



906 Farm Street, Bastrop, Texas 78602 - (512) 772-7100

School District Facility Usage Rules and Guidelines

Scheduling and Event Planning Information

The Bastrop Independent School District Board of Trustees welcomes public use of school facilities for educational, recreational, civic, or social activities, when these activities do not conflict with school use or with local or state laws or regulations, and in accordance with: Texas Constitution Article III, Section 52(a), Texas Education Code Section 11.151, Board policy GKD (LEGAL) and GKD (LOCAL), and District Procedures. Requests for non-school use of District Facilities shall be considered on a first-come-first-served basis. Academic and extracurricular activities sponsored by the District shall always have priority. The Superintendent shall have authority to cancel a scheduled non-school use if an unexpected conflict arises with a District activity or emergency.

All Sponsors (Requestors) of organizations (both District and Non-School Use as defined under FACILITY USAGE CATEGORY) who request use of district facilities are responsible for reading all rules and guidelines for Facility Usage and communicating them to their organizations, staff, volunteers, performers, students, parents, other participants, and audience members as appropriate. Sponsors (Requestors) **must initial** at each area as indicated, and **SIGN** where designated throughout this form and then return original copies of the agreement, along with any and all relevant documents, to the Department of Operation's Office located at the Bastrop ISD Service Center, 906 Farm Street, Bastrop, Texas 78602. Note: Please retain a copy for your records.

Facility Usage Category Information:

Category A – School Affiliated, youth oriented, non-profit groups such as PTA, PTSO, PTO, booster clubs, local professional educator organizations, and campus registered student clubs. For **Category A** there will be no facility use rental fees, however, hourly labor costs may be applied depending upon the size and scope of proposed use.

Category B – Non-profit, non-school affiliated youth oriented groups such as youth sports associations, youth sports clubs, and BISD sanctioned programs that benefit BISD students; and if the organization or group is open to all children and is community-wide in nature and offers a program of interest and benefit to the general public. For **Category B**, qualified organizations and groups will receive a 40% discount on facility use rental fees, however all associated hourly labor costs will be apply.

Category C – Non-youth oriented, non-profit groups such as Churches, civic organizations, government entities, and homeowners associations – membership must be comprised of 50% of residents residing within District boundaries and a membership roster reflecting member addresses must be provided with a completed facility rental agreement. For **Category C**, qualified organizations and groups will receive a 40% discount on facility use rental fees, however all associated hourly labor costs will be apply.

Category D – Profit groups, Private Groups, or Commercial Enterprises not defined as any group with non-profit status as long as an educational, civic, or charitable purpose shall be served; and a substantial segment of the community shall be benefited; and alternate facilities are unavailable.

Category E – Non-profit youth service groups comprised of students enrolled in BISD such as Boys & Girls Club, Boy Scouts and Girl Scouts; and if the organization or group is open to all children and is community-wide in nature and offers a program of interest and benefit to the general public. For **Category E**, qualified organizations and groups will receive a 40% discount on facility use rental fees, however all associated hourly labor costs will be apply.

Churches and other religious organizations desiring to rent facilities on an extended basis for religious services and Church start-ups shall be allowed to lease cafatoriums at elementary & intermediate/middle school campuses only (depending upon schedule and availability). Membership of Church or religious organizations must be comprised of 50% of residents residing in District boundaries and a membership roster reflecting member addresses must be provided to the Department of Operations upon request. Facilities shall be rented with a four (4) hour minimum charge and all other associated costs. All facility rental agreements are subject to rate increases annually as District costs for utilities and labor may be subject to annual increases.

Sponsors (Requestors) must initial, signifying that the above is read and understood: _____

Scheduling and Event Planning Information cont.

Once a completed Facility Rental Agreement form is returned to the District Operation's Department, it will be submitted to campus administration for review and approval. Facility Rental Agreement forms must be completed and submitted to the District Operation's Department fifteen (15) days prior to the scheduled event.

If a facility use event is to be canceled, 48-hour notice is required, otherwise facility rental fees and direct District costs will be charged to requesting organizations. A 50% deposit may be required with final approval of Facility Rental Agreements, and final payment for the use of facility is due 48-hours before scheduled event. Events cannot be scheduled more than nine (9) months in advance and events held during the week cannot start before 5:00 p.m. (unless approved by special arrangement with a District or Campus administrator).

