

Section 1400 School Facility Rental

- [Section 1401 - Rental of School Facilities – Policy](#)
- [Section 1402 - Inquiries for Rentals](#)
- [Section 1403 - Rental Fees](#)
- [Section 1404 - Rental Confirmation Procedures](#)
- [Section 1405 - Rentals to PTA/PTO Organizations](#)
- [Section 1406 - Rental for Elections](#)
- [Section 1407 - School-Sponsored Activities](#)
- [Section 1408 - Overtime Payments](#)
- [Section 1409 - Rental Cancellation Procedures](#)
- [Section 1410 - Contract Violations](#)

Section 1401 – Rental of School Facilities – Policy

In accordance with Board Policy, the facilities of the Houston Independent School District (District) are available for rental to outside organizations. Rental of facilities are limited to educational, religious, governmental, and civic groups as nonprofit organizations and to profit-making organizations such as daycare centers, credit unions, dance studios, etc. Facilities may not be used by outside organizations without a valid rental contract. The availability of facilities for functions other than the District's own activities is subject to the needs and the convenience of the District.

The Chief Financial Officer and the Controller are authorized to execute all contract agreements for the rental of school facilities.

The Controller's Office shall provide administrative procedures that establish rental rates, contract forms, responsibilities of the using organization, the processing of contracts, etc.

Section 1402 – Inquiries for Rentals

Schools approached directly by outside organizations or other HISD departments/groups regarding the rental of school facilities should refer all inquiries to the Rental Desk at 713-556-6400. **Facilities may not be used by outside organizations without a valid rental contract.**

The Rental Desk is responsible for the following duties:

1. Coordinating rental inquiries between the lessee and the desired school;
2. Obtaining permission from the Building Principal as to the availability of the rental space;
3. Preparing and executing the rental contract;
4. Receipting and depositing all rental fees;
5. Confirming the rental in writing with the school;
6. Confirming the rental in writing with the HISD Police Department; and
7. Processing overtime for the plant operators and security personnel.

Questions from outside groups regarding the capacity, lighting, air-conditioning or the sound system shall be referred to the school.

Section 1403 – Rental Fees

Rental fees are established by Board Policy GKD (Local) and GKD2. Fees cannot be waived as Board Policy states:

“A minimum fee to cover the utility and personnel overtime costs will be assessed for all groups, including groups using the facilities during the summer periods.”

The only group excluded under Board Policy from the minimum fee requirement is the school’s PTA/PTO organization. PTA/PTO rentals are covered in Section 1405.

Rental fees are as follows:

Nonprofit Educational, Religious, Civic and Governmental, Groups

1. Elementary Schools

a. Auditorium/Cafeteria	\$160 for 3-hour minimum \$40 each additional hour
b. Gymnasium	\$135 for 3-hour minimum \$ \$ 40 each additional hour
c. Classrooms	Only 0-6 classrooms-\$160 /3 hours \$40 each additional hour 7 or more classrooms-\$160/3 hours + \$90 each additional hour + \$3 per classroom per hour for use of 7 or more classrooms.

2. Secondary Schools

a. Auditorium/Cafeteria	\$370 for 3-hour minimum \$ 90 for each additional hour
b. Gymnasium	\$135 for 3-hour minimum \$ 40 each additional hour
c. Classrooms	Only 0-6 classrooms-\$370/3hrs \$90 each additional hour 7 or more classrooms-\$370/3 hours + \$40 each additional hour + \$3 per classroom per hour for use of 7 or more classrooms.

Profit-Making Organizations

1. Elementary Schools

a. Auditorium/Cafeteria	\$270 for 3-hour minimum \$ 70 each additional hour
b. Gymnasium	\$250 for 3-hour minimum \$ 63.50 each additional hour
c. Classrooms	Only 0-6 classrooms - \$270/3hrs

	\$70 each additional hour 7 or more classrooms - \$270/3 hours + \$70 each additional hour + \$3 per classroom per hour for use of 7 or more classrooms.
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2. **Secondary Schools**

a. Auditorium/Cafeteria	\$480 for 3-hour minimum \$120 each additional hour
b. Gymnasium	\$250 for 3-hour minimum \$ 63.50 each additional hour
c. Classrooms	Only 0-6 classrooms-\$480/3hrs \$120 each additional hour 7 or more classrooms-\$480/3 hours + \$120 each additional hour + \$3 per classroom per hour for use of 7 or more classrooms.

All contracts will also be assessed a non-refundable processing fee of \$25.00.

A \$100 deposit shall be included in all contracts where the cafeteria being rented is used for the serving of food or beverages. If the premises are left clean, the \$100.00 deposit shall be refunded to the lessee.

The rental of kitchen facilities or swimming pools is strictly prohibited except as noted in Section 1405.

Fees for additional cleanup are permitted in cases where the group size and/or the rental space used prohibits cleanup within the scheduled hours. Fees are also assessed for security costs for rentals where the Building Principal requests security. Additional fees will be determined by the Rental Desk.

Section 1404 – Rental Confirmation Procedures

For all rental inquiries, the Rental Desk shall call or e-mail the school to get the Principal's or his/her designee's approval for the use of school facilities on the particular date requested by a department or outside organization.

The Principal, or his/her designee, shall verify the following before giving e-mail approval to the Rental Desk:

1. Check the school calendar to verify that the facility is not being used by the school itself;
2. Verify that the facility is in reasonable condition for use (air-conditioning, heating, lights, etc.); and
3. Verify that the Custodian/Plant Operator is available and prepared to work the entire time the facility is rented. If the Plant Operator/ Custodian is not available, the Rental Desk will locate a substitute custodian.

Upon verbal approval from the Building Principal, the Rental Desk will prepare the rental contract. Rental contracts under Board Policy can only be signed by the Chief Financial Officer or the Controller.

The rental contract will be sent to the said organization for approval and payment.

After the contract is approved by all parties, the Rental Desk will send a written notice or e-mail to the school confirming the details of the rental.

In addition to the written notice or e-mail confirmation, the Rental Desk will send a notice or e-mail two days prior to the rental to remind the school and security of the rental and to verify that the facility is ready for lessee.

Section 1405 – Rentals to PTA/PTO Organizations

Board Policy allows for one meeting per month to PTA/PTO organizations at no cost. The Custodian/Plant Operator who works during the time of the PTA/PTO meeting shall be given compensatory time off. **No overtime will be paid by the District for “free” PTA/PTO meetings.**

There shall be no rental charge for the use of school facilities for PTA/PTO organizations that are sponsoring money-raising activities, provided such funds are used by the local unit and provided a designated school employee is on duty during his/her regular workday. Any additional custodial services needed shall be the obligation of the PTA/PTO organization sponsoring the money-raiser. In accordance with Internal Revenue Service regulations and District policy, overtime monies for custodial services shall be paid to the Houston Independent School District with payment to the custodian through normal payroll payment procedures.

The use of kitchen facilities is available only to PTA/PTO organizations. Food service code regulations require the Food Service Manager to be onsite during rental times. Overtime monies for the Food Service Manager shall be paid by the PTA/PTO to the District with payment to the Food Service Manager through the District's Peoplesoft payroll system. The use of the kitchen facilities by the PTA/PTO organizations are subject to the following conditions:

- a. The charges for the Food Service Manager are separate and apart from building rental charges and are set at the rate of \$60.00 minimum plus \$15.00 per hour in excess of four hours.
- b. All dishes and flatware must be washed according to City Health Regulations by a regular food service employee who meets such requirements.
- c. Equipment is not to be taken from the building.
- d. Kitchens are not available for use until after the Food Service Manager has completed all cleaning and closing duties for the day.
- e. These conditions apply to use by all PTA/PTO organizations only since outside organizations may not use kitchen facilities.

All PTA/PTO inquiries regarding rentals of facilities under the conditions noted above shall be referred to the Rental Desk at 713-556-6400.

Section 1406 – Rental for Elections

School facilities serve as voting precincts for national, state, and local elections. All schools that serve as precincts will be notified of all upcoming elections by the Controller's Office.

Election information will be communicated to each school prior to the election via the Superintendent's Bulletin. This information includes a list of all facilities to be used and includes an overtime form for the Plant Operator. Overtime slips must be signed by an election official. Generally, the time for elections is from 6 a.m. until 9 p.m. or until election officials have concluded their official business.

Any problems that schools have with the use of their building for elections should be referred to the SIO for Governmental Relations at (713) 556-7203.

Section 1407 – School-Sponsored Activities

Districtwide or departmental meetings held at one or more various school facilities outside the normal business day shall be scheduled through the Rental Desk.

These districtwide meetings include events such as, but not limited to, SAT/ACT examinations, departmental meetings, etc. Appropriate fees shall be charged to grants such as, but not limited to, Title 1, Drug Free Schools, Title 6, etc. The Rental Desk will make all necessary arrangements.

Departments wishing to use District facilities shall contact the Rental Desk at 713-556-6400. The Rental Desk will need the following information in order to confirm the rental: name of activity, facility desired, date of event, and time of event.

The Rental Desk will confirm the rental using the procedures set forth for all rental contracts.

Section 1408 – Overtime Payments

Overtime for the Custodian/Plant Operator and security officers will be paid for the following contracts:

1. Rentals to outside organizations;
2. Rentals for elections;
3. Rentals for department meetings or other school-sponsored activities which are set up and confirmed by the Rental Desk.

All completed overtime should be e-mailed to the Rental Desk, or faxed to (713) 556-6412, showing each employee's name and employee identification number. The Controller's Office will pay all overtime through the District's Peoplesoft Time and Labor System.

Section 1409 – Rental Cancellation Procedures

All approved rental contracts shall be confirmed with the school via a written notice or e-mail.

Schools with rental contracts which are canceled one week prior to the contract time shall be notified in writing or by email by the Rental Desk. Upon receiving this notification, the Building Principal should ensure that the Plant Operator is notified of the cancellation so that no overtime will be incurred.

Schools whose rental contract is canceled within 72 hours of the contract shall be notified by phone of such cancellation. Upon receiving this verbal confirmation, the Building Principal should ensure that the Plant Operator is notified of the cancellation so that no overtime will be incurred. Any expense incurred when contracts are canceled within 72 hours shall be deducted from the contract fee that is due to be refunded to the renting organization.

Section 1410 – Contract Violations

Contract violations, misuse of facilities, extension of hours beyond the contract time, or any other misconduct by the Lessee shall be reported in writing by the Principal to the Chief Financial Officer or the Controller so that appropriate action may be taken against the lessee. All organizations that violate regulations in the contract shall not be allowed to lease facilities with the Houston Independent School District at any other time.

Contract violations include but are not limited to:

1. Consumption or presence of alcohol on school premises;
2. Smoking in rented facility;
3. Selling of tickets at door;
4. Consumption or presence of food or drinks on school premises unless specifically noted in the contract;
5. Use of facility beyond contracted time; and
6. Misuse of facilities by lessee.

Violation of a contract automatically cancels all future contracts.