

# Muskogee Public Schools Facility Use Policy

## Use of School Facilities

The Board of Education will permit the use of Muskogee school buildings, facilities and grounds for legitimate community activities, both school and non-school related, as determined by the Superintendent/designee. The following statute shall be the Board of Education's guide in determining the use of school facilities:

The Board of Education of any school district may, under such rules and regulations and conditions as it may prescribe, open any school building and permit the use of the property belonging to such district for religious, political, literary, cultural, scientific, mechanical, or agricultural, purposes, and other purposes of general public interest and may make a reasonable charge to cover the cost of the use of such buildings and property. (OKLA. STAT. tit. 70, Section 5-130)

## Organizational meetings

The Board of Education's goal is to allow facilities to be available for school functions, programs and activities. The Board is also vitally interested in helping out-of-school activities which support and supplement the efforts of the District. Such out-of-school activities are run by organizations such as P.T.A., P.T.O., Girl Scouts, Boy Scouts, Daisies, Brownies, etc. Because of this the Muskogee Board of Education allows the use of school facilities after normal operational hours once per month without any facility of utility charge for these out-of-school activities. If support personnel are required and/or equipment, the appropriate fee shall be charged. The Muskogee Board of Education will also allow local cooperative education agencies to use District facilities at no charge.

## Youth League

Muskogee Schools recognizes that successful athletic programs start from successful youth community feeder programs which are supported by Muskogee Schools head coaches. Our coaches, students and staff are involved in community youth athletic programs which provide the skills, training and development needed by our athletic department. If a youth league has been approved by the head coach and the Athletic Director as an approved feeder program no utility cost will be charged for holding practices or sporting events in school facilities. Any additional personnel cost will be reimbursed by the youth league.

## Application

Application for use of school facilities shall be made on the appropriate form to the Building Principal or Director of Maintenance and Facilities in advance and be signed by the responsible representative of the organization or group making application. Complete information and applications are available on Muskogee Public Schools web site or can be picked up at any school site. The use of the facilities of the Muskogee Public Schools District by the general public will be financially self-supporting.

## Implementation

The implementation of the District Facilities Use Policy will be administered through the Director of Maintenance and Facilities. The Director of Maintenance will communicate with all necessary parties such as custodial services, CNS, Maintenance and building site.

- Director of Child Nutrition Service shall make sure that any applicable fees or personnel cost associated with rental and use of CNS equipment are placed on the application. Director of Child Nutrition Service shall make sure CNS personnel are scheduled to work event and equipment is in good working order for rental.

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- The Director of Maintenance Department shall make sure all applicable fees including but not limited to utilities, personnel cost, material cost is placed on the application. The Director of maintenance shall make sure the energy management system is override for the event and equipment is in good working order. A separate line item account has been established in the District Building Fund for administering of income and expenses generated from the use of the District's facilities.
- The Building Principal of the site shall make sure the area required for the event is free on the school calendar and does not conflict with site events. The Principal shall also be responsible for making sure required personnel are scheduled to work the event.

The Administrators responsible are required to return information in a timely manner to the Director of Public Relations so the event can be finalized. The final cost will be forwarded to the Treasure and an invoice shall be issued for the rental. The invoice must be paid in full prior to finalizing the rental agreement.

### Section 1: Control.

The control of the property of the School district is vested in the Board of Education, to those persons who may from time to time have such control as delegated by the Board of Education, and to local police officials.

### Section 2: Hours, school grounds.

All grounds and facilities owned or controlled by the School District shall be closed to the public after 10:00 P.M. in the evening. It shall be unlawful for any person or persons, except employees and members of the School District whose duties require their presence, or persons who have obtained permission under Section 3 of this Regulation to occupy or be present in or on any school grounds after such hours.

Any section or part of a school grounds may be declared closed to the public by the Board of Education if the health and safety of the public warrants such closing, or if such section, or part of a facility has been reserved under Section 3 of this Regulation, for use by certain persons, group, associations or organizations.

### Section 3: Group Activity.

Whenever any person, persons, group, association or organization desires to use school facilities/grounds for a particular purpose, such as, theatrical or entertainment performances, meetings, etc., a representative of said group, association or organization shall first apply to the Public Relations office, setting forth the purpose of the proposed usage, the place, and time sought and the approximate number of participants and spectators expected to be involved.

Muskogee Schools may issue the license if it appears that the person, persons, group, association or organization will not unreasonably interfere with the general use of the school facility and if the area sought to be used has not previously reserved for the time sought by another person, persons, groups, association or organization. Student group activities may be subject to and may be governed by the Equal Access Act.

