

Facility Usage Guidelines

September 2022



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Statement of Purpose

The Crosby Independent School District welcomes public use of District 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 Board Policy GKD(LEGAL), GKD(LOCAL), and District procedures.

Facility Usage

The District reserves the right to refuse usage, if deemed in the best interest of the District.

An executed Facility Usage Agreement is required for all facility usage. See Exhibit B for a sample Agreement.

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.

Approval Procedures

Approval procedures, for organizations seeking District facility usage, begin with the submission of the Application for Facility Usage (Exhibit A). This Application must be submitted to CISDFacilityUsage@crosbyisd.org no less than 30 calendar days before and no more than one year prior to the requested date(s) of use. The application will begin the process and will only tentatively hold the requested date/facility.

District Logos

Official Crosby ISD logos shall not be used to promote non-District sponsored events being held at Crosby ISD facilities. No unauthorized use of Crosby ISD logos is allowed in print, online, or social media. For flyer guidelines, please consult the Flyer Guidelines section of the Community page on the District website at www.crosbyisd.org.

Publication of Event(s)

The applicant must not make firm plans, advertise activities, or sell tickets to an event prior to receiving written approval for the use of District facilities.

Internet/Wi-Fi Access

Applicant will provide internet or Wi-Fi access for date(s) of event(s). The District's internet and wireless access will not be made available to Applicant(s).

Cancellation

Cancellation must be given in writing to CISDFacilityUsage@crosbyisd.org. Applicants will be charged for all dates and times scheduled unless a cancellation notice of at least 10 business days is received. Business day is defined as days the District is open.

Any use of District facilities can be cancelled at the discretion of the Superintendent or designated representative without advance 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 deposit and/or 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 Use

Per Board Policy GKD(LOCAL), the District shall permit repeated use by any group or organization for non-school purposes no more frequently than once a week and for no longer than one year.

Insurance Requirements

Applicant(s) requesting the use of a District facility must furnish proof of insurance for the event date(s).

Proof of Insurance

Applicant(s) will be required to furnish a Certificate of Insurance provided by an insurance provider licensed in Texas with at least \$1,000,000 (one million dollars) of general liability coverage. In addition, the Certificate should provide for a 30-day notice of cancellation or material changes in the coverages.

Crosby ISD must be named as Additional Insured and Certificate Holder, as listed below:

Crosby Independent School District
14670 FM 2100
Crosby, TX 77532

Effective dates must cover the date of the event(s).

Cancellation of insurance voids the Agreement until proof of insurance can be provided to the District.

Payment

Payment of deposit and estimated rental fees and labor charges is due no less than two weeks prior to event date. Failure to submit payment two weeks prior will result in event cancellation. Payment may be made online via the RevTrak portal or via check/money order payable to Crosby ISD.

Please send checks to:

Crosby ISD
Attn: Business Office
14670 FM 2100
Crosby, TX 77532

No payment is required in advance for UIL usage of facilities.

Deposit Requirement

A deposit is required in the amount of \$200 or 10% of the Rental Fees, whichever is greater.

No deposit is required for UIL (University Interscholastic League) usage of facilities.

Refunds

Events cancelled due to weather or unforeseen circumstances can be refunded after all attempts for rescheduling have been exhausted. All refunds will be issued by check or refunded through the RevTrak Portal within 30 days of cancellation.

Equipment found inoperable must be communicated by the Applicant via email to the Director of Maintenance at cmurray@crosbyisd.org AND to CISDFacilityUsage@crosbyisd.org as soon as possible, but no later than 24-hours from the time the usage began.

Post-Event Charges

Final payment of rental fees and labor charges in excess of hours estimated on the initial approval of the application are due upon receipt. Failure to pay will result in denial of future rental requests. Staying within requested hours and encouraging proper disposal of trash will help prevent post-event charges.

Types of Organizations

Category A – District-Sanctioned School Functions and Partners

Approved organizations or associations affiliated with a particular school or the District as a whole, and our local governmental agency partners. School affiliated, youth oriented, non-profit groups such as PTA, 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 the proposed use.

