



# Palacios ISD Facilities Rental and Usage Handbook

**PISD Board Approved 10/7/2024**

*This document is intended to be a living document to help facilitate the rental and use of our PISD facilities to the community and campus organizations.*

## Using PISD Facilities

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 promote the efficiency of the school district, so long as such activities do not conflict with the school program and community expectations for the district. Programs serving district students will be given priority for use. The Palacios ISD guidelines shall pertain to all groups who desire to use schools and/or other facilities in accordance with this policy. **(Policy GKD LEGAL and LOCAL)**

School district facilities are not automatically open for public use. Normally, all school facilities are operated for school purposes and therefore are not public. **(Grayned v. City of Rockford)**. All use of school facilities by non-district entities will be coordinated through the office of the person responsible for the facility.

The district will charge a reasonable fee for community use. The Texas Constitution prohibits school districts from spending district resources to serve non-school purposes. Arguably, **charging no fees at all constitutes an improper "gift of public funds,"** if the district is spending its resources to keep its doors open for non-school use. A community group's direct payment of compensation to district staff who works to keep a facility open may lead to violation of federal law. The Federal Fair Labor Standards Act requires a school district employer to pay overtime to non-exempt employees who work more than 40 hours in a week.

Organizations or individuals using school facilities shall release the district from liability for personal injury and/or damages to personal property. All groups using school facilities shall be responsible for the cost of damages incurred during their use. Organizations using school facilities shall conduct their business in an orderly manner and will abide by all laws and policies, including but not limited to those prohibiting the use, sale or, possession of alcoholic beverages, illegal drugs, firearms, and the use of tobacco products on school property. Organizations or individuals using school facilities shall not distribute non-school materials if the materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience or if the materials endorse actions endangering the health or safety of students. The distribution of non-school materials is also prohibited if the materials criticize Board members or school officials or advocate for violations of school rules and fall within the standard described at Limitations on Expression. **(Policy FNAAL LEGAL and LOCAL)**

# Scheduling Palacios Facilities

## Non-District Related Activities

1. Contact the appropriate office to check availability of space desired.
2. If the space desired is available, the event will be temporarily scheduled.
3. Requester will complete and submit a "Facility Use and Setup Request Form" to the appropriate office within 3 business days of being temporarily scheduled (see page 11).
4. The appropriate administrator will reconfirm availability and sign the form.
5. Once a request is confirmed by the appropriate office and the District Office receives a copy, then the District Office will review for approval.

If approved – District Office will:

- Determine applicable charges. If an event is scheduled for a day or time that support services are not already staffed in the building, the district finance office will provide an appropriate budget code to charge accumulated overtime or support services expenses.
- Notify the appropriate office and requestor of final approval.
- Send requester a copy of the Facilities Use Agreement, Handbook, and collect charges if required.
- Provide appropriate staff with instructions and/or setup directions.
- Maintenance will schedule the heating or air conditioning as needed.
- District Office will confirm receipt of the approved form and resubmit to the campus.

If denied – the District Office will notify all parties.

# Palacios ISD

## Community Use of District Facilities

### Management Guidelines

#### ORGANIZATION

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

#### 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 promote the efficiency of the school district, so long as such activities do not conflict with the school program and community expectations for the District. 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 LOCAL)**

#### 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 District policies are in effect 24 hours per day, including the times a facility is rented. Contraband shall include, but not be limited to drugs, drug paraphernalia, weapons, and alcohol. District police 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, 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 law or federal 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.

#### 3. LONG TERM LEASES

Long-term rentals may be available but may require contractual agreements (MOUs) and may be subject to a different fee schedule.

#### 4. RESTRICTED USE OF CERTAIN AREAS

Certain areas such as laboratories, shops, and open teaching areas are not available for public use. Multi-purpose cafeterias may be used by non-profit organizations for general youth group leadership-training events; by performance studios for annual recitals, or one-time events and any established business partners for approved training or employee recognition events. Concessions, if applicable, will be operated by a PISD organization, unless otherwise negotiated. If concessions are open, they will be operated by a PISD organization. Proceeds will remain with the PISD organization. No competing sales will be allowed. Our concessions are not for rent.

#### 5. RESTRICTED USE DATES

Facilities cannot be reserved for leasing until September of each year to allow campus staff the opportunity to set campus schedules. There will be no rentals during Thanksgiving Break, Winter Break, Spring Break or the Month of August (except for Long term leases).

#### 6. ACCESS TO FACILITY KEYS

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

#### 7. CUSTODIAL AND OTHER SERVICES

District custodial staff may be required during various events. Base custodial fees charged to paying groups shall include limited custodial service only. Any specific service required shall be paid for in addition to the base fee. These fees cannot be waived.

#### 8. PROPERTY DAMAGE

Damages to District property shall be paid for by the renter whether caused by their group or others. Misuse or abuse of District equipment and/or facilities will result in the immediate denial of further use.