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### Priorities for Scheduling

In order to avoid conflicts in scheduling events for the use of buildings and facilities, the following order of priorities shall be observed:

First: Regular school day programs, activities, and special scheduled calendar events (whether day or night), such as class plays, athletic contests, commencements, etc.

Second: School related activities:

- (a) School-sponsored youth groups
- (b) School related adult groups, such as P.T.A.

Third: Non-school related activities:

The use of facilities in the school district, following school district use, will follow this priority:

- (a) Other educational institutions (neighboring colleges, private and parochial schools)
- (b) City recreation
- (c) General public use

### Priorities for Scheduling

When the facilities are to be used for political purposes, all candidates or sponsors of political issues involved in the election shall receive equal consideration. Facilities used for church purposes must be on a temporary basis only.

A request for use of facilities for the Muskogee Fine Arts Facility for the months of June, July, August and September must be turned in by May 1<sup>st</sup> and will not be considered until June 10<sup>th</sup> after school scheduling has been established.

### Section 4: Fees for Group Activity.

Any person, persons, group, association or organization having been granted permission to use school facilities, for a particular purpose shall pay such fees as the Board of Education shall from time to time set to cover the cost of moving benches, tables, and other equipment desired to be used for such special purpose and to cover light, heat, air conditioning and maintenance services and depreciation.

A schedule of fees for the use of buildings, facilities, and premises is listed herein. The minimum fees will cover the cost of the operation, utilities, and maintenance of the building for a three (3) hour period; such as, 7:00 p.m.-10: 00 p.m. The cost for longer periods of use will be prorated accordingly. School related groups, as well as civic and philanthropic organizations that are raising funds for school purposes, may be exempt from facilities use fees. All organizations, however, which use facilities, must pay school personnel costs, as well as utilities when applicable.

The cost of the school personnel / security will be added to the fees of buildings and/or facilities. All school personnel, as well as other non-professional school employees are governed by the provisions of the Hour-Wage law, and therefore qualify for overtime payment. The cost of school personnel will be for care and upkeep of the facility during normal operations. An additional cost will be added if school personnel are required for

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additional cleanup above normal operations.

Personnel cost per hour

CNS Personnel.....\$ 25.00  
 Custodial Personnel...\$ 25.00  
 Maintenance Staff.....\$ 35.00  
 Security Personnel.....\$ 60.00  
 Building manager.....\$ 25.00 - \$50.00

Equipment cost per hour

Man-lift.....\$150.00  
 Spot lights.....\$25.00  
 Projectors .....\$50.00

### BUILDING AND FACILITY RENTAL SCHEDULE

Per hour

Site	Cafeteria	Gym	Auditorium Program	Auditorium Rehearsal	Auditorium Pro. Org.	Other
Muskogee High	\$100.00	\$100.00	--	--	--	--
Muskogee High Baseball	--	--	--	--	--	\$100.00
Muskogee High Softball	--	--	--	--	--	\$100.00
Muskogee High Athletic	--	--	--	--	--	\$100.00
Fine Arts Aud.	--	--	\$50.00	\$35.00	\$150.00	--
Little Theater	N/A	N/A	\$50.00	\$25.00	\$100.00	--
Alice Robertson	--	\$35.00	\$100.00	\$50.00	\$150.00	--
Alice Robertson South Gym	--	\$75.00	--	--	--	--
R.A.A.	\$25.00	\$100.00	--	--	--	--
B.F.S.A.	\$75.00	\$75.00	\$50.00	\$50.00	\$150.00	--
Cherokee	\$25.00	\$50.00	\$50.00	\$25.00	\$100.00	--
Creek	\$25.00	\$25.00	\$25.00	\$25.00	\$100.00	--
Early Childhood Center	\$25.00	\$25.00	\$25.00	\$25.00	\$100.00	--
Grant Foreman	\$25.00	\$50.00	\$25.00	\$25.00	\$100.00	--
Irving	\$25.00	\$50.00	\$25.00	\$25.00	\$100.00	--
PDC @ Harris-Jobe	\$25.00	\$50.00	\$25.00	\$25.00	\$100.00	--
Sadler	\$25.00	\$25.00	\$50.00	\$50.00	\$150.00	--
Tony Goetz	\$25.00	\$25.00	\$25.00	\$25.00	\$100.00	--
Whittier	\$25.00	\$25.00	\$25.00	\$25.00	\$100.00	--

If a classroom is request to be used by a teacher or staff member to extend the educational opportunities to I-20 students, the charge per hour will be a reduced cost to cover necessary expenses. The usage of the facility must meet the following criteria to qualify for the reduced rates.