An Applicant's current IRS 501(c)(3) status will be verified via the IRS Tax Exempt Organization Search feature on the www.irs.gov website prior to approval of the Application.

Category B – Youth Groups

Non-profit, non-school affiliated, youth-oriented groups serving young people under the age of 21, such as youth sports associations, youth sports clubs, nationally recognized youth service organizations such as, but not limited to, Boy Scouts, Girl Scouts, 4-H, and Crosby ISD sanctioned programs that benefit CISD students.

An Applicant's current IRS 501(c)(3) status will be verified via the IRS Tax Exempt Organization Search feature on the www.irs.gov website prior to approval of the Application.

Category C – Non-Profit Organizations

Civic, service, political, governmental, religious, or charitable agency, association (i.e., homeowners'), 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 fundraising activities or charging fees for services simply to defray the organization's costs or for charitable purposes.

An Applicant's current IRS 501(c)(3) status will be verified via the IRS Tax Exempt Organization Search feature on the www.irs.gov website prior to approval of the Application.

Category D – For-Profit Organizations

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. Any group or individual who does not have non-profit status (i.e., 501(c)(3)) will be in the for-profit category.

Safety/Security

Applicant(s) assumes responsibility for the preservation of order in the facility and for any liability or damage to District property.

Access to 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.

Parking Guidelines

All applicant(s) using any Crosby ISD facilities and grounds are responsible for keeping all emergency access clear at all times.

1. Vehicles shall be parked only in designated parking spaces and parking in fire lanes is strictly prohibited.

2. Unauthorized or unattended vehicles are subject to towing. It is the responsibility of the applicants(s) to ensure their patrons know the rules and communicate that violators are subject to towing.

Safety Information

Applicant(s) using Crosby ISD facilities should follow all safety instructions and signage when on Crosby ISD property.

1. Access shall never be obstructed and/or blocked for any reason. Tornado and other Emergency Evacuation plans are posted in all facilities. Applicants must familiarize themselves and their participants with all evacuation plans and posted emergency management plans. Applicants must ensure that any and all safety signage posted by the District remains visible and unobstructed.
2. No part of any emergency device such as fire alarms and emergency lighting may ever be covered up and or obstructed.
3. No electrical wiring is to be changed and no part of District facilities may be modified under any circumstance.
4. All organizations are liable for remaining within safe occupancy limits as established by room configuration.
5. The number of participants and guests shall not exceed the authorized capacity of facilities.

Weather-Related Guidelines

Crosby ISD is not liable for weather-related incidents. Recommended guidelines for heat stress and athletic participation can be found at <https://www.uiltexas.org/health/info/heat-stress-and-athletic-participation>. Below are Heat Index and Cold Weather Guidelines provided by the Crosby ISD Athletic Department for reference only. Each applicant should have a plan in place to address any potential weather-related issues that may occur on the event date(s).

Heat Index Guidelines

Applicants are required to abide by the following guidelines when using District facilities.

Heat index of less than 100°

- No Restrictions

Heat index of 100°-105°

High School Baseball/Softball/Football

- Limited to 2 hours; 5-minute break every 30 minutes.
- Unrestricted access to water at all times
- Football:
 - Conditioning must take place without helmets/shoulder pads
 - Athletes are allowed to remove helmets if not actively participating

Junior High Football

- Limited to 90 minutes of practice; 5-minute break every 20 minutes.

