

Scope of Use

Klein ISD shall permit non-school use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with the school use or with District Board Policy or this Regulation.

NOTE: See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
- Use of facilities for school-sponsored and school related activities: FM
- Use by noncurricular-related student groups: FNAB
- Use by District-affiliated school support organizations: GE

District facilities shall be made available for use based upon classification and priority of groups as specified in this Regulation.

All national, state, and local laws and rules of the police and fire department must be complied with by persons or organizations using District facilities.

Groups and organizations using District facilities are responsible for ensuring that all individuals attending the function stay within the areas of the facility that have been specifically reserved for their event.

All unlocked, outdoor recreational facilities shall be available during daylight hours for general public use when not in use by the District or for a scheduled non-school purpose. Scheduled non-school renters should maintain their approved Facility Use Permit while present on the campus. Overnight use of the facilities by the general public is prohibited.

Public complaints concerning general public use of unlocked, outdoor recreational facilities shall be directed to the campus principal.

Terms of Use

The renter agrees to comply with all the following terms and conditions in using any District facility:

1. Upon completion of this use, the renter will be responsible for restoring the facility to its condition prior to this use.
2. The District may cancel a scheduled non-school use if an unexpected conflict arises with a District activity.

3. The District may revoke its permission to use the facility at any time it is determined that a renter's use damages or threatens to damage school property or violates Board policy and/or administrative regulations.
4. The renter will not allow the possession or use of alcohol, firearms, or illegal drugs, or the use of tobacco products, on District property.
5. The renter 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 renter.
6. The renter assumes full responsibility for the conduct of any and all persons using the facility during the rental.
7. The renter agrees to assume all liability and hold harmless and indemnify the District, its Trustees, employees, and agents from any and all liability arising out of the renter's use of District facilities.
8. At the time of application, renter (non-campus based & commercial groups) shall provide District a Certificate of Insurance evidencing the following insurance coverages, showing District as additional insured: general liability insurance including products, completed operations, independent contractors & contractual liability coverages with aggregate, occurrence & personal injury limits of \$1,000,000; fire damage limits of \$500,000 & medical payment limits of \$5,000. If renter's employees will be on District facilities, Workers' Compensation insurance is also required, with limits to comply with requirements of Texas Workers' Compensation Act, & employers' liability insurance with limits of \$500,000. General liability insurance and workers' compensation insurance shall include Waiver of Subrogation clause in favor of the District. All policies shall contain an endorsement stating that the insurance company shall not terminate the policy or change any coverage therein prior to the policy expiration date without notifying the District, by registered mail, at least 30 days prior to such termination. This agreement is considered a contract whenever any Certificate of Insurance provides Waive of Subrogation and Additional Insured coverages in favor of Klein ISD when "required by written contract". Copies of Waiver and Additional Insured endorsements must be included.
9. At no time shall the facilities be used without the presence of a representative of the school district.

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10. School equipment will not be removed from the premises.
11. The renter understands that a ten percent (10%) cancellation fee will be assessed for failing to show (any personnel costs incurred will be added to cancellation fee) or for any rental event cancelled with less than (5) five business days' notice.
12. Materials distributed by organizations engaged in promoting a product or service shall have a written statement that the products or services are not sponsored or endorsed by the Klein Independent School District.
13. Upon facility use approval, all organizations are required to have with them their permit of facility use which can be obtained on your reservation.
14. All deposits and fees must be received no later than 7 days before the event or rental. If the event is approved with less than 7 days prior to the rental, payment will be due at the time of approval.

For Use of Klein ISD Athletic Facilities

1. All persons entering the facility for business use must have a contract on file with Klein ISD Athletic office for the current year prior to facility use or an approved permit from the Facilitron online system.
2. All outside facilities are closed to the public during school hours and when being used by a school sponsored group.
3. Using the facilities for business or organized activities without approval of the district is prohibited
4. The use of natural grass fields is prohibited without approval of the district.
5. Pets are prohibited on all school grounds.

Types of Fees

There are three types of fees regulated by Policy GKD(Local). They include rental, Utilities Recovery, and Employee Cost Recovery. The rental fee is for the use of the facility. The Utilities Recovery fee is for the utilities expense for air conditioning, heating, and lighting. The Employee Cost Recovery fee is for any school personnel that is required or requested for each rental. Some facilities require specialized staff to assist and monitor use of each facilities, for example, Natatoriums and Performance Arts Centers require specialized staff to monitor or run the equipment at the facility. Fees associated with this staff is determined through the reservation process in Facilitron.

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All fees are reviewed annually and updated when determined that they no longer cover the costs of renting facilities or the personnel expense to support said rentals.

