be included in the rental fee, and the employees shall be paid by the District. Users shall not be allowed to pay District employees directly.

CITY COOPERATIVES AGREEMENTS

City governments, Chambers of Commerce, the H-E-B Economic Development Foundation located within the District's boundaries, and other school districts shall be allowed to negotiate terms with the District for property rental.

AVAILABLE EQUIPMENT

District equipment available to users free of charge shall include the public address system and/or tables and chairs located on the premises. Other District equipment shall be rented on a per-request basis, and additional rental fees may be assessed.

TIMES UNAVAILABLE

Campus property shall not be rented during school hours, school activities, holidays, or on Sundays after 6:00 p.m. local time.

PROHIBITED USE

District facilities shall not be used for the following purposes:

1. Entertainment that may be deemed detrimental or destructive to District property.
2. Any activity that is contrary to District policy or to local, state, or federal law or the constitutions of the state of Texas or the United States.

PROHIBITED ACTIVITIES DISCLAIMER

Users shall not possess, sell, or use fireworks, firearms, weapons, illegal drugs, or intoxicants on District property. The use of any form of tobacco product is prohibited. The expressed views or activities of all users, whether religious, political, or social, shall not be construed as those of the District or the Board.

LIABILITY INSURANCE

The user shall furnish evidence of liability insurance coverage for the event(s).

Any nonschool-related organization using school facilities shall be required to provide an original Certificate of Insurance, with the District named as the Certificate Holder, indicating a minimum $1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability coverage. In addition, the District shall be named as an additional insured on the certificate of this policy.

The insurance carrier must hold a minimum of “Secure Rating” from the A.M. Best Company. The District reserves the right to determine the acceptability of a carrier regardless of its “Secure Rating.”