

FACILITY USAGE GUIDELINES



LEANDER ISD

FACILITIES RENTAL
1900 COUGAR COUNTRY DR.
CEDAR PARK, TEXAS 78613
PHONE: 512-570-0604
FAX: 512-570-0607

Statement of Purpose:

The Leander Independent School District welcomes the use of facilities by outside organizations/groups; however, such use of District facilities shall not be permitted when it interferes with the educational program of any campus or District-scheduled activities, including facility maintenance and/or repairs.

The District is a tax-supported non-profit organization established to serve the students and youth residing within the boundaries of the District. The District may, therefore, differentiate among various categories of organizations/groups (such as youth groups, adult groups, non-profit organizations, for-profit organizations, and civic groups) in establishing the length of time that a facility may be used or the fee charged. All organizations/groups within the same category shall be offered fair and equal access to District facilities.

ORGANIZATION:

All use of school facilities by non-district entities will be coordinated through the Facility Rental office.

CLASSIFICATION OF GROUPS:

Youth Groups (Non-Profit):

Any group or organization intended to serve young people under the age of 21. (LISD Policy GKD Legal/GKD Local) In order for an organization to qualify for the Leander ISD youth non-profit rate, Leander ISD requires that 85% of the total participants of the organization must be Leander ISD students and a roster of the student participants and the school they attend is required. Must hold non-profit status 501(c)(3).

Youth Service Groups (Non-Profit):

Nationally recognized youth service organizations, such as but not limited to, Girl Scouts, Boy Scouts, Good News Club, Heart to Heart.

Non-profit Organizations

The term “**Non-profit Organization**” shall mean any civic, service, political, governmental, religious or charitable agency, association, organization or partnership which is not engaged in a business or enterprise to produce income or a financial gain. This definition is not intended to preclude a non-profit organization from engaging in fund-raising activities or charging fees for services simply to defray the organization’s costs or for charitable purposes.

For-profit Organizations

The term “**For-profit Organization**” shall be any, partnership, association, organization or corporation engaged in a business for profit which desires to use a school facility to engage in a profit-making enterprise for its owners, members, officers, directors or stockholders. *LISD Policy GKD (Local): The District shall not permit individuals or for profit organizations to use its facilities for financial gain; however, the district shall permit private academic instruction, as well as public performances, recitals or presentations, when these activities do not conflict with school use or with this policy.*

AVAILABILITY:

School buildings and other facilities shall be made available to groups that wish to conduct activities which promote, stimulate and foster the interest of students and the community, as well as activities which promotes the efficiency of the school district, so long as such activities do not conflict with the school program and community expectations for District schools. 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 regulation.

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 Leander ISD policies are in effect 24 hours per day, including the times a facility is rented. District resource 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 (including e-cigarettes), 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.

TIMES OF AVAILABILITY:

Monday through Friday:	Saturday and Sunday
Elementary schools 6pm – 9pm	Elementary Schools 7am-9pm
Middle schools 6pm-9pm	Middle Schools 7am-9:30pm
High schools 6pm-10pm	High Schools 7am-10pm

RENTAL COST AND FEES FOR USE OF FACILITIES:

Applications must be filed *no less than 10 days and no more than 60 days prior to the requested date(s)* of use. Advance payment of 50% of the Facility Fees will be due prior to first event.

RENTAL AND PAYMENT TERMS:

All payments must be mailed or made in person at the Leander ISD Facility Rental Office. Payment of the

facility usage charges are due 30 days following the invoice date. Payments are considered received on the date hand-delivered or the date of postmark. Rental time shall be charged from the time the lessee enters the building until the lessee leaves the building (set-up time until break-down time).

A ten percent (10%) late fee may be added to the total rental cost for payments received more than 30 days after the Invoice date. Failure to pay rental all fees prior to sixty (60) days following the Invoice date will result in immediate cancellation of any future dates reserved under the Rental Agreement, and may result in a loss of rental privileges in the future..

No LISD employee is authorized to accept tips, gratuities or wages directly from the applicant or renter.

RATES:

A complete list of Facility Rates is listed on the Leander ISD website, <http://www.leanderisd.org/users/0001/docs/Facilities/FacilityRates.pdf>.

CHANGE FEE:

A change fee of \$35 will be charged per event date, for changes made after confirmation of scheduling.

GYM EQUIPMENT:

There will be a fee for the use of volleyball nets and standards. (See Facility Rates.) Under no circumstances is any other gym equipment to be used by outside organizations. This includes balls, bats, cones, stopwatches, etc. Use of scoreboard controllers is allowed during games only.

CANCELLATION OF EVENTS:

Applicants will be charged for all dates and times scheduled, unless a cancellation notice of at least five (5) working days is received. Cancellation must be received by District in writing.

Any use of school facilities can be cancelled at the discretion of the superintendent or designated representative without advanced notice, if the activities are determined to be in conflict with district activities. In the case of cancellations, the district assumes no liability other than the return of any previously paid

fees for unused facilities. The district shall **not** be obligated to locate and/or provide substitute space for an approved organization should the space be required by an approved organization with higher priority.