All non-school events must be over by 10:00 p.m. on weekdays (Monday-Thursday). All non-school events must be concluded and the facility and school grounds vacated by 12:00 p.m. on Fridays and Saturdays. No events will be permitted after 1:00 p.m. on Sundays in order for District staff to ensure facilities are prepared for school the following day.

Restricted Use Dates include the month of August and all dates set aside as staff/student holidays as approved by the Board of Trustees – including but not limited to Labor Day, Thanksgiving Break, Christmas/New Year's Break, Martin Luther King Holiday, Spring Break, Easter Break, Memorial Day, and July 4th.

Additional Scheduling and Event Planning coordination and approval –

- All use of school facilities shall be coordinated through the Department of Operations and campus administrators.
- All **athletic facility** usage – including ball fields and exterior practice space must be scheduled through the Athletic Department and such use may be subject to additional guidelines, rules, and restrictions and then coordinated with the Department of Operations. For more information, please contact the corresponding Athletic Coordinators:
 - Bastrop High School Feeder System - (512) 321-1303.
 - Cedar Creek High School Feeder System – (512) 772-7325
- All facility usage for the **Jerry Fay Wilhelm Center for the Performing Arts** must be scheduled through the center's Fine Arts Coordinator and such use may be subject to additional guidelines, rules, and restrictions and then coordinated with the Department of Operations. For more information, please contact the Fine Arts Coordinator at (512) 772-7802.

Sponsors (Requestors) must initial, signifying that the above is read and understood: _____

Supervisory Responsibilities for Sponsors (Requestors):

- It is the responsibility of the Sponsors (Requestors) of any group requesting use of a school facility to supervise and be responsible for the actions and conduct of all persons participating in a facility use event. If a sponsoring organization is a BISD school group, at least one campus administrator and or designee shall be in attendance before, during and after a facility use event, and they must be easily accessible and visible throughout the event.
- It is the responsibility of the Sponsors (Requestors) to challenge and exclude anyone for whom the Sponsors (Requestors) are not assuming responsibility.
- The Sponsors (Requestors) agrees to protect District Property against misuse and agrees to pay for any damages that occur during the time their group uses the facilities.
- If attendance for an event is 100 persons or more, the District may require the organization to provide security officers for the event. Custodial staff assigned for event coverage, facility access, and support are not on-duty to supervise and or provide security for events. Reasonable volunteer security arrangements, appropriate to the type of event for which a school facility has been contracted and approved by BISD may be allowed, **however, if audience behavior is not appropriate, it is the responsibility of the Sponsors (Requestors) to address all issues, concerns and or offending person(s).**
- Sponsors (Requestors) for BISD school groups will ensure district staff and administration are responsible for student participants and their patrons during the entire time students or patrons are present on school property. Sponsoring teacher(s), administrator(s), and/or organizer(s) must remain on site until all guests and participants have left school facilities. Students may never be left unattended after events and operational support staff and custodians must not be left in charge of students waiting for rides home after facility events conclude.
- School facilities will not be opened until event Sponsors (Requestors) are present and ready to assume all supervisory responsibilities.
- Access to school facilities and school grounds shall be restricted to the specific areas as requested and or allowed by agreement. Storerooms, mechanical rooms, electric panel rooms, technology hub rooms, nurse's station, campus offices, and other restricted areas are expressly off-limits.
- Participation for all facility usage (school and non-school) shall not discriminate against persons because of age, race, color, creed, religion, disability, gender, ethnic or national origin, or veteran status.
- BISD prohibits discrimination against individuals with disabilities and events must reasonably accommodate persons with disability.
- All organizations shall comply with all federal, state, and local laws, regulations, policies, and licensing agreements.
- BISD facilities are "tobacco and weapon free zones." There will be no tobacco use in school buildings and on school grounds. Possession and use of intoxicating beverages or controlled substances on school property is prohibited. (GKA-(LEGAL), Education Code 38-006)

Sponsors (Requestors) must initial, signifying that the above is read and understood: _____

Efficiency of Operations and Use of District Facilities:

- Non-school groups and organizations must bring their own audio-visual equipment, extension cords, sound systems (PA), etc. School equipment and supplies shall not be available for use, rent, or loan except for school-sponsored activities and events. Cafetorium podiums, tables, and chairs may be arranged as part of the facility rental for scheduled events however this is limited to the inventory of tables and chairs stored or in use at each facility.
- Animals are not permitted inside District Facilities except for accessibility reasons.
- No electrical wiring is to be changed and no part of District facilities may be modified under any circumstance.
- Tape, holes, screws, nails, etc. are not to be placed in or on the floors, walls, or ceilings.
- No part of any window or door may be covered in any manner without express permission of campus administrators.
- No part of any emergency device such as fire alarms and emergency lighting may ever be covered up and or obstructed.
- Access shall never be obstructed and or blocked for any reason. Tornado and other Emergency Evacuation plans are posted in all facilities. Sponsors (Requestors) must familiarize themselves and their participants with all evacuation plans and posted emergency management plans. Sponsoring organizations must ensure that any and all safety signage posted by the District remains visible and unobstructed.
- Sponsors (Requestors) shall cooperate with District Staff in making a good faith estimate in professional security needs (Bastrop Police and Bastrop Sheriff Deputies) dependent upon the size and nature of events. This is to ensure that all activities are orderly and lawful, as well as to ensure proper participant deportment.
- All organizations are liable for remaining within safe occupancy limits as established by room configuration.
- The number of participants and guests shall not exceed the authorized capacity of facilities.
- Children are to be supervised at all times and remain in authorized areas as assigned by the Facility Use Agreement.
- Vehicles shall be parked only in designated parking spaces and parking in fire lanes is strictly prohibited. Unauthorized or unattended vehicles are subject to towing. *It is the responsibility of the Sponsors (Requestors) to ensure their patrons know the rules and communicate that violators are subject to towing.*
- No vehicles may drive off of designated drives and onto sidewalks and or grass portions of district property. Any damage caused by violations of this rule will be the responsibility of sponsoring organizations. Loading and unloading equipment from vehicles shall only occur from car drives, bus drives and or at facility loading docks. Hand Trucks and carts may then be used to transport supplies and equipment on sidewalks and through common areas.
- No food or drink (including water) is ever allowed anywhere in District Facilities except for the cafetorium and or concession stand operations. No food or drink will be allowed in Gyms (including water) or in auditorium areas or on production stages. No gum allowed at any time in any school facility. Food or beverage in approved areas must never be left unattended.

Sponsors (Requestors) must initial, signifying that the above is read and understood: _____

Efficiency of Operations and Use of District Facilities Continued:

- The use of BISD Kitchen Facilities is prohibited unless prior arrangements have been made with the District's Child Nutrition Department for catering services and or catering supervision by Child Nutrition Staff. For information regarding catering services and or kitchen use, Sponsors (Requestors) shall contact the Child Nutrition Director at (512) 321-2292. NOTE: All arrangements for Child Nutrition are subject to additional charges and or supervision fees.
- Thrown glitter, confetti, or any similar item is NOT allowed in any school facility or on school grounds.
- Helium balloons are not allowed in any school facility.
- Sponsoring groups are responsible for assisting in the cleanup of facilities and removal of all materials that were brought in for events. Sponsor (Requestors) should confirm with District Staff that the building is in a neat and orderly condition before leaving.
- All sponsoring groups shall be held responsible for reimbursing the district the cost of damage, loss, or excessive cleaning charges incurred through the use of facilities during events. Recurring losses and damages may result in loss of Facility Use privileges by the responsible organization. Furthermore, any misuse or abuse of District property, equipment, or facilities may result in termination of Facility Use Agreements and or denial of further use.
- Open flames and candles are prohibited in all District facilities.
- Only authorized employees of the District shall be permitted to have keys to District Facilities. Keys, Card Access, and Alarm codes are only given to authorized District personnel.

Sponsors (Requestors) must initial, signifying that the above is read and understood: _____

Liability Insurance:

Sponsors (Requestors) shall purchase, provide and keep in effect during the use period, pursuant to District Policy, a liability insurance policy, or rider to an existing policy, naming as additional insured "Bastrop ISD, its officers, employees, and agents," which will provide coverage in the amount of \$500,000 for property damage and \$1,000,000 per occurrence for personal injury (including death). Coverage provided by such policy or rider must apply to the death or injury of any person and the damage to property that result, directly or indirectly, from the intentional or negligent act or omission of Sponsors (Requestors) officers, agents, employees, guests, or invitees during the use or occupancy of District facilities. Such insurance shall be with an insurance company or companies authorized to do business in Texas, under policy or policies acceptable to the District and provided no later than 14 calendar days prior to facility use. The Sponsors (Requestors) must provide the District with a certificate of insurance attesting the existence of a policy or policies providing coverage required. Policy deductibles shall be the responsibility of the Sponsors (Requestors) for any claim (s).

