

USE OF SCHOOL PROPERTY

The Gracemont Board of Education believes that the first priority in the use of its school property is the education of children in the district. However, local citizens are encouraged to use the property for other reasonable general public use including religious, political, literary, community, cultural, scientific, mechanical, agricultural, or parental involvement purposes. The school district shall allow use of school buildings and facilities to youth groups listed in Title 36 of the United States Code as a patriotic society in accordance with the rules and requirements set forth in the school district's regulation on use of school facilities.

The school district will make school property available for public recreation before or after normal school hours, on weekends, or during school vacations. In making the determination as to whether property is available, the superintendent shall review current recommended guidelines regarding social distancing and gatherings to determine whether the district space that is requested will be able to be utilized. If a group is allowed to use school property, it will be the responsibility of the person who fills out the application for use to ensure that all appropriate steps are taken with regard to social distancing and that the CDC guidelines are followed with regard to sanitation and cleaning. Specific property that will be open includes: the multipurpose room, auditorium and gym. The school district will not provide supervision during these hours and any use should be carefully monitored by parents or legal guardians. Any community member, student or parent must have permission from the Superintendent or Athletic Director to use the gym for any reason. Any patrons using facilities will be held responsible for any damage to the facility and will pay a custodial fee when applicable. The weight room in the gym is only available for current athletes with a certified coach available to supervise for safety reasons.

If the school renders emergency care, aid, shelter, or other assistance during a national disaster or catastrophic event, the school district shall not be liable for damages resulting from the rendering of the emergency care, aid, shelter or other assistance unless the damage was caused by the gross negligence or willful misconduct of the individual or entity rendering the emergency care, aid, shelter or assistance.

The board shall exercise its authority to fix and collect rentals, rates, and charges for the occupancy or use of school property in such amounts and in such manner as may be determined.

If the district has provided classroom space or other school facilities for a federally sponsored Head Start program and is planning to make a material change in the arrangement, the superintendent will give notice to the director of the Head Start program at least seven (7) days prior to a school board hearing on the matter.

REFERENCE: 20 USC §7905
70 O.S. §§5-129.3 and 5-130
11 O.S. §33-103

NOTE: Senate Concurrent Resolution 60 of 1994 recommends that school districts make school transportation equipment available to community-based organizations in transporting elderly persons.

Facility Use Regulation

The Gracemont Board of Education and Administration will provide community members access to school facilities such as the gym, multipurpose room and auditorium with the following conditions, however the district and administration has the discretion to deny use for any reason:

- Anyone who damages or removes property from school district facilities will not be allowed to use facilities
- A signed "hold harmless" agreement must be on file with the district for anyone using district facilities
- Facilities must be cleaned after use and any damage to facilities must be repaired or replaced
- Use fees of \$20 will be charged for using the multipurpose room with a \$25 deposit. Use fees of \$50 will be charged for using the auditorium with a \$50 deposit. Deposits will be returned to patrons who leave the facility clean and turn off all appliances and heat/air. A gym fee of \$50 with a \$100 deposit will be charged for groups or activities that do not directly involve Gracemont student athletes. The Superintendent has the discretion to waive fees and to not allow people to use facilities as needed. School functions will have priority over all other activities in district facilities.
- Patrons who want to use facilities may contact the high school office to schedule and pay for the event.
- No smoking/vaping, alcohol or controlled substances are allowed on school property at any time.
- Keys or FOBs must be returned to the office or additional fees will be charged.
- Auditorium use: people using the facility may not access areas behind/under the stage or storage areas.
- Multipurpose Room use: all food/trash must be removed after use
- Gym Use: people using the facility may not access the weight room, locker rooms, concession area, or any storage areas. Gym shoes must be worn on the gym floor.
- Upon Superintendent or faculty approval, students/adults using facilities for school-related activities will not be charged a use fee (eg. Basketball team members practicing when school is closed).

HOLD HARMLESS AGREEMENT

As the bona fide representative of the entity that will be renting/using the Gracemont Public Schools Facility on _____, (Date)

I, _____, hereby waive all claims of action against the State of Oklahoma, the Gracemont Board of Education as a group or as individuals, the Gracemont administration, faculty, and/or support staff all of which are hereby collectively hereinafter referred to as the "State," arising out of my requested use of said facility/equipment.

Knowing, understanding, and fully appreciating all possible risk, I hereby expressly, voluntarily, and willingly assume all risk and dangers associated with the use of said facility/equipment. These risks could result in damage to property, personal and/or bodily injury or death. I have read this waiver/release and understand the terms used in it and their legal significance. This waiver/release is freely and voluntarily given with the understanding that right to legal recourse against the State is knowingly given up in return for allowing my use of said facility/equipment.

My signature on this document is intended to bind not only myself but also my successors, heirs, and representatives.

Facility being used: _____

Signature: _____
(Entity Representative)

Acknowledged: _____
(Superintendent or School Representative)

Date: _____