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### Criteria

1. Services being provided to students of Muskogee Public Schools I-20.
2. Extension of the classroom teaching.
3. Charges only to cover personnel cost and facility cost.
4. Does not require usage of the facility beyond normal hours.
5. Does not require any additional custodial care.
6. Approval of site administration

Rental of standard classroom \$25.00

Indian Bowl Stadium shall have a minimal rental fee of \$ 3000.00 for the use of facility. The cost may be adjusted according to policy for educational entities with a cooperative agreement with Muskogee Public Schools

### Section 5: Insurance Requirement

Properties not being used for school purposes shall be made available to any local community organizations who shall carry reasonable insurance, the amount to be determined by the Board of Education, to protect the district from loss or damage to the property by fire, wind and hail. The group shall pay the annual premiums and make Muskogee Public School District I-20 and its agents and representatives additional named parties of insured.

### Section 6: Refuse and Trash.

No person shall litter, or suffer or cause to be littered any of the grounds, driveways, walkways, restrooms, shelters or other structures or facilities of the School District by scattering or leaving paper, garbage, bottles, cans, boxes or other refuse, trash, and debris thereon and shall place all of the same in receptacles provided therefore.

### Section 7: Trespass.

Any person or persons who trespass upon common school lands may be punished to the extent provided in The Criminal Code and The School Code.

### Section 8: Sports.

No person shall participate in any sports or activities except as such places as may be designated and provided for that purpose.

### Section 9: Police / Security

The Muskogee campus police / Muskogee police officers are hereby specifically authorized and empowered to enforce any of the provisions of this Regulation, by arrest, or otherwise, and they shall have the power to enter on any of the property and premises of the School District and to make arrests for any violations of this Regulation, laws or statutes. Nothing herein shall be deemed to prevent the School District from pursuing civil remedies for damages caused as a result of any violation of the foregoing, or any other remedies available to the School District.

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Muskogee Public Schools shall make provisions to provide appropriate security as needed at all general gathering events as necessary. Licensee shall be responsible for all associated cost.

### Section 10: Signs.

All persons shall observe, abide by, and adhere to the regulatory signs which are posted and erected on School District property from time to time.

### Section 11: Eviction.

Any person violating any of the provisions of this Regulation may forthwith be evicted from the school facilities/grounds and other public places under control of the School Board.

### Section 12: Rules and Regulations Governing the Use of the School Facilities/Grounds.

1. Application for use of school facilities shall be made on the appropriate form to the Director of Maintenance and Facilities in advance and be signed by a responsible representative of the organization or group making application. Complete information and applications are available upon request at the office of the Director of Maintenance and Facilities.
2. Application for use of school facilities shall not be approved if such use would interfere with school activities.
3. School facilities shall not be used:
  - (a) For purposes which may create a public disturbance.
  - (b) Shall not be used when in the judgment of the Board of Education, use of such facilities would not be in the best interest of School District I-20.
  - (c) Meetings which promote subversive teachings and doctrines contrary to the spirit of American institutions;
  - (d) Activities tending to cause unrest in the community or which reflect upon or promote discrimination against citizens of the United States because of race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information;
  - (e) Any activity that may be destructive or injurious to the buildings, grounds or equipment; or
  - (f) Any purpose in conflict with school objectives.
4. School events have preference in scheduling. Outside groups shall not make advance scheduling of any facilities, for the school year before August 1st.
5. Classification of groups requesting the use of school facilities shall be determined by the Superintendent of Schools or his designee.

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6. Church Services Church services by established religious groups may be scheduled in school facilities on a temporary basis due to emergency situations or to early organizational efforts of such groups to build or expand a church facility. Under no circumstances will such usage be beyond one (1) calendar year from first usage.
7. Requests for rental usage will only be considered for time periods as stated below unless special permission has been obtained from the Superintendent of Schools or his designee.  
  
