

USE OF SCHOOL DISTRICT FACILITIES (REGULATION)

The Board of Education believes that the first priority in the use of its school district facilities is the education of children in the district. However, community groups may request permission to use school facilities for worthwhile purposes when such use will not interfere with the school program or operation of school district business. All arrangements shall be subject to the provisions of state law.

The Board of Education shall exercise its authority to fix and collect rentals, rates, and charges for the occupancy or use of school district facilities in such amounts and in such a manner as may be determined reasonable. The Board grants the Superintendent or his/her designee the authority to approve and schedule the use of school district facilities. The Board also grants the Superintendent or designee the authority to determine the appropriate use of each facility and to approve or deny requests based on the best interest of the school district. A fee will be charged for use of school district facilities by any person, group or organization other than those considered to be school-related. A breakdown of all persons, groups, organizations and associations along with fees assessed to each is listed in this policy.

Any organization, group, association or person(s) renting a school district facility will be required to provide a liability insurance policy (or certificates of insurance) to the administrator in charge at least five (5) working days prior to the scheduled meeting or event covering the exposure created by individuals coming to use the facilities. Limits of liability shall not be less than: \$50,000 to claimant for any number of claims for damage to or destruction of property arising out of a single accident or occurrence; \$200,000 to claimant for all other claims arising out of a single accident or occurrence; \$1,000,000 for any number of claims, arising out of a single accident or occurrence. The policy shall reflect as additional named insured: Board of Education, Independent School District No. 3, Oklahoma County, Oklahoma. This insurance provision may be waived by the Superintendent or his/her designee.

Responsibility for buildings and facilities rest with the administrator assigned to the site. The Superintendent or designee is charged with the responsibility of considering and approving all requests for use of facilities. The site administrator, or designee, is responsible for assigning an on-site employee to open, close, clean, secure the facility, and assist with facility operations as necessary. Assisting with facility operation means to change light bulbs, open additional doors, provide trash containers, set up required tables, chairs, etc.

It is also the site administrator=s or designee=s responsibility to explain to approved groups the responsibility they have in the care of the facility being used. Any instance of abuse or disregard of stated use of policies or regulations may result in the immediate cancellation of the permit and denial of future use by the group. The person or group receiving the permit shall be responsible for any loss of or damage to school district property.

Security and custodial services shall be arranged under the direction of the administrator of the school site, district facility or the Superintendent=s designee. Payment for such services (custodial, caretaker or security) shall be made directly to the person(s) involved in such services from the facility user. If kitchen facilities are used, a Child Nutrition employee must be present and be employed during the event. These employees must be reimbursed for their services at a rate not to exceed \$20.00 per hour with a two (2) hour minimum. The rate of pay may be negotiated between the facility user and the employee. Payment for such services will be made directly to the person(s).

Due to the complexity of the sound/lighting systems in the Luther Public Schools Auditorium, groups receiving authorization to use the facilities must employ a district site employee to operate the equipment at a charge negotiated between the employee and the group. Payment of such service(s) shall be made directly to the site employee.

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Permission for temporary use by churches will be on a case-by case basis. Applications for facility use by churches must be accompanied by a presentation of a projected program or schedule outlining the purpose of use of the district facility. Approval of district facility used by a church or religious organization will initially be on a temporary basis only and must be approved by the Board. Temporary will mean a period of less than three (3) months. The Board may extend the usage agreement at its option after the three month period. The Board, at its option, may request additional information from the religious organization on the use of the facility at any time.

Any request to use a school facility on any Sunday by an outside group must have Board approval. The use of school facilities on Sunday must end no later than 9:00 p.m.

Because of copyright laws, no recording equipment will be allowed in the auditoriums unless approved by the site administrator and/or Superintendent or designee.

All fees derived from the renting of District facilities will be collected by the site administrator and immediately sent to the District Finance Office for deposit into the General Fund.

Unless specific approval is granted by the Superintendent or designee, any school facility may not be used the two weeks prior to the beginning of school each year in order to allow cleaning, repair, and preventive maintenance to be performed. Additionally, many facilities may not be available during the periods in which school is not in session in order for district personnel to perform cleaning, maintenance or renovation of these sites.

The Board may authorize the Superintendent to employ a non-school entity to manage and schedule activities at district sites outside the school day.

FACILITY USERS

There will be no charges for use of any school district facility by any faculty supervised group when the activity is considered part of the overall school program. Examples of this would be the Drama Club, ROTC, FFA, etc.

There will be no facility use charges for **Category 1** groups such as school-sponsored groups and non-fund raising use by organizations such as Girl Scouts, Boy Scouts, PTO or Luther Public Schools Booster Clubs. Fund raising activities of the above groups in which funds are not deposited directly into school district activity funds may be charged fees for facility use.

Category 2 groups such as local community-oriented and nonprofit service groups, Kiwanis, local Chambers, Rotary, etc., will pay according to the facility use schedule.

Category 3 groups such as parochial schools, churches, nonprofit groups that are not school related, business college graduations, little leagues and community-oriented nonprofit groups located outside the Luther Public School District will pay according to the facility use schedule.

Commercial and profit making groups such as political fund raising, style show, dance revues or recitals, beauty pageants, talent contests, etc., will pay according to the **Category 4** facility use schedule.

USE OF SCHOOL DISTRICT FACILITIES (REGULATION) (Cont=d)

A deposit equal to one hour of rental fee for the facility being used may be required and must be paid at least ten working days prior to the date(s) the facility will be used. The deposit should be made to the administrator in charge or the Superintendent's designee. There will be no refund of the deposit if a cancellation is made less than three working days before the scheduled usage date(s). The deposit will be credited to the final payment for the renting group. The Superintendent or designee may waive the deposit requirement.

Users of Luther Public School facilities agree to abide by Board policies. The Board, Superintendent or designee and/or site administrator has the right to refuse the use of the school facility and/or to terminate the facility use agreement for any reason. If this occurs, any unused facility use fees will be refunded to the user within 45 days.

Use of special facilities, such as the Luther Auditorium, is very limited. However, the Board of Education may allow the special facility to be used for special or community event on an individual basis. Use of these facilities for commercial purposes would be prohibited unless approved by the Board of Education.

The Superintendent or designee may negotiate facility use charges, on an individual basis, for those entities who provide a direct benefit or meet specific programming needs to Luther Public School students or employees. In-kind goods and/or services of equal or greater value may also be considered in lieu of facility use payment upon approval of the Superintendent or designee. Any in-kind services must be specified, in writing, prior to any use of district facilities.

PROCESS

A formal process is required to use school district facilities. Below is the application process.

1. A facility use application must be completed fully and returned to the site administrator or designee. Facility use applications are available at each school site.
2. The site administrator will review the application and either approve or deny the request. If the application is approved by the site administrator the application, along with any deposit, insurance certificate or any other supporting document, is forwarded to the Superintendent or designee for final approval.
3. A copy of the facility use agreement, whether approved or denied, will be sent back to the site administrator or designee. The site administrator or designee will then notify the user of the status of the application.
4. The facility will then be made available to the user at the time and date listed on the application by the site administrator or designee.
5. Full payment for facility use must be received by the site administrator no more than five (5) working days after the user's ending date listed on the application.

USE OF SCHOOL DISTRICT FACILITIES (REGULATION) (Cont=d)

SCHEDULING

1. School groups/organizations should make plans and schedule dates for facilities early in the school year to guarantee availability. Major productions at the high school will receive priority in scheduling the auditorium so arrangements must be made early.
2. The Superintendent or designee will schedule all events/programs, rehearsals, etc. in the auditorium.

The site principals will schedule all events, programs, etc. in the gyms, sports complex or other athletic facilities.
3. All requests for the auditorium must be made in writing. A phone call will not hold a request date. Until written approval is received from the school by the requesting party, a requested date is not confirmed. Those requesting the auditorium should include a first and second choice of dates.
4. Changing a date after confirmation is strongly discouraged. A change may mean cancellation if other factors including, but not limited to, alternative dates are not favorable.

SUPERVISION

1. A school employee must be present any time a group or organization is using a school district facility unless approved by the Superintendent or designee.
2. In case of an emergency, the site administrator or Superintendent=s designee is to be notified immediately.
3. Students are not allowed to be in facilities without authorized adult supervision. A teacher, sponsor or school employee must be present whenever students are in a facility.
4. Students will not be allowed to roam through the buildings. Only the auditorium/gym or specific facility being used will be accessible to the group having permission to use it.

FOOD, TOBACCO, ALCOHOL, OTHER BEVERAGES AND NARCOTICS

1. No intoxicants or narcotics shall be used in or about school buildings and premises, including playing fields; nor shall profane language, quarreling, fighting, or gambling be permitted.
2. The use of tobacco in any form in any school district building or on school grounds is prohibited.
3. No food or drink will be allowed in any part of the auditorium including the dressing rooms, beam area backstage or on stage at any time during rehearsal or performance. This rule includes not only the audience but also cast, crew, and sponsor. This rule applies to any other rooms being used in conjunction with the auditorium. If non-alcoholic beverages are part of the properties for the performance, they are allowed only when used as such in rehearsals. They may not be used in any other area.

USE OF SCHOOL DISTRICT FACILITIES (REGULATION) (Cont=d)

MAINTENANCE/CUSTODIAL

1. Only school custodians or school personnel assigned by the site building administrator or Superintendent=s designee will be allowed to unlock, lock and clean facilities.
2. School groups or organizations using a facility are responsible for keeping it clean during use. Clean means free of litter and clutter of any kind. The facility must be vacated and cleaned after the last performance, meeting or event. Nothing is to be left for pick up at a later date. School custodians will be responsible for heavy cleaning and vacuuming.
3. Outside groups or organizations are responsible for paying school custodians(s) to clean the facility at a rate not to exceed \$20.00 per hour with a two hour minimum. This fee will be paid directly to the employee unless otherwise specified. Arrangements must be made prior to the facility being used.
4. Any group or organization using a facility after school hours or on weekends is responsible for paying school employee(s) to clean the facility for the fee, which is included in Board policy.
5. Extra custodial charges may be assessed when concessions are sold.

SECURITY/PARKING

All vehicles are to be parked in the school parking lot rather than in the areas close to the building. The administrator or Superintendent=s designee may deem it necessary to have a police officer on duty if the crowd is to be especially large. When this happens, policemen are to arrive 30 minutes prior to the program and remain until the area is cleared. Police officers are to be paid by the organization sponsoring the event or activity at a rate negotiated between the organization and the police officer.

SPECIAL PROVISIONS FOR THE USE OF THE AUDITORIUM

There will be a 3 hour minimum charge per use of the Auditorium. In addition, outside groups receiving authorization to use the Auditorium must employ a Luther School District auditorium employee, who is skilled at using the auditorium=s lights and sound, at pay rate not to exceed the employee=s regular rate of pay. The rate of pay may be negotiated between the facility user and the employee. Payment for such services shall be made directly to the person(s). The employee will be on duty at all performances and rehearsals. It is the duty of the auditorium employee to see that the building and equipment are properly used.

A lighting/sound technician may need to be employed if there is reason to use special lighting other than house lights or sound other than the public address system. The site administrator will make this decision. The cost for the lighting/sound technician will be paid by the group/organization using the facility. The group/organization using the facility will be responsible for any damages to the facility and/or equipment. Charges necessary to repair or replace damaged equipment or any part of the facility will be assessed to the group using the facility. This applies to school groups and organizations as well as to outside groups.

USE OF SCHOOL DISTRICT FACILITIES (REGULATION) (Cont=d)

PRE-PRODUCTION PLANNING:

1. Groups or organizations using the auditorium must furnish the color gels needed for the production. If a specific color light pattern is desired, a detailed color specifications list must be sent to the auditorium manager at least a week prior to the scheduled performance date.
2. A script or order of program with light and sound requirements and cues must be furnished to the auditorium manager at least one week prior to the performance. Changes must be kept to a minimum once cues or requirements are submitted.
3. If school equipment available for use in the auditorium is needed for production, the auditorium manager must be notified one week in advance. This includes all equipment.
4. The layout scheme for the stage must be submitted at least one week prior to the performance. This scheme must reflect where the requested equipment is to be placed on the stage.

LIGHTING:

1. The lights in the auditorium have already been set and focused in a general pattern that affords over-all lighting of the stage. Only the auditorium manager or a member of the student light/sound crew may move a light from its pre-set position. After the performance, all lighting must be reset and refocused according to the general setting pattern. Failure to do so will result in a \$50 charge to pay for labor in resetting.
2. Only specified personnel, including the auditorium manager and members of student light/sound crews, are allowed in the beam/catwalk area. No photographers or news media personnel should be in the area. For personal safety, only those school personnel familiar with the area and its walkways should ever go onto the beam.
3. Full stage lighting may only be used in final dress rehearsals and performances. Only stage work light may be used for all other rehearsals. Only three (3) full-stage lighting rehearsals will be allowed for any one production.
4. Any equipment needs beyond that which is available in auditorium supplies must be furnished by the group or organization using the auditorium.

SOUND:

1. If auditorium sound equipment is required, the auditorium manager or designee must be notified one week in advance of the scheduled performance.
2. Only sound equipment specifically purchased for use in the auditorium may be used through the existing system.
3. Only equipment designated for use in the auditorium may be borrowed from the auditorium. School audio-visual equipment is not available. Request to borrow any auditorium equipment must go through the auditorium manager or designee.

USE OF SCHOOL DISTRICT FACILITIES (REGULATION) (Cont=d)

4. Any equipment needs beyond that which is available in auditorium supplies must be furnished by the group or organization using the auditorium.

SET CONSTRUCTION/STAGE PROPERTIES:

1. There is to be no nailing, stapling, pinning, taping, painting or hanging anything on the stage curtains, walls, floors or ceilings in the auditorium. Stage battens are the only devices from which objects can be suspended.
2. Any construction to be done on the stage must be approved the the auditorium manager or designee.
3. Any item which stain or permanently ruin the stage curtains are prohibited from use on the stage. Examples include, but are not limited to, shaving cream, pies and whipped cream. The throwing of such items, including food, as a part of the stage business is prohibited.
4. It is against city fire codes to use hay, straw or any quantity of combustible material on stage as part of set or set properties. This will not be allowed.
5. The auditorium manager or designee must approve any heavy equipment or machinery used as part of a set to be placed on the stage. This includes, but is not limited to, wagons, tables, cabinets, etc.
6. Moving and adjusting scenery, securing lighting effects, operating the public address system and all other manipulations of equipment must be approved by the auditorium manager or designee. Decisions of the auditorium manager or designee shall be final.

ITEMS PROHIBITED FROM LUTHER PUBLIC SCHOOLS FACILITIES

The following items are prohibited on the Luther Public School facilities:

1. Tobacco products of any kind;
2. Food or Drinks (Including gum and sunflower seeds);
3. Motorized vehicles with the exception of those purchased specifically for the track and field by Luther Public Schools;
4. Pets;
5. Paint products;
6. Open Flames;
7. Fireworks;
8. Vehicles without pneumatic tires (this includes wagons, carts, props, equipment carriers, etc.);
9. Tables, chairs or other furniture unless approved by District Maintenance Department;

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10. No alcohol or illegal substances.
11. No firearms or weapons.
12. Golfing, shot putting, javelin or discus throwing on the field surface;
13. Roller Blades, roller skates, skateboards, bicycles, tricycles or similar type items;
14. Shoes with spiked heels or with soles that could damage the track or field surface (approved track shoes may be worn).

In addition to the above prohibitions, event equipment must be removed from the track/field area immediately after use. Questions relating to any of the above should be directed to the Director of Operations for Luther Public Schools.

**USE OF SCHOOL DISTRICT FACILITIES
(REGULATION) (Cont=d)
LUTHER PUBLIC SCHOOLS= FACILITY USE CHARGES**

USER DEFINITIONS:

CATEGORY 1: School-sponsored organizations with faculty supervision and non-fund raising activities of PTOs, Scouts, Luther Booster Clubs, etc.

CATEGORY 2: Community organizations and Non-profit Service groups such as Kiwanis, Local Chambers of Commerce, Rotary, etc.

CATEGORY 3: Parochial schools, churches and Non-school related non-profit groups such as YMCA, O.S.S.A.A., A.A.U. Little Leagues, etc.

CATEGORY 4: For-profit and commercial organizations and other organizations not categorized above.

HOURLY FEE SCHEDULE:

	Cat 1	Cat 2	Cat 3	Cat 4
Classroom (each)	N/C	\$5.00	\$20.00	\$ 40.00
Administration Meeting Room	N/C	N/C	\$10.00	\$ 40.00
Media Center	N/C	N/C	\$10.00	\$ 40.00
Cafeteria	N/C	N/C	\$10.00	\$ 40.00
Kitchen 1	N/C	N/C	\$15.00	\$ 60.00
Gymnasium (Elementary)	N/C	N/C	\$15.00	\$ 60.00
Gymnasium (Secondary)	N/C	N/C	\$20.00	\$ 80.00
Football Field	N/C	N/C	\$10.00	\$ 40.00
Football Field (with light usage)	N/C	\$15.00	\$25.00	\$ 55.00
Luther Auditorium 2 3 4	N/C	\$50.00	\$75.00	\$200.00
Luther Community Building	N/C	\$25.00	\$50.00	\$ 75.00

1. A maximum of \$20.00 per hour, per cook, with a two hour minimum will apply.
2. A maximum of \$20.00 per hour, per custodian, with a two hour minimum may apply.
3. The use of this facility is very restricted and would be available for use on a limited individual basis. There would not be any approval for use by any group for commercial use. However, the Board of Education may allow the facility to be used for a special or community event. There is a three hour minimum usage charge.
4. See Board Policy on use of facility.

LUTHER PUBLIC SCHOOLS
FACILITY USE APPLICATION

_____ has applied for permission to rent facilities/buildings of Luther Public Schools on the _____ day of _____, 20____ during the hours of _____ to _____.

The use of the facilities will be for _____.

SPECIFIC AREAS REQUESTED

() Community Building () Auditorium () High School Gym () Multi-Purpose Building

() Cafeteria () Other _____

Approximately how many people are expected to attend this function? _____

The cost are calculated as follows:

Building \$ _____
Equipment \$ _____
Other \$ _____

TOTAL \$ _____

The building is to be opened at _____ and closed at _____.

Name of Activity Supervisor _____.

Attached are the following: () Certificate of Insurance () Indemnification Agreement () Building Rental General Regulations

The rules and regulations for the use of school facilities have been read and are understood along with all provisions of the rental application/permit.

Applicant/Renter

APPROVED BY:

Date

Telephone Number

Date

LUTHER SCHOOL DISTRICT INDEMNITY AGREEMENT

INDEMNITY

I, the undersigned, on behalf of myself and my organization/group/company, do hereby undertake and agree to indemnify, hold harmless, and at the option of the School District, defend the School District, and any and all of its Board, officers, directors, agents, representatives, employees, assigns, affiliates, and successors in interest from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to attorney fees and cost of litigation) judgements, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any of my or my organization's persons, employees, agents, volunteers, and guests, or damage or destruction to any property of either party to this agreement, or third persons in any manner arising by reason of or incident to utilization of any School District facility or property (whether real or personal) on the part of the employees, agents, affiliates, representatives, patrons residents, and individuals in any way connected with the use of the School District's facilities and properties.

INSURANCE

I shall () I shall not () furnish evidence of the following coverage to the School District prior to the commencement of the utilization of the facilities and/or property:

General Liability Insurance: evidence of general liability insurance including contractual liability, personal injury, premises and operations, and broad form property damage. Such insurance shall provide for a \$_____ General Aggregate Limit. Evidence of requested insurance shall clearly show the School District as an additional insured.

SIGNATURE

I, for and on behalf of my organization/group/company, have carefully read and understand the contents of the foregoing language, and I and my organization/group/company specifically understand and intend it to cover any and all use of the School District's facilities and property by employees, volunteers, patrons, residents, guests, and all others authorized by me or my organization/group/company.

Signature

Date

Title

Organization/Group/Company