- Conditioning must take place without helmets/shoulder pads
- Athletes are allowed to remove helmets if not actively participating
- Unrestricted access to water at all times

Tennis

- Limited to 90 minutes of practice with 10-minute breaks every 30 minutes

Cross Country

- Must stay on campus
- Limit runs to 1/2 normal distance
- Unrestricted access to water at all times

Heat index of 106°-110°

High School Baseball/Softball/Football

- Workout limited to 90 minutes; 5-minute break every 30 minutes
- 10-minute break should precede all conditioning for high school
- Unrestricted access to water at all times
- Decrease repetitions and practice for overweight individuals
- Extra conditioning/running canceled
- Football:
 - Conditioning must take place without helmets/shoulder pads

Junior High Football

- Limited to 90 minutes in shorts and helmets or 1 hour in full pads, 5-minute break every 20 minutes
- 10-minute break should precede all conditioning for high school
- Conditioning must take place indoors without helmets/shoulder pads
- Unrestricted access to water at all times
- Decrease repetitions and practice for overweight individuals
- Extra conditioning/running canceled

Tennis

- Limited to 90 minutes with 10-minute breaks every 15 minutes.

Cross Country

- Must stay on campus
- Limit runs to 1/4 normal distance
- Unrestricted access to water at all times

Heat Index of 111°-120°

High School Baseball/Softball/Football

- Practice in shorts and helmets
- Limited to 1 hour with 5-minute breaks every 15 minutes
- Unrestricted access to water at all times
- Conditioning should take place indoors
- Decrease repetitions and practice for overweight individuals

Junior High Football

- Practice in shorts and helmets
- Limited to 45 minutes with 5-minute breaks every 15 minutes

- Unrestricted access to water at all times
- No conditioning
- Decrease repetitions and practice for overweight individuals

Tennis

- Limited to 45-60 minutes with 10-minute break every 15 minutes

Cross Country

- Must stay on campus
- Limit runs to 1/4 normal distance
- Unrestricted access to water at all times

Heat index of greater than 120°

- No outdoor workout

Cold Weather Guidelines

High School

Temperature greater than 36°

- All clear to practice
- No practice modifications
- Monitor at risk athletes (overweight / asthmatic)

Temperature 35° - 33°

- 35 minutes of exposure with 20 minutes inside the gym (after 20 minutes may return outside)
- Warm-up must be done inside
- Dry clothing
- Dressed with extremities covered**

Temperature 32° or below

- All practices inside
- No outside exposure

Junior High

Temperature greater than 45°

- All clear to practice
- No practice modification
- Monitor at risk athletes (overweight/asthmatic)

Temperature 35-45°

- 35 minutes of exposure with 20 minutes inside the gym (after 20 minutes may return outside)
- Warm-up must be done inside
- Dry clothing
- Dressed with extremities covered**

Temperature less than 35°

- All practices inside
- No outside exposure

**Ensure all students are dressed appropriately: wearing a hat that covers the ears, gloves to cover hands, as well as clothing that covers arms and legs.

Lightning Policy

Crosby ISD on-site District personnel will begin suspension of outdoor activities when lightning is detected with 10 miles. Applicant(s) are responsible for monitoring weather conditions during practices, as well. Applicants are responsible for the safety of all participants who attend their events. Crosby ISD recommends applicant utilize a mobile weather app for weather alerts. Lightning often precedes rain, so don't wait for the rain to begin before suspending outdoor activities.

IF OUTDOORS AVOID:

- Sports fields or open spaces
- Playgrounds
- Parking Lots
- Trees
- Towers and Poles
- Unprotected Pavilions
- Baseball Dugouts
- Bleachers (metal or wood)
- Metal fences and Structures

IF INDOORS:

- Stay away from doors and windows.
- Do not use landline telephones.
- Stay away from appliances

Lightning may strike exterior electric and power lines, inducing shocks to inside equipment

No outdoor activities can be resumed until there has been no lightning detected within a 10-mile radius for 30 consecutive minutes.

Renter Code of Conduct

It is the responsibility of the applicant(s) to ensure the communication and enforcement of these provisions:

1. Applicant(s) and event attendees must obey all local, state, and federal laws.
2. Applicant(s) and event attendees must be courteous to Crosby ISD staff at all times.
3. The possession, consumption, or use of alcoholic beverages, tobacco/vaping products, and/or illegal drugs is strictly prohibited on all District property.
4. Firearms, knives, and weapons of any sort are not permitted on District property.
5. Animals are not permitted inside District Facilities except for accessibility reasons.
6. Tape, holes, screws, nails, etc. are not to be placed in or on the floors, walls, or ceilings.