Group
Classifications and
Fees Associated

Klein ISD categorizes renters into groups based on their composition, function, and other regulations in order to determine the rental rates that each group is charged for use of Klein ISD facilities. This classification is at the District's discretion based on GKD(Local) and groups are subject to the fees associated with the District's determination.

Group 1: Campus-Based Student Parent Groups

This group represents organizations that are organized for the express purpose of supporting District activities and/or programs. Group 1 includes organizations such as:

- FHA / FFA
- PTO
- Booster Clubs
- School Sponsored Activities/ Clubs

Provisions: GKD(LOCAL)

1. The facility shall be used for the benefit of the children attending school in the District or for District employees.
2. The group sponsor, chairperson, or leader shall be responsible for the facility being used.
3. The cost for custodial services, police, and the like, with a minimum of three hours' service, shall be paid via invoice either from the Financial Services office, or directly through the Facilitron website.
4. The principal or designee may open his or her building to any of the groups that are not charged a rental fee and technically serve as custodian, thereby waiving the custodial charge.
5. If the building is ordinarily open and there is a custodian on duty during the time that use is requested, there will be no custodial charge.
6. No admission may be charged, collected, or taken, nor any other attempts made to raise money unless the funds are to be used to enrich the school program.

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7. The District waives the requirement that campus-based parent groups (i.e., Parent/Teacher Organizations and booster clubs) provide liability insurance for use of District facilities. However, the District does not insure these groups' activities and therefore encourages such groups to acquire insurance to protect them in the event of injury, damage, or other harm.

Fees:

Group 1 is only subject to fees associated with additional staff that may be required based on the event they are conducting. If the event is during normal operating hours, no fees are charged. For weekends or after-hours events, appropriate Employee Cost Recovery Fees will be charged for custodial, police, or the like with the three hour minimum and any additional hour as needed.

Group 2: Non-campus Based Student/ Community Groups

This group represents organizations that are organized to support the community and student groups that are not affiliated with Klein ISD activities, programs, or clubs. Student groups should consist of a minimum of **85 percent** of Klein ISD students and a roster will be required for verification. A Reduced Rate Facility Rental Application can be found [here](#). Eligibility for this group will be reviewed annually. Group 2 includes organizations like:

- Youth Sports Leagues of 85% Klein Students
- Area Subdivision Swim Teams
- Homeowners Associations for neighborhoods in Klein ISD

Provisions: GKD(LOCAL)

1. Groups using a building for an occasion to which the general public is eligible to attend shall be held responsible for the treatment of the property on the part of the public during that time.
2. At the time of application, the renter shall provide the District with a certificate of insurance evidencing the following insurance coverages, showing the District as an additional insured: general liability insurance including products, completed operations, independent contractors, and contractual liability coverages with aggregate, occurrence and personal injury limits of \$1,000,000; fire damage limits of \$500,000 and medical payments limit of \$5,000. If the renter's employees will be on District facilities, workers' compensation insurance is also re-quired, with limits to comply with the requirements of the Texas Workers' Compensation Act, and employer's liability insurance with limits

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of \$500,000. The general liability insurance and the workers' compensation insurance shall include a waiver of subrogation clause in favor of the District. All policies shall contain an endorsement stating that the insurance company shall not terminate the policy or change any cover-age therein prior to the policy expiration date without notifying the District, by registered mail, at least 30 days prior to such termination.

3. All rental applications shall be accompanied by the appropriate deposit plus the total proposed rental fee. Any fees paid in excess of the amount used shall be refunded. If the actual rental varies from the proposed rental and results in additional charges, the renter shall be invoiced for the remaining amount due the District.
4. All rental applications shall be accompanied by all necessary current insurances, certificates, and permits that are required for the rental.
5. Continuous rentals are subject to review by the Board and or administration annually and application shall be resubmitted to the principal or director by the renter or submitted via the District's online facility use request process.
6. Continuous rentals may be subject to the full charge fee depending on the nature and extent of the particular use.
7. If a renter needs to store equipment in the school facility between occupancy dates and the space is available, a charge of \$2 per day for each 100 square feet or major fraction there-of shall be charged.

Fees:

Non-campus-based student/community groups shall be charged a reduced usage fee. Any Employee Recovery fee will also be charged for any personnel needed for the usage as deemed necessary by the District.