LONG TERM LEASES:

A Long Term Lease is defined as a lease of six (6) months or more. Organizations desiring to rent a facility on an extended basis shall be allowed to lease only elementary campuses that are determined by the District. **Long term schedules shall be limited to a maximum of 12 months from the date of the rental agreement is signed. Following the initial term, the organization may apply for six months extensions.** Rental of any campus will require an LISD staff representative to be on site for the total hours of each event, at the designated rate per hour. This usage must only be held on Sunday morning or Sunday afternoon in order to allow LISD staff ample time to prepare for school. Organizations shall be charged a designated rate per hour per use of the facilities.

FACILITIES NOT AVAILABLE FOR RENT:

The following are not available for non-school use

- Classrooms
- Offices, which include equipment, i.e. copiers etc.
- Concession Stands
- Libraries
- Community Rooms
- Teacher Sojourns /Lounge

RESTRICTED USE DATES

Play Fields can be reserved for practices beginning August 1. Indoor facilities and Stadiums 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 during all School Holidays and the month of August (exception is long term leases). In the event the District must close campuses for any reason (i.e. bad weather, emergency repairs, etc.), all events will be cancelled. Any prepaid fees will be reimbursed.

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. Certain rentals may require specialized staff members at an additional cost.

ACCESS TO FACILITY KEYS:

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

CUSTODIAL AND OTHER SERVICES:

Custodial services are required for all events and services will be coordinated on a per case basis, at the designated rate per hour.

PROPERTY DAMAGE:

Damages to District property shall be the responsibility of the Group whether caused by its members or guests.. Misuse or abuse of District equipment and/or facilities can result in the immediate denial for further use.

INOPERABLE EQUIPMENT:

Equipment found inoperable must be communicated by the Group to the Facility Rental Office within a 24 hour period from the time the usage began. The problem will be investigated and verified. Upon verification, a refund MAY be issued.

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 Leander I.S.D. 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, Leander I.S.D. 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, Leander I.S.D. reserves the right to determine the acceptability of a carrier regardless of its rating.

Each insurance policy must require that the insurer send notice to the District, as follows:

- A. 30-day notice of cancellation.
- B. 60-day notice of non-renewal.30-day notice of material changes.
- C. Access to the facility shall not be permitted until the application and insurance has been screened and approved.
- D. Certificate is completed by renter’s insurance company or designee.
- E. Certificate is provided by an insurer admitted to do business in Texas or written through a Texas licensed broker.

Cancellation of insurance also voids the rental contract until proof of insurance can be provided to the District.

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’s designee, be required to employ Building / Field Managers, at the designated rate per hour, to help ensure the safety of attending persons as well as to help prevent the destruction of school property. Employment of District Personnel does not release the renting or using group from liability for any damages incurred and/or injuries sustained while the building is occupied by the using group.

SUBSEQUENT AGREEMENT:

After the original agreement, groups or organizations desiring to continue to use the facility shall be required to submit a new application. Changes made after the original agreement is signed which affect the amount to be charged and/or the conditions of the rental agreement shall necessitate the signing of a new agreement to supersede the original agreement.

USE OF SCHOOL KITCHEN:

Any group or organization wishing to use a school kitchen shall be required to have District Food Service staff on duty to supervise the use of equipment during the entire time the facilities are rented or used.

A fee will be charge for use of a staff member at an additional cost to the group or organization and shall be in addition to any other fees and/or charges incurred by the group as organization pursuant to the agreement.

After contacting the Facilities Rental Office, the lessee must contact the Food Service Department for leasing of any kitchen and charges.

HEALTH REQUIREMENTS:

All food servings must be in compliance in accordance with Texas Health and Safety Code (HSC), Chapter 438, Subchapter G. A temporary food permit from the Texas Department of Health and Human Service may be required. (Attachment - “Do you need a temporary food event permit?” – Travis County)

NON-PROFIT STATUS VERIFICATION REQUIREMENT:

All 501(c) (3) non-profit organizations shall provide a copy of their letter of determination from the IRS and a copy of their 501(c) (3) paperwork as part of this application. (Attached)

ADA COMPLIANCE:

Groups agree to comply with the Americans with Disabilities Act at least to the same extent LISD would be required to comply with such act. Applicant will indemnify and hold harmless LISD and its officers, employees and agents for, from and against any and all claims by third parties alleged against LISD for alleged violations of the Americans with Disabilities Act relating to applicant’s operations, programs and/or failure to make accommodations.

CRIMINAL BACKGROUND CHECKS:

Approved organizations will agree to prohibit employees, agents or others who have been convicted of: (a) a felony under Penal Code Title V; (b) an offense requiring registration as a sex offender under Code of Criminal Procedure, Chapter 62; or (c) an offense under the laws of another state equivalent to (a) or (b), above, from providing services, programs or training to public school age children in connection with use of District property.

SAFETY INFORMATION:

LISD Safety is our Priority

Follow all safety instruction and signage when on LISD property. The fire marshal can impose a \$500-\$2,000 fine per incident to the user.