7. Applicants shall cooperate with District Staff in making a good faith estimate in professional security needs dependent upon the size and nature of events to ensure that all activities are orderly and lawful.
8. Children are to be supervised at all times and remain in authorized areas as assigned by the Facility Usage Agreement.
9. No food or drink (including water) is ever allowed anywhere in District Facilities except for the cafeteria and/or concession stand operations. No gum allowed at any time in any District facility. Food or beverage in approved areas must never be left unattended.
10. The use of CISD Kitchen Facilities is prohibited unless prior arrangements have been made with the District's Nutrition Services Department for catering services and/or catering supervision by Nutrition Services Staff. For information regarding catering services and/or kitchen use, Applicant(s) shall contact the Nutrition Services Director at (281) 328-9200. (NOTE: All arrangements for Nutrition Services are subject to additional charges and or supervision fees.)
11. Thrown glitter, confetti, or any similar item is NOT allowed in any District facility or on school grounds.
12. Applicant(s) are responsible for assisting in the cleanup of facilities and removal of all materials that were brought in for events. Applicant(s) should confirm with District Staff that the building is in a neat and orderly condition before leaving.
13. Applicant(s) 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 usage privileges by the Applicant. Furthermore, any misuse or abuse of District property, equipment, or facilities may result in termination of Facility Usage Agreements and/or denial of further use.
14. Open flames and candles are prohibited in all District facilities.
15. 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. Cafeteria/multipurpose room 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.

Fee Schedule

Board Policy GKD(LEGAL) authorizes the District to set and collect rentals, rates, and charges for the occupancy or use of District facilities.

Fees will commence with the opening of the facilities and shall conclude when the facilities are closed by a designated District representative. Usage fees shall be applied to the total of time the facility is in use by the Applicant(s), including any rehearsals.

Fees do not include the use of specialized equipment or furniture, or exceptions to normal operating procedures. Such requests must be indicated on the application at the time of filing and may incur additional charges.

In addition to the specified usage fee, applicants shall be charged for staff time as may be required as a condition of usage or as may be requested by the applicant. The following schedule of fees shall apply for building usage and related services:

There is a four-hour minimum for all facilities, unless otherwise stated.

Public Facilities

Certain facilities are available for public use without a reservation or rental. The intent of these facilities is to support our community athletic needs for youth team practice or personal health and fitness. Use of these facilities cannot be during school hours or District extracurricular events. Practice fields may not be used for games or competitions.

- Drew Elementary SPARK Park

Rental Fees – Athletic Facilities

Athletic Facilities – Non-UIL

High School Football Field <i>(Visitor-side Stands Only, No Locker Room Access, Stadium Scoreboard Not Available)</i>	\$ 1,500/day
High School Baseball Field <i>(No Access to Batting Cages or Scoreboard)</i>	\$ 1,850/day
High School Softball Field <i>(No Access to Batting Cages or Scoreboard)</i>	\$ 1,850/day
High School Tennis Courts	<i>(Rate TBD)</i>
High School Competition Gym	\$ 500/4 hours
Additional time per hour or any fraction of an hour	\$ 125
High School Auxiliary or Practice Gym	\$ 400/4 hours
Additional time per hour or any fraction of an hour	\$ 100

Middle School Competition Gym	\$ 500/4 hours
Additional time per hour or any fraction of an hour	\$ 125
Middle School Gym Auxiliary Gym	\$ 400/4 hours
Additional time per hour or any fraction of an hour	\$ 100
Elementary/Kindergarten Center Gyms	\$ 400/4 hours
Additional time per hour or any fraction of an hour	\$ 100

