

Garland ISD

COMMUNITY RELATIONS:
USE OF SCHOOL FACILITIES

GKD
(LOCAL)

GENERAL
POLICY

The Board shall exercise its authority to fix and collect rentals, rates, and charges from students and others for the occupancy or use of the District's auditoriums, cafeterias, gymnasiums, stadiums, or other facilities, in such amounts and in such manner as determined by the Board and as prescribed by the policies and regulations of the District in accordance with Education Code 45.033.

The District shall have first priority on facility use and may cancel any agreement on any facility by giving notice 24 hours prior to the commencement of a leased use if the District determines that it must use the facility for a function directly related to the operation of the District. A cancellation of this type shall require the approval of the Superintendent or designee.

This policy does not govern the use of schools by student and staff organizations. Parent and community support and booster organizations are covered by this policy.

No school facility shall be used by any group or individual who is not in compliance with the requirements of all applicable federal or state statutes, regulations, and rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, physical or mental disability, age, or other classification as applicable.

Facility usage is to be viewed as a privilege. Users must guarantee school officials that the activity is lawful, that behavior will be orderly, and that the users will pay for any damages, including, but not limited to, bodily injury, property, Americans with Disabilities Act (ADA) or other state and federal laws for which the lessees become liable, due to their use of the premises. The lessee also agrees to defend and indemnify the District in the event of any claim or lawsuit arising from an occurrence due to the lessee's use of the premises. Any misrepresentation by an organization or individual, abuse of property, and/or nonpayment by an organization or individual representing that organization may result in immediate termination of the contract, to include a requirement by the District for lessee to immediately vacate the premises. Such action could result in the District's denial of that organization's request for future use.

Use of District buildings/facilities shall be allowed upon issuance of a lease by the office of school facilities after the applicant has filed a written application for the use of a building/facility.

Reservations for buildings and facilities must be requested 30 days in advance of use and will not be confirmed more than 60 days in advance except as provided

under LONG-TERM LEASING below. No lease of a school facility will be confirmed prior to September 1. Proof of insurance must accompany each signed contract. No lease may be approved without proof of insurance as required by the District's current insurance schedule for lease agreements. A written, signed contract and total payment for all charges/deposits must be received in the District's leasing office at least ten days prior to the date of building/facility use. If a building/facility is to be used for an extended period of time, fees for a 30-day period shall be paid in advance and monthly thereafter.

Lease contracts must be signed by the primary user. An adult representative of the primary user must be present in the building/facility at all times covered by the lease. The District reserves the right to require additional supervision if the adult representative of that organization is so involved in the activities that they cannot control all participants at the activity. District determination will be made by a representative of the office of school facilities.

The custodian or other District employee assigned to open and close the building will be in charge of the building and will remain on duty for the entire period of the activity; however, the custodian will not function as a supervisor. Any employee of the District will be paid only by the District.

The Board will adopt and from time to time revise its insurance requirement and fee structure which may include building use, administrative processing, energy, and personnel fees as well as use deposits. Any establishment of a fee or change of a fee that is adopted by the Board will become effective September 1 of each year and be applicable for all leases in effect to the end of the next review period. When a refundable deposit is required, the cost of damage incurred during a lease period, if any, shall be deducted from the deposit. The deposit must be replenished as it is used.

Any non-school-affiliated organization claiming a nonprofit status must submit adequate documentation to substantiate that status.

TYPES OF GROUPS PERMITTED

Group A: School-affiliated, youth-oriented, nonprofit groups. No deposit is required.

Group B: Non-school-affiliated, youth-oriented (ages 17 and below), nonprofit groups. A refundable deposit is required.

Group C: Non-youth-oriented, nonprofit groups. A refundable deposit is required.

Group D: Elections. No deposit is required.

Group E: Other school districts. No deposit is required.

Group F: Government entities. No deposit is required.

Group G: All other lease requests. A refundable deposit is required. See CRITERIA TO GOVERN ALL OTHER LEASE REQUESTS.

CRITERIA TO
GOVERN ALL
OTHER LEASE
REQUESTS

The criteria to govern lease requests are:

1. For-profit organizations must operate a permanent place of business within the District boundaries. Individuals must also reside in the District. In the case of joint ventures consisting of both nonprofit and for-profit organizations, at least one of the parties must reside and/or operate a place of business with the District. (A post office box to establish a Garland address is not acceptable). An individual who resides in the District may not enter into a joint venture relationship with an organization that is not otherwise qualified to lease District facilities in order to attempt to qualify that organization for lease of District facilities.
2. The purpose of the lease must be for the primary benefit of the residents of the District. At least 75 percent of the attendees for the requested lease must reside within the District boundaries.
3. District facilities shall not be leased to businesses and/or individuals for the purpose of conducting or perpetuating a commercial enterprise, or for meetings that are part of their business operations.
4. District facilities may be leased to individuals or for-profit organizations for social functions under Group G fees and terms.
5. The Superintendent or designee will have the prerogative to determine which facility and/or which areas of a facility will be leased.
6. The use of facilities by any District employee during non-school hours for any activity that generates private income for the employee or any participant in the activity, shall be subject to all other policies herein, and shall be approved by the Superintendent or designee, in advance. Any use of a District employee for the purpose of generating private income shall be covered by a lease.

LONG-TERM
LEASING

No organization shall be granted extended rights to the use of facilities financed in any way by outstanding bonds.

The maximum length for requests shall be the "season" associated with sports competition; one school year for higher education institutions and non-school-affiliated, youth-oriented, nonprofit organizations; and one school semester or one summer for all other organizations.

Requests for extended use by higher education institutions that use District facilities to provide college-level courses to the District's employees and students; other school districts; non-school-affiliated, youth-oriented, nonprofit organizations; and governmental entities will be considered on a case-by-case basis and such institutions will not have to document intent to provide their own facilities. Other groups that request extended use of District facilities must provide the following documentation as evidence of their intention to occupy a facility of their own:

1. The organization must hold title to the property on which a building is to be erected.
2. A contract for erection of a building must be in force showing a completion date, or in the case of organizations which are constructing their own facilities, evidence of financial commitment and a reasonable projected construction completion date.

Terms of the lease shall conform to adopted District policy and administrative regulations applicable thereto. Extensions of the original lease period for groups that are required to document intent to occupy their own facility will not be granted unless proof of substantial progress toward occupancy of that facility is provided by the organization. Requests for extensions must be submitted not less than 30 days before the expiration of the original lease.

The following statement shall be read to the audience by the person presiding at the beginning of each meeting when a long-term lease is approved:

"The Board is pleased to make school facilities available for community use. However, by its action in making these facilities available, the Board as a governing body does not endorse nor does it reject the point of view of the organization leasing the facilities, or the speakers on the program."

**PROHIBITED
ASSEMBLIES**

Prohibited assemblies shall include:

1. Commercial entertainment productions that are conducted under any auspices other than the District.
 2. Presentations or productions that are, in the judgment of the Board, not in harmony with the goals and purposes of the District.
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