- Do not cover/block exit signs, doorways, fire extinguishers, strobe lights, or smoke alarms
- Do not move or place anything in the hallways
- Use only the room/rooms that you requested
- If you use extension cords, make sure they are the heavy-duty type and they must be unplugged when not in use
- If the fire alarm goes off, please evacuate everyone in the building immediately; do not reset alarm

We appreciate your cooperation in this matter. If you have any questions or concerns please do not hesitate to call the following personnel at any time:

Darla Hume/ Director of Risk Management
512-844-9192
Russell Summers/Security and Environmental Specialist 512-844-6322

**After Hours Emergency number
512-849-2966-- Some charges may apply**

PARKING:

Please help us keep our schools and kids safe!

Remember, an illegally parked vehicle may impede medical emergency access. Don't be responsible for any delays; it could be for your child or family member.

Please do not park in fire lanes, by fire hydrants, blocking driveways, in handicap spaces, or in handicap accessible routes.

All vehicles illegally parked in any LISD property may be fined and/or towed at the owner’s expense. (2000 IFC, Chapter 5, Section 503, 503.4 Fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles.) Fines may be up to \$500. Towing may be up to \$150.

All groups using any LISD facilities and grounds are responsible for keeping all emergency access clear at all times.



AUSTIN/TRAVIS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
PUBLIC HEALTH AND COMMUNITY SERVICES DIVISION
Environmental and Consumer Health Unit
15 Waller Street, Austin, TX 78702
Phone: (512) 972-5600; Fax: (512) 972-5630



DO YOU NEED A TEMPORARY FOOD EVENT PERMIT?

Festivals, parades, celebrations and other special events contribute to the quality of life in Austin. Most of these events also feature food for sale or distribution. The Temporary Food Events (TFE), such as traveling fairs and carnivals, circuses, multicultural celebrations, special interest fundraisers, restaurant food shows, and other gatherings, have become extremely popular and are held with increasing frequency in our community.

Many of these TFE can involve extensive preparation and processes that include the cooking and advanced preparation of food prior to service. Anytime food is being handled there is a possibility of the food becoming contaminated? Some foods such as raw meats and poultry can be contaminated prior to obtaining them. It is estimated that 76,000,000 cases of food borne illnesses occur every year and there are emerging illnesses and drug resistant bacteria that are increasing the hazards. No one wants to make anyone ill and with this in mind the City Code and the Texas Food Establishment Rules (TFER) provide guidelines for permitting and food safety standards for all food establishments. The Health Department has established procedures that can assist with the advanced planning and management of TFE. We ask for your support in promoting these food safety practices

The Austin/Travis County Health Department requires individuals or organizations to obtain a temporary food service permit for any event in which they are offering food for public consumption.

If you can answer “Yes” to any of the following questions you will need to obtain a temporary food service permit.

1. Is the general public invited to the event?
2. Can a person other than a member of the organization and their family members or invited guest attend?
3. Have you advertised the event or sold tickets to the general public?

The following is a list of minimum guidelines for food safety:**

- NO HOME PREPARED FOODS other than baked goods such as cookies, brownies, cakes.
- Hand washing and ware washing facilities must be provided. The hand washing facility is a container that allows for water to flow freely with a catch bucket below (i.e. a tea urn with the spout propped open) and provided with soap and paper towels. The ware washing facility can be three separate containers set up for washing, rinsing and a bleach solution.
- All foods must be cooked to required temperatures (Ask about specific foods you want to offer)
- Hot foods must be held at 135°F or above
- Cold foods held at 41°F or below
- All foods must be kept covered
- Overhead and floor covering must be provided.

There may be additional requirements depending on your operation and the types of food you want to offer

If you have additional questions, you may contact the Environmental and Consumer Health Unit at 972-5600

Non-Profit Charitable Organization Exemption Form

This addendum must be completed by all non-profit charitable organizations exempt from federal income tax classified as a 501(c)(3) organization. Please attach this notarized form with a copy of your 501(c)(3) paperwork and letter of determination from the IRS.

I, _____ as an authorized agent of, _____ the rental organization, hereby certify that the above named organization,

1. is exempt from federal income tax and classified as a 501(c)(3) non-profit organization
2. is a non-profit corporation, foundation, community chest or fund organized and operated exclusively for one or more of the following purposes: charitable, religious, prevention of cruelty to children or animals, youth sports, youth recreational, promotion of social welfare or educational (excluding private primary or secondary schools, alumni associations, and related on-campus organizations); and,
3. dedicates its assets to the achievement of the organization's stated purposes; and,
4. normally receives more than one-third (1/3) of its support in any year from private or public gifts, grants, contributions or membership fees; and,
5. does not engage in activities which are not furtherance of one or more of the above specific purposes; and,
6. does not directly or indirectly participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
7. does not allow any part of its assets on dissolution of the organization to inure to the benefit of any group, individual, or shareholder.

For: _____ (Name of Organization)

By: _____ (Signature of Authorized Representative)

_____ (Name of Authorized Representative)

_____ (Title of Authorized Representative)

_____ (Date)

STATE OF TEXAS

COUNTY OF _____

SUBSCRIBED AND SWORN to and before me on _____, _____ 20____

Notary Signature _____ Date _____