Athletic Facilities –UIL

High School Football Field	\$ 3,000/game
High School Stadium Scoreboard	\$ 800/game
High School Softball/Baseball Field	\$ 1,000/game or \$ 2,500/3-game series
High School Competition Gym	\$ 1,000/game
High School Tennis Courts	(Rate TBD)
Middle School Competition Gym	\$ 1,000/game

Rental Fees – Non-Athletic Facilities

High School Auditorium	\$ 500/4 hours
Additional time per hour or any fraction of an hour	\$ 125
High School Commons	\$ 500/4 hours
Additional time per hour or any fraction of an hour	\$ 125
High School Teaching Theatre	\$ 400/4 hours
Additional time per hour or any fraction of an hour	\$ 100
High School Classrooms (Each Room)	\$ 100/4 hours
Additional time per hour or any fraction of an hour	\$ 25
Middle School Commons	\$ 400/4 hours
Additional time per hour or any fraction of an hour	\$ 100
Middle School Classrooms (Each Room)	\$ 100/4 hours
Additional time per hour or any fraction of an hour	\$ 25
Middle School Auditorium	\$ 400/4 hours
Additional time per hour or any fraction of an hour	\$ 100
Middle School Teaching Theatre	\$ 360/4 hours
Additional time per hour or any fraction of an hour	\$ 90
Elementary/Kindergarten Cafeteria	\$ 300/4 hours
Additional time per hour or any fraction of an hour	\$ 75
Elementary/Kindergarten Center Classrooms (each room)	\$ 100/4 hours
Additional time per hour or any fraction of an hour	\$ 25

Labor Charges for Staff Support Services

All facility usage shall require a District Supervisor, Security Officer (must be licensed peace officer), and Custodian. Two security officers (must be licensed peace officer) are required for usage of baseball and/or softball fields.

Personnel assigned by the District shall be assigned to open the building and shall remain continuously on duty until the activity is concluded and the building has been secured. If the District facilities are being rented or used during hours when Crosby ISD staff members are normally on duty, and it is determined that no additional cleanup is warranted, there will be no charge for this service. However, if the District facilities are being rented or used for hours during which Crosby ISD staff members are not normally on duty, the necessary staff will be assigned to the event at the designated rate per hour.

The custodial personnel shall maintain the service area(s) associated with the requested facility, but shall not be expected to erect or dismantle any furniture or equipment beyond that as may be specified and approved in the application.

Labor charges for a maintenance worker called out for emergency repairs due to fault of Applicant(s) or attendees will be charged actual payroll cost of worker on-call on date of event.

<u>Staff Support Services</u>	<u>Rate</u>
District Supervisor	\$ 50/hour (each)
Security Officer (Must be licensed peace officer)	\$ 40/hour (each)
Custodial Personnel (Assigned at District discretion)	\$ 30/hour (each)
Announcer	\$ 30/hour (each)
Cafeteria Personnel	\$ 30/hour (each)
Cafeteria Supervisor	\$ 40/hour (each)
Maintenance Worker	\$ Actual Cost
Parking Attendant	\$ 15/hour (each)
Pitch Counter	\$ 30/hour (each)
Scoreboard/Clock Technician	\$ 50/hour (each)
Sound Technician	\$ 50/hour (each)
Student Worker	\$ 10/hour (each)
Theatre Director	\$ 50/hour (each)
Ticket Taker	\$ 25/hour (each)

Exhibit A - Application for Facility Usage - SAMPLE



Application for Facility Usage

Name of Applicant _____ Date of Application* _____

Name of Organization _____

Address _____

Email Address _____ Cell Phone Number _____

Requested Date(s) _____ Requested Time(s) _____

Requested Campus/Building/Facility _____

List all Areas or Rooms: (Note: Be specific; access will be allowed only to areas requested on the application and included in the Facility Usage Agreement.)

Description of program or activity to be conducted (Note: Please include primary purpose of meeting or activity, key sponsors or participants, expected number of attendees, etc.):

Are you a non-profit 501(c)(3) organization? Yes No Tax ID# _____

By my signature below, I affirm that I have been provided a copy of the Facility Usage Guidelines and do hereby agree to adhere to all provisions, as there in specified.

