

**BASTROP ISD**

**COMMUNITY RELATIONS  
NON-SCHOOL USE OF SCHOOL FACILITIES**

**GKD  
(EXHIBIT)**

The following exhibits are located in this section:

**Exhibit A: Athletic Facility Usage Rules and Guidelines**

**Exhibit B: Bastrop ISD Athletic Facility Agreement**

**DATE ISSUED: 9/28/2018**

**GKD (EXHIBIT)**



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

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## Athletic 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 Athletic Director 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-BISD Groups**

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, custodial fee may be applied depending upon the size and scope of proposed use.

##### **Category B-Youth Groups**

Non-profit, non-school affiliated youth oriented groups such as youth sports associations, youth sports clubs and camps, scouts, youth organization camps, 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**, qualifying organizations must comprise of 75%-99% of BISD students.

##### **Category C-Non-Profit Organizations**

Non-youth oriented, non-profit groups such as Churches, civic organizations, government entities, and homeowners associations. If program is considered non-profit, appropriate 501 (c) 3 paperwork may be required for proof of non-profit status.

## Category D-Profit Groups

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. For the purposes of athletic facility use, all "Select" or "Private" fee-based youth sports groups and affiliates that cannot be qualified as non-profit will fall under Category D. The full rental price and any other associated costs will be applied.

**SPECIAL NOTE: Protecting the integrity and viability of UIL practice and competition venues and ball fields requires specialized resources, maintenance, and grounds keeping. Because BISD resources are limited and because BISD athletic facilities are fundamentally reserved for BISD purposes, allowing outside groups to access such facilities will be restricted and or limited in the following fashion:**

Non-school use of exterior facilities for sports will be limited to green spaces located at:  
Practice Sessions

- Cedar Creek Intermediate School Football/Soccer Fields
- Bastrop Intermediate School Football/Soccer Fields
- Emile Elementary Soccer Fields
- Lover's Lane by the bus barn  
(all spaces listed are depending on availability)

### Competition Play

- Memorial Stadium
- Cedar Creek High School Football, Baseball, and Softball Fields (June & July only- and depending upon surface condition)  
(all spaces listed are depending on availability)

**All other spaces are strictly reserved for BISD uses and BISD athletic activities.**

Non-school use of interior gym spaces for sports will be limited to the gym at:

- Any K-6 Gym Facility  
(all spaces listed are depending on availability)

Competition gyms at our Middle and High School facilities may be allowed with strict approval and authorization of Head Coaches and as defined by a Category B request and or Category D request.

- IN ALL CASES OF SUCH USE, BISD will require district Coaches and or their designee to be on-site at all times while such use is on-going and to serve as "administrators on duty."  
Any and all fees will apply.

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

**Scheduling and Event Planning Information cont.**

Any and all Athletic Facility Use Requests, for middle school and high school campuses, must be reviewed and pre-authorized by the district's Athletic Coordinators. For Category B & D (youth sports associations and youth sports clubs and or "Select" or "Private" fee-based youth sports groups and affiliates) the district's Coaching staff will consider each request using the following criteria:

THE AVAILABILITY OF CORRESPONDING COACHES for facilities requested to SUPERVISE AND BE ON DUTY DURING USE if applicable.

BISD's corresponding athletic coordinators may also institute further standards and criteria with respect to the goals and objectives of the various youth sport programs.

Once a completed Facility Rental Agreement form is returned to Athletic Director it will be submitted to campus administration for review and approval. Facility Rental Agreement forms must be completed and submitted to the Athletic Director 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). 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 4<sup>th</sup>.

Additional Scheduling and Event Planning coordination and approval –

- ▣ All use of school facilities shall be coordinated through the Athletic Director and campus administrators.
- ▣ All **athletic facility** usage – including ball fields and exterior practice space must be pre-authorized through the Athletic Department and such use may be subject to additional guidelines, rules, and restrictions and then coordinated with the Athletic Director. For more information, please contact the corresponding Athletic Coordinators:
  - Bastrop High School Feeder System - (512) 772-7270
  - Cedar Creek High School Feeder System – (512) 772-7325

**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, coach 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: \_\_\_\_\_**

- ⊞ 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: \_\_\_\_\_**



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

**Bastrop ISD Athletic Facility Rental Agreement**

Activities conducted in or on 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) 772-7152

**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

Facility Usage Category Information:

**Category A-BISD Groups**

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-Youth Groups**

Non-profit, non-school affiliated youth oriented groups such as youth sports associations, youth sports clubs and camps, scouts, youth organization camps, 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**, qualifying organizations must comprise of 75%-99% of BISD students.

