Wimberley ISD

Excellence. Innovation. Service.

Facility Use

General Guidelines, Rules, and Procedures

Updated: August 1, 2023

Facility Use

General Guidelines, Rules, and Procedures

Wimberley ISD welcomes the use of district facilities by outside organizations/groups; however, such use of District facilities shall not be permitted when it interferes with the educational programs of any campus or District –scheduled activities, including facility maintenance and/or repair projects. The Board of Trustees and the Administration of the Wimberley ISD will assure the taxpaying public that school facility use is in no way detrimental to the regular educational program.

Public school buildings are provided primarily for the regular educational program of the Wimberley Independent School District and they must be maintained at all times in a satisfactory manner for this purpose. The use of public school facilities outside of school hours may be granted for non-profit educational, cultural, recreational and civic activities as freely as is consistent with the statutes of the State of Texas, the primary purpose of the public school buildings and the rules and regulations of the Wimberley ISD as specified by the Board of Trustees. The Wimberley Independent School District reserves the right to reject any requests deemed to be inappropriate.

General Requirements

A responsible representative of a group or organization desiring to use a school facility shall create an account and submit a reservation request on the Facility Use reservation webpage at least seven (7) days prior to the desired event date.

The items listed below are required for approval for scheduling non-school events in Wimberley ISD facilities prior to scheduled event:

1. A completed Wimberley ISD Facility Use Application
2. A certificate of general liability insurance in the amount of $1,000,000 per occurrence/$2,000,000 aggregate with the Wimberley Independent School District named as an additional insured and certificate holder.
3. All 501(c)3 non-profit entities shall provide a copy of their *Letter of Determination* from the IRS.

Payments must be made at least seven (7) days prior to dates of requested usage unless approval is given by the Superintendent or CFO of the district. If payment is past due thirty (30) days of date of usage a 6 % penalty may be added to the total cost of

rental. Failure to pay rental fees and any penalty assessed may result in the loss of rental privileges.

All payments must be made to Wimberley Independent School District and through the district webstore or made in person at the Wimberley Texan Field House, 199 Texan Boulevard, Wimberley, TX 78676. No WISD employee is authorized to accept tips, gratuities or wages directly from the Applicant or Lessee.

Applicant will be charged for all dates and times scheduled, unless a cancellation notice of at least five (5) days is received.

Changing a reservation or rental schedule will incur a $35 administrative fee and must occur at least three (3) days prior to the event.

Indoor facilities and stadium cannot be reserved for leasing from July 1st until the Monday of the second week of the start of the school year to allow staff the opportunity to set campus schedules.

Permission to use the facility or any portion thereof shall not be transferred to a third party.

All groups shall comply with the guidelines, rules and procedures established by the District for the facility to be used. Violations of these guidelines, rules and procedures or inaccurate/untruthful statements in the application may place the organization in an ineligible status for future use of District facilities. Facility use agreements may be canceled at any time if there is evidence that District policies and regulations are being violated. In case of cancellation, the Board of Trustees assumes no liability other than the return of fees charged.

Conditions of Facility Use

1. The activity must be under competent adult supervision and/or leadership. Representative(s) specified on the application as responsible for the rented facilities shall be present at all times during the event. Organizations will be required to provide adult supervision during all events at the The use of the facility is for participants only. Unsupervised activities, siblings, friends, etc. are not Allowed. The District reserves the right to judge the adequacy of such supervision and if, in its judgment it is advisable to do so, may require a person or persons to be assigned to the function and the applicant will be responsible for payment for said services.
2. The program of activities must be suited to the available facilities and they must be of an educational, cultural, recreational or civic nature.
3. The agency or group requesting the use of the facility shall guarantee orderly behavior of any and all involved in using facilities and will pay the cost of custodial services and other operating expenses as a result of their usage. The group or agency renting the facility shall assume full responsibility for any damages to District property beyond that resulting from reasonable usage.
4. All trash or recycling container pick- ups, other than those normally scheduled, which are required as a result of the applicant's event, will be paid for by the applicant. If WISD staff is required to clean up after the event, the applicant's organization will be billed for necessary services.
5. The use of district facilities for inappropriate reasons or for any purpose not in the public interest is prohibited. District shall be the final judge of what is appropriate or not in the public interest.
6. All district owned specialized equipment (projectors, PA Systems, computers, lighting equipment, etc.) will be operated only by Wimberley ISD employees. Additional fees for staff and equipment will apply for these services.
7. Food and drinks shall be consumed only in areas designated for such use at any WISD facility. No food or drinks are allowed in any gymnasium or auditorium.
8. All Turf Guidelines must be followed for the use of WISD turf fields, to specifically include NO sunflower seeds, gum or Gatorade.
9. The use of tobacco products, alcoholic beverages and/or prohibited substances is expressly forbidden at/in any district facility.
10. Firearms, weapons or explosives will not be allowed on school property.
11. Due to safety and health concerns, no animals will be allowed on district property, including dogs (except for service dogs for the visually impaired).
12. Open flames are not allowed on any school property unless approved for food warming.
13. Fire and safety regulations of the District, the City of Wimberley and the State of Texas shall be complied with at all times.

