

**Cleveland Public Schools**  
**Facilities Use and License Agreement**

THIS AGREEMENT is entered into between Cleveland Public Schools ("School District") and \_\_\_\_\_ ("Licensee").

**RECITALS:**

- A. Licensee desires to use on a temporary basis certain facilities owned by the School District.
- B. The School District desires to allow Licensee to use and occupy designated portions of those facilities at specific times and for specific purposes.

**WHEREFORE**, in consideration of the following mutual promises, covenants and conditions and intending to be legally bound the parties agree as follows:

- 1. The School District agrees to allow Licensee to use and occupy the facilities and portions thereof described in paragraph 6 below at the times designated in said paragraph 6 below and for the specific uses described in paragraph 6.
- 2. Licensee agrees to pay the School District \$ \_\_\_\_\_ as and for rentals and all required cleaning and janitorial expense involved in Licensee's use and occupancy of the facilities.
- 3. Licensee agrees to release, hold harmless and indemnify the School District, its agents and employees from any and all liability regardless of the source and regardless of the type of claim which may occur arising out of, directly or indirectly, the Licensee's occupancy and use of the below-described facilities. In addition to the foregoing release and indemnity, and not in lieu thereof, Licensee agrees to furnish School District with a certificate or certificates of insurance coverage in such amounts as the superintendent of schools requires as will insure the School District against any and all liability or actions that can arise by virtue of the Oklahoma Governmental Tort Claims Act, and naming the School District, its agents and representatives as additional parties insureds.
- 4. Licensee warrants and represents that it is authorized to sign this Agreement and by signing this Agreement binds itself, its affiliates, members, successors and assigns.
- 5. This Agreement is terminable at the will of the School District upon thirty (30) days advance notice.

Designated building: \_\_\_\_\_

Designated portion: \_\_\_\_\_

Designated use: \_\_\_\_\_

Designated date(s): \_\_\_\_\_

Designated time: \_\_\_\_\_

Licensee will take care to use all facilities and equipment of the School District in a careful and prudent manner so as to prevent any loss, defacement or damage to them. Licensee is liable to the School District for the damages, repair or replacement of any items damaged during its use of the School District's facilities.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Licensee

Cleveland Public Schools

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
President, Board of Education

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Clerk, Board of Education

**Cleveland Public Schools**  
**Request for Use of School Facilities**

Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone#: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_

Event Times: Start: \_\_\_\_\_ End: \_\_\_\_\_ Total: \_\_\_\_\_

Description of Event: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proof of insurance attached:  Yes  No  
Insurance must name Cleveland Public Schools as insured

Rental Rates and Charges (for non-school sponsored events):

**INSERT RATE SCHEDULE HERE**

Deposit: A deposit of \$ \_\_\_\_\_ is required with all applications.

Renter/Applicant Signature: \_\_\_\_\_

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

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**CPS USE ONLY**

Approved / Denied  
Reason for Denial: \_\_\_\_\_

Total Rental Charge: \_\_\_\_\_

Total Deposit: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Date

**CLEVELAND PUBLIC SCHOOLS  
FACILITY USAGE INSURANCE FORM**

I (we), the undersigned, in consideration of Cleveland Public Schools permitting me (us) to use:

\_\_\_\_\_ (Describe School Property Involved)

for \_\_\_\_\_

(Purpose)

on \_\_\_\_\_

(Date (s) and Time (s))

**do hereby agree to obtain liability insurance, naming Cleveland Public Schools as a co-insured party with said insurance covering use of school property. The liability insurance shall provide the following coverage:**

1. Twenty-five Thousand Dollars (\$25,000.00) to any claimant for any number of claims for damage to or destruction of property, including consequential damages arising out of a single accident or occurrence.
2. One Hundred Twenty Five Thousand (\$125,000.00) to any claimant for all other claims arising out of a single accident or occurrence.
3. One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.
4. The limitation on individual claimants includes damages claimed for loss of services or loss of support arising out of the same tort.

Witness my (our) hand (s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Cleveland Public Schools**  
**Asbestos Management Plan**

If the district needs to develop a new plan, RFR suggests using the Environmental Protection Agency's model plan. The district does not have to annually develop a new plan, just update the existing plan and notice each year. The EPA's model plan for schools is available at:

*<http://www2.epa.gov/asbestos/school-buildings#management>*

**To: All Site Principals and Central Office Administrators**  
**From: The Superintendent of Schools**  
**Re: Directive to all site principals regarding Protocol to implement the Board's PASS Act Policy (HB 1715) as to Patriotic Youth Societies**  
**Date: \_\_\_\_\_, 20\_\_**

All school sites shall use the following protocol to implement the Board's PASS Act Policy. Any questions as to any part of this protocol or the Policy should be directed to each site principal's direct supervisor:

**PROTOCOL**

1. After receiving oral or written notice from an authorized Patriotic Youth Society representative, the principal of each requested school site in the School District will allow representatives of the Patriotic Youth Society, during school hours, the opportunity to speak with and recruit students to participate in the Patriotic Youth Society.
2. Such presentation may occur only once per school year at any particular school site.
3. The principal will set the date, time and place for the representatives to appear at the school site and will notify the representatives of the schedule.
4. The time for the presentation will be during the lunch hours of each school site so that any student who wishes to hear the presentation will do so during non-instructional time.
5. The Patriotic Youth Society representatives will be allowed 15 minutes at the end of each lunch hour to make their presentation.
6. No student will be required to attend the presentation.
7. The day before the presentation and the day of the presentation the site will notify all students of the time and place of the presentation. This notification will be either by an intercom announcement or homeroom announcement.