**Category C-Non-Profit Organizations**

Non-youth oriented, non-profit groups such as Churches, civic organizations, government entities, and homeowners associations. If program is considered non-profit, appropriate 501 (c) 3 paperwork may be required for proof of non-profit status.



**Category D-Profit Groups**

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**Description of Fees**

**Administrator on Duty**

An athletic facilitator is required for the use of any external or internal athletic facilities at all Middle and High Schools for non-school related external organizations, Category C and D. The BISD athletic facilitation may assist in the setting up and tear down of BISD equipment as well as being the primary contact for non-school related external organizations.  
Fee: \$25 per hour; 2 hour minimum

**Facility Rental**

Facility rental fees are the charge that is applied to the use of a space or room reservation for an event. These are charged at an hourly rate and start from the time the room is reserved until the room is vacated. Fees will not be reduced if the facility is not used for the entirety of the reservation time.  
Fees: \$25 per hour; 2 hour minimum

**Custodial Fees**

Custodial services are required for ALL facility usage. Custodial staff will be assigned to work events including unlocking doors, setting up tables and chairs, maintaining the HVAC system, cleaning and stocking the restrooms, taking out trash, thoroughly cleaning the space, and locking doors. Clean up by event hosts will not substitute for custodial services.

The only exception to the custodial fee applies:

-Custodial fees will be waived for Category A and B organizations concluded by 8pm on a weekday. Standard fees will then apply after 8pm on week days. Standard fees will also apply anytime during the weekend, and on non-school days.  
Fee: \$25 per hour; 2 hour minimum

**Rental Information:**

Campus Requested: \_\_\_\_\_

Facility Requested \_\_\_\_\_

Activity: \_\_\_\_\_

Expected Attendance: \_\_\_\_\_

Date (s) of Activity: \_\_\_\_\_

Day (s) of Week: \_\_\_\_\_

Time of Event: \_\_\_\_\_

Time Facility to be Opened: \_\_\_\_\_

Time Facility to be Closed: \_\_\_\_\_

Extras needed (ex:tables and chairs): \_\_\_\_\_

Sponsors (Requestors) Initials: \_\_\_\_\_

**RENTAL FEES & ASSOCIATED LABOR CHARGES**

Category A and B will be free of charge if using a K-6 facility AND event concludes before 8:00pm on a weeknight.

Category C and D will be charged a facility rental fee or administrator on duty fee and custodial fee as listed below:

Elementary Campuses			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	\$25	2	Large Gym	\$75	2
Custodian	\$25	2	Small Gym	\$75	2
Administrator on Duty	\$25	2	Custodian	\$25	2
			Track/Sport Center	\$25	2
			*Baseball/Softball	\$200.00 per day for tourney play	
			*Soccer Field	\$200.00 per day for tourney play	
			Administrator on Duty	\$25	

NOTE: a \$250.00 refundable deposit may be required for any facility usage

\*does not include the use of lighting. If lighting is required, an additional fee of \$100.00 / hour will be applied.

**RENTAL FEES & ASSOCIATED LABOR CHARGES specific to Memorial Stadium, Cedar Creek HS and Bastrop HS:**

UIL Playoff games come with a minimal fee plus a percentage of gross gate. See "Memorial Stadium Rental Packet" on the BISD Web-site for more information regarding high school football and soccer playoffs.

All other BISD playoff facility usage, please contact the corresponding Athletic Coordinators:

- o Bastrop High School Feeder System - (512) 772-7270
- o Cedar Creek High School Feeder System – (512) 772-7325

**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 BISD Facility Usage Rules & Guidelines. Sponsors (Requestors) also agree to the terms and conditions set forth in the School District Facility Rental Agreement.*

Approved by Athletic Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

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:**

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