#### 9. 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 the district 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, the district 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, the district reserves the right to determine the acceptability of a carrier regardless of its rating. The insurance requirement may be waived by organizations that exist for the improvement of educational opportunity in the District, subject to the approval by the Superintendent or designee.

#### 10. 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 Palacios ISD Police Chief or in their absence the Superintendent, be required to employ Law Enforcement officers to help ensure the safety of attending persons as well as to help prevent the destruction of school property. Employment of law enforcement officers does not release the renting group from liability for any damages incurred and/or injuries sustained while the building is occupied by the using group. Law enforcement fees are not allowed to be waived.

11. 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.

12. DISTRICT STAFF

The District shall furnish the necessary staff to open, clean and close the property. If the facility 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 facility is being rented or used for hours during which District staff members are not normally on duty or extra cleanup is needed, the Superintendent's designee shall assign the number of staff necessary to maintain the facility and a fee will be charged. These fees are not allowed to be waived.

13. DESIGNATED REPRESENTATIVE

Any group renting or using District facilities shall designate one member of the group to be responsible for the program or activity. This person shall, in turn, be responsible to the building principal and/or the district staff.

14. DISTRICT STAFF CAMPS

Any district staff member conducting a camp must be an employee under contract or employee agreement. Financial assistance shall be provided to participants that qualify for the national schools lunch program. Charges may be applied for utility costs.

15. RENTAL AND PAYMENT TERMS

Checks shall be made payable to the District and payment of the facility usage charges shall be made prior to rental or use of the facility. Rental Time shall be charged from the time the lessee requested entry until the lessee leaves the facility (set-up time till break-down time). All fees are for rent only, additional cost for required personnel will be determined based on the request. Personnel fees will not be waived.

16. RIGHT OF CANCELLATION

The district and/or lessee may unilaterally cancel any agreement on any facility by giving notice forty-eight hours prior to a requested lease period. The lessee is entitled to a full refund only if the forty-eight-hour notification has been met. A partial refund (50%) will be given for less than a forty-eight-hour notice.

17. EXCEPTIONS AND MODIFICATIONS

Palacios ISD recognizes the need to allow exceptions for, or make modifications to, this policy as it applies to the best interests of the District. As such, the Superintendent or his designee reserves the authority to make exceptions or modifications to this policy without notice.

**CLASSIFICATION OF GROUPS:** Groups that may be allowed to use or rent District facilities shall be classified in THREE different classifications.

Classification 0. District Related (No-Charge)

Classification I. PISD Students/ Non-Profit

Classification II. Non-PISD / Private or Profit

### **District Related (No-Charge)**

Student, staff and parent organizations directly related to the District shall have the use of facilities as scheduled by and under the supervision of the principal without charge. Examples: (non-exhaustive)

- (1) School student organizations
- (2) PTA/PTO/Booster Clubs
- (3) Educational professional organizations for district staff
- (4) Polling places
- (5) School clubs and activities
- (6) PISD recognized Alumni Organizations
- (7) PISD recognized summer programs organized by PISD coaches/sponsors and approved by Central Office. These programs should be made up of students enrolled in PISD as of May of the most recently completed school year unless their parent/guardian has been recently employed by the district. (\*Fees may be required based on utility usage)

**District Related (No-Charge)** entities shall not sub-lease or sponsor an activity for which a charge is assessed.

### **Classification I. Local / Non-Profit**

\* Non-profit (501c3) service organizations holding an IRS tax-exempt status, whose efforts support the goals, curriculum, and student development practices of the district, and who serve a majority (80%+) of PISD students may receive reduced fees as determined by the Superintendent or the Superintendent's designee. Access will be assigned to sites on a schedule based on space available. Examples: (non-exhaustive):

- (1) Palacios Youth Association
- (2) Boy Scouts
- (3) Girl Scouts
- (4) Special Olympics
- (5) 4H
- (6) Civic: Rotary Clubs, Chamber of Commerce, etc.
- (7) Local religious organizations
- (8) Local college events
- (9) School Employees

### **Classification II. Non-PISD / Private or Profit**

Access will be assigned to sites on a schedule based on space available. Examples: (non-exhaustive) \*less than 80% PISD Students

- (1) YMCA or Youth Sports Groups (PSA, AAU, BCI, BBI, Select, Club, All-Stars)
- (2) Community/Civic Youth Groups (Church)
- (3) SAT Instruction – if conducted by outside private organizations
- (4) Drill Team Camps – if conducted by outside private organizations
- (5) Cheerleading Camps – if conducted by outside private organizations
- (6) Instructional Private Organizations
- (7) Performance Studios: Martial Arts, Dance, etc.