14. The applicant, organization, association or renter does hereby agree that it shall defend hold harmless and indemnify the Wimberley Independent School District, the Board of Trustees, administration and employees from any and all demands, claims, suits, actions and legal proceedings, brought against it from the use of any District facility.
15. No keys will be issued to non-district personnel to use their building/facility keys without express permission of the Superintendent of schools. Access may be issued for facilities that apply and access will only be granted during rental agreement time.
16. Locked and propped doors- Badges issued will be for that facility and will only be operational for a designated time. At no time shall a door be propped open and left for entry by the renters. This is a violation of WISD policy and could result in forfeiture of the rental facility.
17. Any church group requesting the use of District facilities for long term rental must show proof of seeking a permanent site for religious purposes in the Wimberley area. This proof must be provided to the CFO of the District. A religious organization must meet the definition of a church under the Internal Revenue Code, 170(b) (1) (A) (I). Rental of a school facility for a period longer than 12 months shall be made only with the specific authorization of the Superintendent of Schools.
18. Only the areas of rooms specified in the building use application shall be used.
19. The Board of Trustees reserves the right to revise rental rates and procedures at any time.
20. The District may require a $50.00 refundable deposit with each rental application.
21. The use of District's facilities shall be on a first-come, first-served basis with the understanding that the District's use of its facilities takes precedence over the use by any outside organization, group or individual. The District considers public elections and candidate forums to be a very high priority. The use of District Facilities for elections and forums is offered as a courtesy to the community by the District and is therefore exempt from deposits and fees.
22. The District reserves the right to enter into long term arrangements with local youth development groups for the use of district facilities for length of an entire season.
23. Organizations using school facilities are responsible for enforcing all restrictions.
24. All outdoor facilities must follow WISD weather policy. When a lightning strike is within a 10 mile radius all activity must be suspended for thirty minutes and take shelter immediately. Once activities have been suspended, wait at least thirty minutes following the last sound of lightning flash prior to resuming an activity or returning outdoors.

Criminal Background Checks

1. Approved organizations 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 the 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.

Rental Fee Table and Guide

The District is a tax –supported nonprofit 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, non-profit organizations, for-profit organizations, and civic groups) in establishing the fee charged. The district requires a fee to recoup a portion of the cost incurred by the district to operate the facility. Operating costs would include items like electricity, water and consumable items that must be replaced. If personnel support (custodial, etc) is required for the activity, the procedure includes reimbursement of those expenses as well. All organizations/groups within the same category shall be offered fair and equal access to District facilities.

On **ALL** WHS Theater usage, it must be approved by the theater department and additional fees may be required.

For **ALL** Texan Stadium field usage, the request must be approved by the Athletic Director and additional fees may be required.

Additional **$25.00** fee per hour applies for lights for football, baseball, and softball fields.

Additional Custodial Personnel Fee of **$25.00** per hour when custodial services are requested or deemed necessary by WISD based on the requested use and size of event.

For cafeteria usage, if the kitchen is being used, the Director of Child Nutrition must approve usage and a WISD staff worker is required at an additional **$25.00** fee.

Rental Groups

“Local” is defined as the applicant has its principal office or residence within the WISD boundary.

“Non-Profit” is defined as a non-profit incorporated in the State of Texas or recognized as a 501(c)3 organization of the IRS. If requesting 501(c)3 Status, the current Nonprofit Charitable Organization Exemption form must be provided.