Group 3: Commercial Groups

This group represents organizations that request use of the facilities that do not qualify for any of the other groups. Group 3 includes entities like:

- Commercial Sports Camps
- Dance Studios
- Karate Studios

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1. Groups using a building for an occasion to which the general public is eligible to attend shall be held responsible for the treatment of the property on the part of the public during that time.
2. At the time of application, the renter shall provide the District with a certificate of insurance evidencing the following insurance coverages, showing the District as an additional insured: general liability insurance including products, completed operations, independent contractors, and contractual liability coverages with aggregate, occurrence and personal injury limits of \$1,000,000; fire damage limits of \$500,000 and medical payments limit of \$5,000. If the renter's employees will be on District facilities, workers' compensation insurance is also re-quired, with limits to comply with the requirements of the Texas Workers' Compensation Act, and employer's liability insurance with limits of \$500,000. The general liability insurance and the workers' compensation insurance shall include a waiver of subrogation clause in favor of the District. All policies shall contain an endorsement stating that the insurance company shall not terminate the policy or change any cover-age therein prior to the policy expiration date without notifying the District, by registered mail, at least 30 days prior to such termination.
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5. Continuous rentals are subject to review by the Board and/or administration annually and application shall be resubmitted to the principal or director by the renter or submitted via the District's online facility use request process.
6. Continuous rentals may be subject to the full charge fee depending on the nature and extent of the particular use.
7. If a renter needs to store equipment in the school facility between occupancy dates and the space is available, a charge of \$2 per day for each 100 square feet or major fraction there-of shall be charged.

Fees:

Group 3 entities or Commercial/personal gain groups are subject to full usage fees as well as any Utility and Employee Cost Recovery fees.

Group 4: Academic Partners

This group represents organizations, businesses, and entities that have been approved as an Academic Partner, whereas the partnership is mutually beneficial to the vision and goals of Klein ISD and the Partner.

Provisions:

1. Groups using a building for an occasion to which is mutually beneficial to the requesting group and Klein ISD and has been approved by Klein ISD to be recognized for specific usage as an Academic Partner.
2. At the time of application, the renter shall provide the District with a certificate of insurance evidencing the following insurance coverages, showing the District as an additional insured: general liability insurance including products, completed operations, independent contractors, and contractual liability coverages with aggregate, occurrence and personal injury limits of \$1,000,000; fire damage limits of \$500,000 and medical payments limit of \$5,000. If the renter's employees will be on District facilities, workers' compensation insurance is also re-quired, with limits to comply with the requirements of the Texas Workers' Compensation Act, and employer's liability insurance with limits of \$500,000. The general liability insurance and the workers' compensation insurance shall include a waiver of subrogation clause in favor of the District. All policies shall contain an endorsement stating that the insurance company shall not terminate the policy or change any cover-age therein prior to the policy expiration date without notifying the District, by registered mail, at least 30 days prior to such termination.
3. All rental applications shall be accompanied by the appropriate deposit plus the total proposed rental fee. Any fees paid in excess of the amount used shall be refunded. If the actual rental varies from the proposed rental and results in additional charges, the renter shall be invoiced for the remaining amount due the District.
4. All rental applications shall be accompanied by all necessary current insurances, certificates, and permits that are required for the rental.
5. Continuous rentals are subject to review by the Board and/or administration annually and application shall be resubmitted to the principal or director by the renter or submitted via the District's online facility use request process.
6. Continuous rentals may be subject to the full charge fee depending on the nature and extent of the particular use.

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7. If a renter needs to store equipment in the school facility between occupancy dates and the space is available, a charge of \$2 per day for each 100 square feet or major fraction there-of shall be charged.

Fees:

Any group that normally pays a rental use fee has the opportunity to enter into an academic partnership contract (renter provides service or product that benefits both parties) and have the use fee modified based on the mutually agreed contract terms and conditions.

Criteria for Academic Partners

To become an Academic Partner with Klein ISD, first a request should be filed with the Financial Services Executive Director. The Executive Director will then evaluate the area or department that should determine the mutual benefit between the group and Klein ISD. Once approved the request will then be approved by the Executive Director of Financial Services and the group or organization will be identified under the Group 4 Academic partnership established by GKD(Local) and this regulation.

To be considered for Academic Partner status the entity or organization must:

1. Contribute to one of the KISD goals or strategic priorities:
 - Cultivate Talent
 - Build Community
 - Reimagine Learning
 - Pathways
 - Challenge
 - Equity
 - Leadership
 - Continuous Improvement
 2. Be a Non-Profit Entity.
 3. Be approved by appropriate KISD department.
 4. Renter provides a significant donation of service, product, or money that benefits both parties involved.
 5. Academic Partners must make data/information available for evaluation as needed.
- OR
- Be approved in a contract by the Klein ISD Board of Trustees.

Academic Partners will be evaluated annually, and status adjusted if the mutual benefit or contractual obligation changes. Academic Partnerships can be revoked at any time

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by the District if the organization or entity fails to meet the criteria for an Academic partner or violates any Federal laws, state laws, or School Board Policies.

The application to become an Academic partner can be found at the following link:

<https://forms.gle/fBseVC93yNsgPJAm6>

Once received, it will be distributed to the appropriate department for approval and determination of status. Applicants will be notified of approval or denial and changes in status will be made in Facilitron.