Printed Name of Applicant _____ Applicant Signature _____

*Application must be received no less than 30 calendar days before date of event and no more than one year in advance.

FOR ADMINISTRATIVE USE ONLY

Director of Maintenance (Non-Athletic Facilities) _____ Approve Refuse
SIGNATURE

Athletic Director (Athletic Facilities) _____ Approve Refuse
SIGNATURE

Executive Director of Operations _____ Approve Refuse
SIGNATURE

Chief Financial Officer _____ Approve Refuse
SIGNATURE

Additional Requirements (as Checked) for FINAL Approval:

- Proof of Non-Profit Status
- Certificate of Insurance for General Liability Coverage

Calculation of Estimated Fees and Labor Charges (Note: See Facility Usage Guidelines for additional fees and/or labor charges, including added custodial time needed and condition of facilities upon exit):

Rental Fees \$ _____

Labor Charges:

- District Supervisor \$ _____
- Security Officer(s) \$ _____
- Custodial Personnel \$ _____
- Others \$ _____

Deposit \$ _____
(Greater of \$200 or 10% of Rental Fees)

TOTAL DUE \$ _____

FINAL APPROVAL

Application Approved Application Denied

Signature _____ Date _____

Name _____

Reason for Denial: _____

Special Instructions: _____

Exhibit B - Facility Usage Agreement – SAMPLE



Facility Usage Agreement

The **Crosby School District** (hereinafter referred to as "the District") agrees to allow _____ (individual, group, or organization) (hereinafter referred to as "the Lessee") to use the _____ (name of facility) at _____ (location or campus) on _____ (date) between the hours of _____ and _____, subject to the following conditions:

1. That the Lessee pays \$ _____ (rental fee), _____ (labor charges for staff support services), and \$ _____ (deposit), for a total of \$ _____. The deposit is refundable if the premises are left in a condition satisfactory to the Superintendent or designee. Payment of charges and deposit must be submitted to the Business & Finance Department when the agreement is signed but at least two weeks in advance of the use of the facility.
2. That the Lessee will use the facility only for the purposes consistent with law and as follows: _____
3. That, upon completion of this use, the Lessee will be responsible for restoring the facility to the condition observable prior to this use.
4. That the District may cancel a scheduled non-school use if an unexpected conflict arises with a District activity.
5. That the District may revoke its permission to use the facility at any time it is determined that a group's use damages or threatens to damage school property or violates Board policy and/or administrative regulations.
6. That the Lessee will abide by all laws and District policies, including those prohibiting the use, sale, or possession of alcohol, illegal drugs, firearms, tobacco products, and e-cigarettes, on District property.
7. That the Lessee accepts full responsibility for protecting school property and equipment and assumes any and all liability for repairs or replacement or for any damage done to buildings, equipment, or other school property used by the Lessee.
8. That the Lessee also assumes full responsibility for the conduct of any and all persons using the facility during the rental.

9. That the Lessee agrees to assume all liability and hold harmless and indemnify the District, its Board members, employees, and agents from any and all liability arising out of the Lessee's use of District facilities.
10. That the Lessee will furnish evidence of liability insurance coverage for the event and will name the District as an additional insured on the policy as specified by the District.
11. That the Lessee understands and accepts that the District's insurance provides no coverage for the Lessee or any other user other than the District.
12. That the Lessee will exercise due diligence to not send employees or volunteers to work inside any District building(s) if they have a conviction or a history of deferred adjudication for any crime that may pose a serious potential risk of injury to students or other persons working in or visiting in the building(s). It is the Lessee's responsibility to determine the best way to exercise due diligence.
13. Lessee acknowledges receipt of Crosby ISD Facility Usage Guidelines

Executed on this _____ day of _____, _____.

CROSBY ISD

LESSEE

Signature

Signature

Name

Name

Title/Position

Title/Position