LOCATION	LOCAL NON-PROFIT Classification I RATE PER HOUR	NON-PISD PRIVATE/PROFIT Classification II RATE PER HOUR
<b>JH/SR HIGH SCHOOL</b>		
FH or Old JR High Gym	\$50	\$100
Competition, Aux, or FAB	\$100	\$200
<b>Elementary</b>		
Gym	\$50	\$100
<b>Parking Lots</b>		
Events held on parking lots. No water or utilities	\$25	\$50
<b>ATHLETIC FACILITIES</b>		
Shark Stadium without lights	\$150	\$300
Shark Stadium with lights	\$300	\$600
Softball/Baseball no lights	\$75	\$150
Softball/Baseball with lights	\$150	\$300
Auxiliary Fields (Practice)	\$150	\$300
Tennis courts and pits	\$50	\$100

*Price of opening and closing the facility is not included in price.  
Additional required/requested personnel are not included in price.*

## PERSONNEL & OTHER SERVICES AVAILABLE

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### **\*Charges for Additional Personnel: 2 Hour minimum**

Security Officer (Palacios PD)	\$50.00 per hour / per person
PISD Administrator / Supervisory Staff	\$50.00 per hour/per person
Technical Support	\$50.00 per hour/per person
Theater/Sound Manager	\$50.00 per hour/per person
Custodians	\$25.00 per hour/per person
Maintenance	\$25.00 per hour/per person
Gate/Ticket Operator	\$25.00 per event/per person
Announcer/Clock/Score Book	\$25.00 per game/per person
Food Service Workers	\$25.00 per hour/per person
Electricians/HVAC	\$50.00 per hour/per person
Chain Crew (Football)	\$100 per event (4-man crew)
Set-Up Fee (bases, balls, chains, 25/40 clocks etc...)	\$50-500 flat fee depending on needs and equipment needed

*\*Only if personnel are available*

**AGREEMENTS AND WAIVERS:**

**AGREEMENT CONTRACTUAL**

These documents shall constitute a contractual agreement upon: (1) acceptance and approval by the authorized Palacios ISD representative; and (2) payment of the appropriate fee by the Lessee.

**LIMITATION ON CONVEYANCE**

Notwithstanding any reference in these documents to the contrary, this agreement shall create only a license to occupy those specific portions of the real property identified herein for the specific dates and times specified. The agreement shall not create a Landlord/Tenant relationship, or any of the rights or incidents thereof.

**LIMITATION ON WAIVER**

The waiver of any right of Palacios ISD under this agreement shall be limited to specific instances of waiver and may not be construed as a general waiver of Palacios ISD's right to enforce any term thereof.

**WAIVER OF WARRANTIES; LIMITATION OF LIABILITY**

The parties recognize and agree that PISD facilities are made available to community groups as an extension of Palacios ISD's educational mandate and not as a commercial venture. It is therefore expressly agreed that Palacios ISD facilities are made available "AS-IS, WHERE-IS." THE PARTIES DO FURTHER EXPRESSLY WAIVE AND DISCLAIM ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF HABITABILITY OR SUITABILITY FOR A SPECIFIC PURPOSE.

In the event any Palacios ISD facility shall become unsuitable for use at the time and date specified herein due to a failure of the facility, a system thereof, a utility, weather, fire, strike, or any other condition beyond the reasonable control of Palacios ISD, Palacios ISD shall, at its sole and exclusive option, either: (1) make the same or substantially similar facilities available at another time or date mutually agreeable to the parties; or, (2) return all pre-paid payment and thereby terminate this agreement, or, in the case of an extended agreement, return a pro rata portion of rent based on the amount of time the facility is not available. Palacios ISD shall have no other duty or liability, and the lessee agrees to assume the full economic risk thereof.

THE PARTIES DO FURTHER EXPRESSLY AGREE THAT PALACIOS ISD'S SOLE AND EXCLUSIVE LIABILITY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY Palacios ISD SHALL BE LIMITED TO A REFUND OF THE LESSEE'S PRE-PAID PAYMENT. Palacios ISD SHALL IN NO EVENT BE LIABLE FOR SUMS EXPENDED IN ANTICIPATION OF PERFORMANCE, LOST PROFITS, CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES. THIS LIMITATION SHALL APPLY WITHOUT RESPECT TO WHETHER DAMAGES ARE THE RESULT OF Palacios ISD'S OWN NEGLIGENCE.

**NO WAIVER OF IMMUNITY**

Acceptance of this agreement by Palacios ISD shall not constitute a waiver of any immunity, defense or limitation of liability applicable to Palacios ISD as a public school district, nor of those applicable to any Palacios ISD officer, official, employee, agent, or volunteer.

**ENTIRE AND INTEGRATED AGREEMENT**

These documents represent the entire agreement between the parties respecting the subject matter thereof. All prior representations, negotiations, and discussions of terms are deemed to have been integrated herein. No representative of Palacios ISD shall have the authority to enter into any oral modification of this agreement, or to waive the terms thereof.

**CHOICE OF LAW AND VENUE**

This agreement shall be interpreted and enforced in accordance with the laws of the State of Texas. Venue for any litigation arising from this agreement shall lie exclusively in state court in Matagorda County, Texas. This agreement does not include any agreement to arbitrate.