Group 1:

School affiliated, youth oriented, non-profit groups such as PTO, Booster Clubs, Project Graduation, local professional educator organizations, and campus registered student clubs. No fees or insurance required; however, hourly labor costs may be applied depending upon the size and scope of proposed use. District employee must be present. Custodial Fee may apply (hourly labor costs).

Group 2a:

Non-profit, non-school affiliated youth oriented groups such as youth sports associations, scouting groups, youth sports clubs, and WISD sanctioned programs that benefit WISD students. This group must be community-wide in nature and offer a program of interest and benefit to the general public. Seventy-five percent (75%) of the students must attend Wimberley ISD schools. A participant roster is required, showing student name, grade level and campus attended.

Group 2b:

Organized “Local” non-profit community group such as any civic, service, cultural, political, religious group, or charitable agency which is not engaged in a business or enterprise to produce income or a financial gain. (examples: adult community groups, church services, family reunions, homeowner associations, etc.).

Group 3:

Organized “Local” or “Non-Local” for profit groups or commercial enterprises for adults or children (examples: aerobics, dance, karate, plays, theater, tournaments, private lessons and camps not affiliated with WISD, etc.) For the purpose of athletic facilities use, all “Select”, “Elite”, or “”Private” fee-based youth groups and affiliates that cannot be qualified as non-profit will fall under Group 3.

Wimberley ISD Rental Fee Table and Guide

The below table reflects fees for cost recovery of electricity and maintenance of facilities:

Blue Hole Campus	**Group 1**	**Group 2**	**Group 3**
Classrooms	None	$25.00 per hr	$75.00 per hr
Gym	None	$25.00 per hr	$75.00 per hr
Cafeteria	None	$25.00 per hr	$75.00 per hr
Playground	None	None	None
Jacob's Well Campus	**Group 1**	**Group 2**	**Group 3**
Classrooms	None	$25.00 per hr	$75.00 per hr
Gym	None	$25.00 per hr	$75.00 per hr
Cafeteria	None	$25.00 per hr	$75.00 per hr
Commons	None	$25.00 per hr	$75.00 per hr
Playground	None	None	None
Danforth JH Campus	**Group 1**	**Group 2**	**Group 3**
Classrooms	None	$25.00 per hr	$75.00 per hr
Gyms	None	$25.00 per hr	$75.00 per hr
Cafeteria	None	$25.00 per hr	$75.00 per hr
WHS Campus	**Group 1**	**Group 2**	**Group 3**
Classrooms	None	$25.00 per hr	$75.00 per hr
Gyms	None	$25.00 per hr	$75.00 per hr
Cafeteria	None	$25.00 per hr	$75.00 per hr
Theater	None	$150.00 per hr	$300.00 per hr
Baseball Field	None	$25.00 per hr	$75.00 per hr
Football Field	None	$150.00 per hr	$300.00 per hr
Softball Field	None	$25.00 per hr	$75.00 per hr
Track	None	$25.00 per hr	$75.00 per hr
Tennis Courts	None	None	$5.00 per hr per court

NOTE: All High School Playoff Games must go through the Athletic Office for prices and set-up. Call 512-847-3211

Acknowledgment of Rental Information

Activities conducted in school facilities must meet the policies and regulations of the Wimberley ISD School District, its Board of Trustees and all state and local laws.

The Following must be on file with the Facilities Department prior to scheduling the rental of any district facility:

- Proof of acceptable liability insurance with Wimberley ISD named as an additional insured and policy holder with limits of at least $1,000,000.
- Non-profit Certificate for verification of rate category (Proof of 501(c)3 Status) issued by the Office of the Secretary of State.
- Roster of student participants, including each student's name, grade level and campus as needed for the rate category.

Rental Fees will be determined by the Facilities Department of Wimberley ISD.

The undersigned agrees to be responsible to Wimberley Independent School District for the use and care of all rented facilities and to conform to all policies and regulations as set forth in the attached Rental Guidelines, Rules and Procedures.

This organization represents to the Wimberley Independent School District that it has read the Facilities Rental Information Packet and agrees to all provisions contained therein. The Renting organization understands and accepts that any violation or deviation from these rules may result in fines or fees or loss of future rental privileges as deemed appropriate by the Wimberley Independent School District.

Signature:_____ Title:_____

Print Name: _____ Phone: _____

Address: _____ Date: ____/____/____

Approved by (WISD Representative): _____ Date: ____/____/____