Mondays thru Fridays - 3:30 P.M. to 10:00 P.M.  
Saturdays - 7:00 A.M. to 10:00 P.M.  
Sundays - 7:00 A.M. to 10:00 P.M.
8. As a General Rule:
  - (a) School facilities shall not be available for rental during the months of June and July and on school holidays unless special permission is granted by the Superintendent of Schools or designee. If special permission is granted the rental fee will include the cost of pre-cooling the facility under the demand rate structure.
  - (b) Non-designated classrooms, libraries, learning centers and lounges shall not be used for non-school activities.
9. Kitchen facilities shall not be used at any time unless managed by the Districts Child Nutrition Service personnel.
10. Scheduling of use of school facilities on a continuous basis shall not be granted to cover a period beyond May 31<sup>st</sup> of each year.
11. The person or agency making application for use of school facilities shall agree to pay the school district for any damage to school property resulting from such use and shall agree to relieve the district from all responsibilities and liabilities for any injury, damages, or loss to the person or property of any individual attending the activity.
12. The district shall not be responsible for properties left on the premises before, during or after school activities.
13. Decorations or special effects shall be approved by the School Principal/designee for appropriateness, fire and safety purposes prior to installation and shall be removed by the group using the school facilities immediately following the conclusion of the activity.
14. A custodian must be on duty during the time that the school is in use by any outside organization.
15. School equipment shall be handled by employees of School District I-20.
16. Special permission shall be obtained from the School Principal/designee in order for groups renting facilities to use special equipment.

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17. The following rules shall be observed:
- (a) No tobacco allowed on school property.
  - (b) Possession or use of intoxicating liquors or drugs by any person or group shall not be permitted on school property at any time.
  - (c) Persons attending meetings in school buildings shall confine themselves to areas assigned for their use.
  - (d) Supervisors shall be in attendance at all times to prevent trespassing in portions of buildings not authorized to be used. The names of supervisors appointed for duty shall be stipulated on the contract and they shall be responsible to whomever the Superintendent of Schools or his designee has placed in charge of the building for the time specified.
18. Muskogee Schools reserves the right to terminate the use of school facilities by an individual or group at its discretion for any violation of policies, rules and regulation.

### Section 13: Denial of Approval

Facility rentals may be denied if:

- A. Fails to pay the usage fees within the specified time frame.
- B. The requester has a history of damage, drug, alcohol, and/or tobacco use, or inadequate supervision.
- C. The activity violates the canons of good morals, manners, or taste, or may be injurious to the buildings, grounds or equipment.
- D. The activities are discriminatory in the legal sense.
- E. The requester has a history of demonstrable danger or violence, or whose literature/philosophy promotes hatred and/or violence.
- F. Fundraising campaigns and/or commercial advertising comprise the essence of the requesting group's purpose.

### Section 14: Interpretation of the Policy and Procedures

The superintendent shall interpret and enforce all provisions of this policy and procedures. The superintendent's interpretation shall be final unless at least two board members direct that the issue be brought to the board of education for review.



**Application for Use of School Facility**

**Section 14: Licensing Agreement.**

THIS LICENSING AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between The Board of Education, Muskogee Public Schools District I-20, Muskogee County, Oklahoma, hereinafter called the "Licensor" and \_\_\_\_\_, hereinafter called the "Licensee". The district reserves the right to decline a licensee if payment for prior rentals of facilities were delinquent or if prior rentals of the facilities were not taken care of properly.

The Licensor does hereby grant a license to Licensee to use at \_\_\_\_\_, hereinafter called the "School Facility", during the hours of \_\_\_\_\_ to \_\_\_\_\_ on the following date(s) \_\_\_\_\_.

The Licensee agrees to pay the Licensor for the use of the School Facility the following: All fees and expenses incurred by the Licensee hereunder shall be paid prior to license being granted. All unforeseen expenses shall be paid within six date prior of rental date. The district reserves the right to decline a Licensee if prior rentals of facilities have been delinquent in payment or if facilities have not satisfactory took care of.

It is understood that this Licensing Agreement creates a license only and that Licensee does not and shall not claim at any time any interest or estate of any kind or extent in the School Facility by virtue of this license or the use of the School Facility.

The privilege given is not exclusive and Licensor reserves the right at any time to grant other or similar privileges to use or occupy the school building in which the School Facility is located.

Licensee shall indemnify, defend, keep and save the Licensor, harmless from any and all liabilities, damages, judgments, cost and expenses, including reasonable attorney fees and expenses of litigation resulting from or arising out of the Licensee's use of the School Facility.

Licensee shall not transfer or assign this Licensing Agreement without the written consent of the Licensor.

No consent or waiver, expressed or implied, by the Licensor to or of any breach of any covenant, condition or duty of Licensee shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

The Licensor shall not be liable or responsible for any delays or cancellation of Licensee's use of the School Facility due to casualties, force majeure, governmental regulation or control, Licensor's need for the School Facility or other causes beyond the reasonable control of the Licensor.