Sponsors (Requestors) must initial, signifying that the above is read and understood: _____



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School District Facility Rental Agreement

Activities conducted in school facilities must meet the policies and regulations of the Bastrop Independent School District (BISD) Board of Trustees, as well as state and local laws. Sponsors (Requestors) of organizations who request use of District facilities are responsible for reading all rules and guidelines for Facility Usage and communicating them to their organizations, staff, volunteers, performers, students, parents, other participants, and audience members as appropriate. Sponsors (Requestors) **must initial** at each area as indicated, and **SIGN** where designated throughout this form and then return original copies of the agreement, along with any and all relevant documents, to the Department of Operation's Office located at the Bastrop ISD Service Center, 906 Farm Street, Bastrop, Texas 78602. Note: Please retain a copy for your records. This Facility Rental Agreement must be on file with the BISD Department of Operations prior to use of any facility. If any changes occur, the Department of Operations is to be notified immediately at (512) 321-2292.

Organization & Billing Information:

Organization: _____

Sponsors (Requestors): _____

Billing Address: _____ City, State, Zip: _____

Phone #: _____ E-mail Address: _____

Circle the Category that applies to your group or organization:

Category A Category B Category C Category D Category E

Facility Usage Category Information:

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Category C – Non-youth oriented, non-profit groups such as Churches, civic organizations, government entities, and homeowners associations – membership must be comprised of 50% of residents residing within District boundaries and a membership roster reflecting member addresses must be provided with a completed facility rental agreement. For **Category C**, qualified organizations and groups will receive a 40% discount on facility use rental fees, however all associated hourly labor costs will be apply.

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Rental Information:

Campus Requested: _____ Room Requested: _____

Activity: _____ Expected Attendance: _____

Date (s) of Activity: _____ Day (s) of Week: _____

Time of Event: _____ Time Bldg. to be Opened: _____ Time Bldg. to be Closed: _____

Kitchen Use: YES / NO Time Kitchen to be Opened: _____ Time Kitchen to be Closed: _____

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Special Set - Up Needs:

Sponsors (Requestors) initials: _____

RENTAL FEES & ASSOCIATED LABOR CHARGES

Elementary Campuses			Intermediate / Middle / HS Campuses		
<u>Room</u>	<u>Rate Per Hour</u>	<u>Minimum / Hour</u>	<u>Room</u>	<u>Rate Per Hour</u>	<u>Minimum / Hour</u>
Gym	\$35	3	Large Gym	\$75	3
Cafeteria	\$50	3	Small Gym	\$75	3
Kitchen Supervision	\$35	3	Cafeteria	\$50	3
Classroom	\$25	3	Kitchen Supervision	\$35	3
Parking Lot	\$25		Classroom	\$25	3
Custodian	\$25		Parking Lot	\$25	
Maintenance Technician	\$35		Custodian	\$25	
			Maintenance Technician	\$35	

Category B, C, and E Non-Profit Organizations receive a 40% Discount

Hold Harmless & Indemnification Agreement:

The undersigned, _____, agrees to indemnify and hold the Bastrop Independent School District, its Board of Trustees, officials, agents, employees, and volunteers harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the conduct, management, or operation of Bastrop ISD property by the undersigned, or from any breach on the part of the undersigned of any conditions of this Agreement, or from any act of negligence of the undersigned, its agents or employees, in or about the premises.

It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument.

Dated this ____ day of ____, 20 ____.

By: _____

Subscribed and sworn before me on this ____ day of ____, 20 ____ At _____ County, Texas

Notary Public in and for _____ County, Texas

Sponsors (Requestors) initials: _____

Sponsors (Requestors) Signature and District Approvals

Signature of Sponsors (Requestors): _____ Date: _____

By signing, Sponsors (Requestors) agree to adhere to all BIRD Facility Usage Rules & Guidelines. Sponsors (Requestors) also agree to the terms and conditions set forth in the School District Facility Rental Agreement.

Approved by Campus Administrator: _____ Date: _____

Approved by District Administrator: _____ Date: _____

FOR OFFICE USE ONLY

FWD to Campus for Approval: _____ Approved: _____ If not, reason: _____

FWD to Custodial: _____, Maintenance: _____, Warehouse: _____, Child Nutrition: _____

Posted to Calendar: _____ Billable Event: _____ If no, reason: _____

Notes:
