

Central Texas College District Safety Policies and Procedures Manual

Policy No. 180: Use of Facilities and Grounds & Event Approval

I. PURPOSE

This Policy ensures consistent practice in the rental, lease and use of CTCD facilities, grounds and equipment for events held by CTCD departments, student clubs, and non-CTCD entities or individuals.

II. SCOPE

This Policy applies to the use, rental, or leasing of CTCD Central Campus and Fort Hood property owned by CTCD, to include real property and business personal property (collectively "Property" or "CTCD Property") for events held, sponsored or promoted by a CTCD department or student clubs, or by non-CTCD entities or individuals.

With the exception of field trips off and on campus, to include the Eagle Trail, and unique use of campus (e.g. helicopters landing on campus, filming on campus etc.), this Policy does not apply to the normal daily instructional use of CTCD facilities or grounds (e.g. classroom use, sports field or running track used during CTCD physical education classes) by CTCD faculty or staff. This Policy does not apply to the rental or lease of CTCD student housing by current CTCD students.

Examples of situations requiring use of this Policy include, but are not limited to:

- A. Student club activity on campus;
- B. CTCD department-held or sponsored events, to include field trips on or off campus;
- C. Use of buildings/classrooms by all non-CTCD entities;
- D. Use of grounds for exercise drills or team practice or play by any non-CTCD entity;
- E. All jogging or running events on CTCD streets or grounds;
- F. Use of media equipment, tables, chairs, podiums, etc., for student club or department event or by outside entity;
- G. Use of CTCD Police services for non-CTCD function, student or department event.

III. DEFINITIONS

- A. Real Property: Includes, but is not necessarily limited to: Central Campus grounds, streets, parking lots and buildings, and CTCD-occupied buildings on Fort Hood Campus.
- B. Business Personal Property: Includes, but is not necessarily limited to: CTCD equipment, vehicles, furniture, livestock and goods, wherever located.
- C. Property: All real and business personal property owned and leased by CTCD.
- D. User: Refers to the CTCD department, faculty, staff, student, or outside entity or individual who will use the CTCD Property.

- E. **Event:** Any field trip, on or off campus, all academic or non-academic events outside of the regular classroom, or in the case of physical education, outside the regular outdoor teaching experience (i.e. sports field use, running track use, etc.).

Event examples include but are not limited to:

- Independent School District visits to campus;
- Student Life events, such as welcome events for students;
- Class assignments, such as filming on campus;
- Class or visitor events using the Eagle Trail;
- Hosting/sponsoring of third party events on campus, such as car shows and Day of the Dead etc.;
- Events open to students and/or community, such as open house, Geek Fest or culinary arts cooking events.

IV. POLICY

A. **External Users:**

1. All rental, lease or use of CTCD real property or business personal property, whether for a fee or at no cost, must be approved through the processes and procedures set forth in this policy. Failure to follow these processes and procedures may result in denial of the use of the CTCD Property.
2. Non-CTCD users requesting authority to rent, lease or use CTCD Property requires the User to submit for approval to Facilities Management a completed Central Texas College District Contract for the Use of Facilities and Equipment (“Contract”). See Section 5 of this manual.

In the case of a non-CTCD user event that has been approved as a CTCD-sponsored event, notification of the agreement will be forwarded to Facilities Management, to facilitate contract completion and the Marketing staff will take responsibility to coordinate all logistics and work orders beyond the room reservation, to include room setup, audio-visual requests, etc.

3. CTCD establishes mutually beneficial, long-term community relationships with many organizations. Based on these relationships, a waiver may be granted in the following situations:
 - a. For Chamber of Commerce events (Copperas Cove, Harker Heights or Killeen chambers) or Association of the US Army (AUSA) events, as long as CTCD maintains an active membership and/or receives in-kind benefits as a result.
 - b. For sponsored events in which CTCD is providing in-kind support and receiving sponsorship recognition (requested by Marketing and Outreach Director).
 - c. For events of a service or charitable organization in which a CTCD-exempt professional staff or a faculty member will provide logistics and

on-site support. Point of contact will schedule all necessary work orders, reserve the room(s) and refer the organization to Facilities Management for contract/insurance requirements. Any overtime or out-of-pocket costs will be the responsibility of the sponsoring department or the charitable organization.

4. Facilities Management shall review, approve or deny non-CTCD user applications, based on approved use of the property, availability, sufficient and proper insurance coverage by user, and user's compliance with all contract requirements. Requests for in-kind sponsorship shall be forwarded to the Director of Marketing and the Deputy Chancellor, Finance & Administration. Deputy Chancellor, Finance & Administration, will forward to the Chancellor his/her recommendations regarding waiver of fees or other requirements. The Chancellor will approve or deny such waiver requests and the Chancellor's decision is final.
 - a. Fees:
 - i. Rental/lease fees are set forth in the contract and the schedule of rental/lease fees are set by CTCD's annual budget.
 - ii. All required fees must be submitted to Facilities Management in accordance with the terms of the contract.
 - iii. Requests for reduction or waiver of fees must be submitted to Facilities Management at the time of the submission of the contract for approval. Facilities Management shall forward such requests to the Deputy Chancellor, Finance & Administration, who shall review and forward his/her recommendation to the Chancellor for final review and approval or denial. The Chancellor's decision is final. No reduction or waiver of fees shall apply without following this procedure.
 - iv. The User must submit the appropriate fees to Facilities Management to finalize the contract and reserve/secure the use of the property. Fees shall be paid within time limits stated in the contract, or within two (2) business days of the date on the notice of waiver request denial, whichever is later. In all circumstances, all fees shall be paid prior to use of the property.
 - v. Damage deposits are not subject to reduction or waiver and must be paid in advance according to the contract.
 - vi. Damage deposits are fully refundable if the property is returned to CTCD's possession pursuant to the terms of the contract and in undamaged condition.
 - vii. Damage to the property shall result in CTCD holding the damage deposit until costs of the repair or replacement is made.
 - viii. The need for police presence during an event shall be determined on a case-by-case basis by CTCD Risk Management. Should CTCD determine that police support is necessary, CTCD will determine if CTCD Police are available to offer such support, or whether the non-CTCD user must provide its own police

support. The cost of such police support, CTCD or other agency shall be borne by the non-CTCD user, to include the cost of any applicable overtime pay. Facilities Management shall forward no later than fourteen (14) calendar days prior to the event a brief description of the event to Risk Management, for determination.

- b. Insurance:
Each external user shall provide the appropriate required Certificates of Insurance, establishing CTCD as an additional insured, for the term of the contract, which may include general liability, sexual molestation and automobile, along with proof of workers' compensation and/or other insurance coverage, as required by CTCD Risk Management.

- c. Waivers:
With the exception of CTCD employees performing their duties for CTCD, each user, as required by CTCD Risk Management, must sign the waiver, Release of Liability and Indemnity Agreement, on behalf of the entity using CTCD Property. Exceptions to this requirement must be approved in writing in advance by the Deputy Chancellor, Finance & Administration. Facilities Management shall forward such requests to the Deputy Chancellor, Finance & Administration, who shall review and forward his/her recommendation to the Chancellor, for final review and approval or denial. The Chancellor's decision is final.

CTCD Risk Management may also require each individual participants to sign waivers, releases of liability and indemnity agreements prior to participation. Facilities Management or Student Life shall contact Risk Management to determine the need for individual waivers.

- d. Food Sales or Service:
Absent prior approval, all food sold or served at the event shall be provided through the CTCD contracted food services. Written request for exception to this requirement must be submitted to the Director, Business Services, no later than fourteen (14) days prior to the event.

B. CTCD Department and Student Users:

- 1. All use of CTCD Property for events must be approved through the processes and procedures set forth in this Policy.
- 2. Users requesting authority to use CTCD Property are to timely submit the Internal Event Checklist ("Event e-Form") found on the CTCD website. Note that time to process the Event e-form can run into delays, thus, submission a minimum of 60 to 90 days prior to the required events to be approved is required for approval in a timely fashion.
- 3. The Event e-form is to be routed sequentially through the departments on the e-form, each recipient either approving or denying. Only the authorized

employees from each department are authorized to approve or deny an Event e-form. The originating department shall not pre-fill the information required from reviewing departments.

4. A department denying the event shall return the e-form to the originator with sufficient information to allow correction of the issues causing the denial. Once corrected, the issuer will return the e-form to the denying department for review and either approval or denial.
5. A department approving the event shall forward the e-form to the next sequential name on the e-form.
6. All time frames on the Event e-form will be adhered to. Failure to submit the e-form in a timely manner may result in denial of the event.
7. Failure to follow the e-form requirements may result in denial of the event.
8. Student Life shall review and approve or deny requests, based on approved use of Property, availability, and compliance with CTCD policies.
9. All requests for waiver of fees or variance from the procedures and requirements set out in this policy or the e-form shall be directed to Risk Management for review. Risk Management shall forward a recommendation to the Deputy Chancellor, Finance & Administration, who shall forward his/her own recommendation to the Chancellor, for final determination.
6. All posters or flyers advertising the event must be pre-approved by Student Life and shall carry the CTCD stamp to signify approval.
7. User is responsible for notifying the appropriate department and scheduling all ancillary needs for the activity, such as audio, visual, police services, tables/chairs, etc., as outlined in the Event e-form.
8. The need for CTCD Police Services will be determined by the Chief of CTCD PD, in conjunction with the Director, Risk Management, on case-by-case bases. All overtime pay generated by CTCD Police use will be paid by the event holder, to include the department or student club.
9. Absent prior approval, all food sold or served at the event shall be provided through the CTCD contracted food services. Written request for exception to this requirement must be submitted to Director, Business Services, prior to submission of the Event e-form.
10. Requests for exception to required waivers, proof of insurance, or contracts for outside vendors shall be submitted to Risk Management at the same time as the submission of the Event e-form to Risk Management. Risk Management shall forward such requests to the Deputy Chancellor, Finance & Administration, who shall review and forward his/her recommendation to the Chancellor for final review and approval or denial. The Chancellor's decision is final.

C. All Users:

1. Prohibited Activities:

- a. No smoking is allowed in any CTCD building or anywhere on Central Campus, except for enclosed cabs of personally owned vehicles;
- b. No possession, sale, use, or distribution of alcohol or controlled substances allowed;

- c. No weapons are allowed in campus buildings or on Central Campus premises prior to August 1, 2017. Beginning August 1, 2017, handguns are allowed to be carried in a concealed manner only on CTC campuses in Texas. All other weapons remain prohibited on all CTC campuses. (See Safety Policy #130 & 131.)
 - d. No political fundraising activities are allowed.
- 2. Violation of this policy may result in denial of the activity/event and may result in discipline, up to and including termination or expulsion.