Any notice or demand from the Licensor to Licensee or from Licensee to the Licensor shall be mailed by registered or certified mail addressed as set forth herein or such other address as the Licensor or Licensee shall have last designed by notice in writing to the other party. The customary receipt shall be conclusive evidence of such service.

**Application for Use of School Facility**

Licensee agrees to provide and maintain, with a reputable insurance company, and at his sole cost and expense, public liability insurance, insuring Licensee and Licensor, Licensor's board members, officers, agents, employees and their successors and assigns as additional named insured against any and all claims, demands or actions for injury to or death of one or more persons in any one occurrence in an amount of not less than Two Million Dollars (\$2,000,000.00) single limit and for property damage to property in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) made by or on behalf of any person, firm or corporation, arising from, related to or connected with the conduct and operation of Licensee's activity and in the use of the School Facility and in addition and in like amounts covering Licensee's contractual liability under the aforesaid hold harmless, defense and indemnification provisions. Licensee shall provide Licensor with original signed certificates of insurance showing the required coverage to be in effect prior to the use of the School Facility. The certificate shall require that the insurer give Licensor at least thirty days prior written notice of termination or cancellation of the policies. The certificate of insurance shall require that the insurer give Licensor at least ten days written notice or renewal before the expiration date of the policy.

THE LICENSEE AGREES TO ABIDE BY THE LICENSOR'S POLICIES, RULES AND REGULATIONS APPROVED BY THE LICENSOR FOR THE USE OF SCHOOL FACILITIES AS STATED IN EXHIBIT A TO THIS LICENSING AGREEMENT. ANY BREACH OR FAILURE ON THE PART OF THE LICENSEE TO PERFORM THE TERMS AND CONDITIONS OF THE LICENSING AGREEMENT, INCLUDING THE POLICIES, RULES AND REGULATIONS ESTABLISHED BY LICENSOR, SHALL ENTITLE LICENSOR TO CANCEL THIS LICENSING AGREEMENT AT ANY TIME.

**The following rules shall be observed:**

- (a) No tobacco allowed on school property.
- (b) Possession or use of intoxicating liquors or drugs by any person or group shall not be permitted on school property at any time.
- (c) Persons attending meetings in school buildings shall confine themselves to areas assigned for their use.
- (d) Supervisors shall be in attendance at all times to prevent trespassing in portions of buildings not authorized to be used. The names of supervisors appointed for duty shall be stipulated on the contract and they shall be responsible to whomever the Superintendent of Schools or his designee has placed in charge of the building for the time specified.

**Application for Use of School Facility**

Applicant: \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Daytime Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Tax exempt ID No. \_\_\_\_\_  
 Email Address \_\_\_\_\_

Requested Facility: \_\_\_\_\_  
 Purpose of Usage: \_\_\_\_\_

Rehearsal Dates: \_\_\_\_\_ Time in: \_\_\_\_\_ Time out: \_\_\_\_\_  
 Performance Dates: \_\_\_\_\_ Time in: \_\_\_\_\_ Time out: \_\_\_\_\_  
 What will be charged as admission? \_\_\_\_\_ How many will attend the event? \_\_\_\_\_  
 Is a fee waiver requested for the facility charge? \_\_\_\_\_ Is custodial required? \_\_\_\_\_  

Supervisors responsible	Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

**FEE WAIVER APPROVED:**

Facility Charges.....\$	N/A__	Yes __x__	No ____
Rehearsal Rental _____		Yes __x__	No ____
Program Rental _____		Yes __x__	No ____
Personnel Charges.....\$	_____		No <u>X</u>
C.N.S. Charges.....\$	_____		No <u>X</u>
Utility Charges.....\$	_____		No <u>X</u>
TOTAL DUE BEFORE USAGE \$			_____

As building administrator I have made sure there are no conflicts in scheduling the facility and required personnel have been assigned to work the event. All necessary building arrangements have been made.

Building Administrator approval \_\_\_\_\_ Date \_\_\_\_\_

Maintenance Directors approval \_\_\_\_\_ Date \_\_\_\_\_

C.N.S Director approval \_\_\_\_\_ Date \_\_\_\_\_

Finance office approval \_\_\_\_\_ Date \_\_\_\_\_

**THE COSTS OF PERSONNEL AND UTILITIES WILL BE CHARGED ON ALL APPLICABLE CONTRACTS.**

If approved, the applicant assures the proper and legitimate use of the school property, and will assume any liability for damage suffered during usage.

Applicant signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_