



Complete this form and submit it to the Office of the President by 5:00 pm on the eleventh day before the following Tuesday meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version *as long as you follow the format specified below.*

Date of Board Meeting: October 18, 2016      Date of This Proposal: October 4, 2016

**SUBJECT (item as it will appear on agenda): 2017 Kids' College Facilities Rental Agreement**

**RECOMMENDATION:** Allow a rental facility agreement with Fort Bend Independent School District for the 2017 Kids' College summer program, offered through the Wharton County Junior College Continuing Education Department.

**BACKGROUND/RATIONALE:** The Wharton County Junior College (WCJC) Continuing Education Department seeks approval to sign a rental agreement with Fort Bend Independent School District (FBISD) for the use of Fort Settlement Middle School during summer 2017 for the Kids' College program. WCJC has offered Kids' College in Sugar Land for over 14 years and has an established relationship with FBISD for facility rental. The rental agreement includes the cost of space, utilities, and custodial services. On average, Kids' College captures 2,500 enrollments per summer in a variety of short courses designed to meet the needs and interests of students in Kindergarten through Tenth grade. The location and makeup of facilities under consideration for the summer rental agreement are paramount to program success. Benefits include: many Kids' College instructors are FBISD teachers; enrollment includes many returning students each summer; the facility is designed to meet the needs of student drop-off/pick up, lunchtime, multiple classes with varying needs, etc.; and an established working relationship with school and district staff and leadership.

**Estimated Cost and Budgetary Support (how will this be paid for?):** \$75,000 to be drawn from the FY2017 Kids' College facilities rental budget. Kids' College covers the cost of rental expenses through tuition collected by program participants.

**RESOURCE PERSON(S) [name(s) and title(s)]:**

**Alice Atkins – Director, Continuing Education  
Megan Costanza – Dean, Vocational Instruction**

**SIGNATURES:**

Megan Costanza  
Originator

10/5/16  
Date

[Signature]  
Cabinet-Level Supervisor

10-10-16  
Date

**PRESIDENT'S APPROVAL:**

Betty A. McLeod

10-10-16

## FORT BEND INDEPENDENT SCHOOL DISTRICT CONTRACT FOR USE OF SCHOOL FACILITIES

It is understood and agreed that this Contract becomes valid only after it is signed by the Applicant, hereinafter called the Maker of the Contract, the Building Principal, or designated representative; and approved by the Associate Superintendent for Facilities, or designated representative. All terms and conditions set forth on the reverse side of this contract are applicable. If any of the terms and conditions of this Contract are not adhered to explicitly, the Contract may be revoked by the District without recourse. Any exception to the terms and conditions must be approved by the Superintendent.

Name of Organization Represented by Maker: Wharton County Junior College  
 Date(s) of Intended Use: Wharton County Junior College - Kids' College  
 Building/Area(s) Requested: Fort Settlement Middle School  
 Required Setup (i.e. tables, chairs, podium): Classrooms, food court, tennis courts, kitchen, dance room, gyms, etc.  
 Time Requested: From Set up June 09, 2017 to breakdown July 21, 2017 Type of Contract:  Single Use  Multi-use  
 Purpose for which the Premises will be used: Kids College, June 9,12,13, 14,15,19, 20,21, 22,26,27,28,29 July 3,5,6,7,10,11,12,13,17,18,19,20,21  
 Will Admission Fees be charged?  Yes  No  
 If Yes, Disposition of Proceeds: Non-Profit

Email: atkinsa@wcjc.edu or youthactivities@wcjc.edu  
 Address/City/State/Zip: 911 Boling Hwy, Wharton, TX 77488  
 Send Invoice To (If Different Than Above): Name: Alice Atkins, Director of Continuing Education  
 Address/City/State/Zip: 5333 FM 1640, Richmond, TX 77469  
281-239-1511

*Maker's signature attests that the Organization represented and the Maker agree to all Terms & Conditions of FBISD Board Policies GKD-Local and GKD-Legal.*

Name of Maker: Betty A. McCrohan Work Phone: 979-532-6400 Home Phone: \_\_\_\_\_  
 Signature of Maker: \_\_\_\_\_ Date: \_\_\_\_\_

Principal Signature & Date \_\_\_\_\_  Denied  Approved

Associate Superintendent for Facilities Signature & Date \_\_\_\_\_  Denied  Approved

Reason for Denial or Other Comments: \_\_\_\_\_

ASSESSED FEES	
Hourly Rate \$ _____ X _____ Days = \$ _____ + Custodial Fee \$ _____ = \$ _____	
Daily Rate \$ _____ X _____ Days = \$ _____ + Custodial Fee \$ _____ = \$ _____	
(Submit total fees with application. Multiuse – one month only) <b>Total Fees = \$ <u>\$74,538</u></b>	

**FORT BEND INDEPENDENT SCHOOL DISTRICT  
CONTRACT FOR USE OF SCHOOL FACILITIES  
GENERAL TERMS AND CONDITIONS**

1. All terms and conditions are governed by Board policies GKD (Legal) and GKD (Local) as they now exist or may hereafter be amended. In the event of any conflict between the terms and conditions of this contract and Board policy, Board policy will control.
2. Any changes to the Contract must be agreed to in writing by the Maker and by the Associate Superintendent of Facilities. Merely informing the Caretaker or Principal of the facility of a time variance or other change does not satisfy this requirement.
3. Fees for use will be based on the Board adopted rental fee schedule for facilities. Only areas of the building approved by this schedule are available for renting. Hallways, corridors, classrooms, libraries, and other educational spaces are not available for rent.
4. The contracting organization will provide a certificate of insurance in the amount of not less than \$100,000/300,000 issued to the District prior to the use of a facility by an outside organization. The District shall be the co-insured party in such contract. Access to the facility shall not be permitted until the application and insurance has been screened and approved.
5. All District and School activities have priority for building use.
6. No activity shall be scheduled in a school building or on school grounds that interferes with individual school operations or is injurious to school property, a nuisance to residents living nearby, conflicts with scheduled District maintenance activities, or is of a commercial nature for profit.
7. Should the District or school find it necessary to cancel the contract, parties shall be given sufficient notice, 48 hours except in case of emergencies. This is applicable also to changes in UIL schedule that creates conflict with rental contract.
8. The Maker shall be held liable with any contracting organization that might be represented by the Maker for payment to Fort Bend Independent School District of the fees for use of school facilities as well as fees for setup or rearrangement of furniture and equipment by District personnel.
9. Any person or organization contracting for the use of school facilities will be charged a minimum of a two hour fee plus any expenses incurred by the District arranging for the use of the facility in the event of a no-show.
10. The contracting organization shall be responsible to the Board for all damages to the building or equipment, and shall indemnify and save harmless the Board or its agents from any claim whatsoever resulting from or arising out of the use of the building or any part of it.
11. The school shall provide caretaker service and the building and/or equipment shall be under the supervision of the caretaker.
12. All contracting organizations will give the Caretaker the name of the person in charge of the group and that person will complete the Fort Bend I.S.D. Building Use Questionnaire when vacating the premises.
13. School property shall not be used for the teaching, promoting, disseminating or furtherance of any theory or doctrine of a subversive nature, intended or threatening to undermine or overthrow the constituted form of government of the United States or of the State of Texas.
14. All national, state and local laws and rules of police and fire departments must be complied with by the persons or organizations using the buildings.
15. All decorations used within the buildings must be fireproof, in accordance with the National Fire Prevention Associations guidelines, and are subject to the approval of the Caretaker. No open flame decorations shall be permitted, and no decorations shall be fastened to the floor, walls or ceiling with nails, screws, scotch tape, wax, or other fasteners that will damage the finish of the building surface.
16. Use of tobacco on school property is prohibited. Possession of alcohol or firearms is prohibited.
17. Food or drinks will be confined to the foyer of District Auditoriums and/or Food Courts. The contracting organization and Maker leasing the facility will be responsible for enforcing this regulation.
18. The contracting organization and Maker renting the facility will be responsible for furnishing ushers, ticket takers, parking attendants or law enforcement officers. Recreational activities having 50 or more personnel in attendance will employ Fort Bend I.S.D. officers for crowd control.
19. The Fort Bend Independent School District reserves the right to require any additional personnel deemed necessary for the safe and proper use of facilities.
20. It is understood that the estimated cost incurred under this contract will be prepaid by the maker upon execution of said contract. Should the facility be used for time or manner exceeding that specified in the contract, an extra fee for the actual cost of additional use will be assessed and billed to the maker. Such additional fees incurred by this agreement shall be paid to Fort Bend I.S.D. within (10) days after receipt of invoice.
21. Failure to pay bill within (30) days after receipt of second invoice, procure and maintain insurance will terminate contract. Date of invoice is based on date mailed by the District.