

OFFICE OF CHIEF ACADEMIC OFFICER
Summary of State Board of Education Agenda Items
Consent Agenda
December 16, 2021

MISSISSIPPI SCHOOLS FOR THE DEAF AND THE BLIND

- C. Approval of the Mississippi Schools for the Deaf and the Blind Facilities Usage Application, Policies, and Procedures as addenda within the Mississippi Schools for the Deaf and the Blind Operations Manual

Background and Purpose: Mississippi Schools for the Deaf and the Blind (MSDB) is seeking approval of its Facilities Application, Policies, and Procedures to be included in the MSDB Operations Manual (pages 89-96) and to be used as a rental agreement for outside entities. Monies from rental will go into the MSDB General Maintenance Fund.

Recommendation: Approval

Back-up material attached



Facility Use Application, Policies, and Procedures Mississippi Schools for the Deaf and the Blind

Date: _____

The completed application must be submitted at least ten (10) business days prior to the proposed use date.

Name of Applicant: _____

Address of Applicant: _____

Telephone of Numbers of Applicant: Office _____

Home _____

Cell _____

If applicant is not an individual, name of person with authority to bind Applicant:

Name: _____

Address: _____

Telephone: _____

Date(s) of use: _____

MSDB employee supervising event: _____

Check ALL MSDB FACILITIES to be used. Price is per day unless stated otherwise:

- Auditorium \$100
- Cafeteria \$50
- Library \$50
- Athletic Fields (mark all that apply)
 - Football/Soccer \$600
 - Practice Field \$150/month
 - Field House (included)
- Classroom(s) (specify room numbers) _____
- Security (included @ no additional cost)
- Gymnasium (P.E.C.) \$500
- Gymnasium (Roberts) \$300
- Concession Stands (included)
- Track \$500
- Concession Stand (included)

\$ _____ Total estimated **FACILITIES** cost paid directly to MSDB Activity Fund

The costs associated with a staff KEYHOLDER/CUSTODIAN(S)/OTHER will be contingent upon the date and time of the event and must be paid directly to the MSDB staff member. Check all that apply:

Required MSDB Keyholder @ \$ _____ per hour for _____ hours if services are needed after hours.

Required _____ # of MSDB custodians @ \$ _____ per hour for _____ hours if services are needed after hours.

Other (specify) _____

\$ _____ Total estimated **KEYHOLDER/CUSTODIAN(S)/OTHER** costs paid directly to the MSDB employee(s)

I. Introduction

Applicant hereby agrees that it will abide by and comply with the Facility Use Policies and Procedures adopted by the State Board of Education (SBE) of the Mississippi Schools for the Deaf and the Blind (MSDB). These policies concern the casual, temporary presence of members of the public in or about the building and grounds of the MSDB. The State Board of Education has statutory authority over the property of MSDB unless otherwise prescribed by law. Unless otherwise specified, the use of the term "MSDB" will be taken to include the interior and exterior of all buildings and its grounds.

II. Public Purpose

Events and exhibits whose primary intended purpose is to promote the interests or general welfare of inhabitants or residents within the state are deemed to be for a public purpose. Events, exhibits, and functions which are inherently private in nature are deemed to lack a public purpose, unless the applicant can demonstrate a public purpose to the satisfaction of the approving entity. Events including, but not limited to, wedding, private receptions, and birthday parties do not serve a public purpose; therefore, they are prohibited in buildings within the MSDB.

III. Security

Security is provided by the MSDB through Guard One Security Company. If necessary, additional law enforcement personnel may be called into service to assist Guard One at the applicant's own expense.

IV. Certificate of Liability

Applicant provides a Certificate of Liability Insurance no later than five (5) business days prior to the event, naming the MSDB as an additional insured on its insurance policy and insuring the MSDB against loss due to bodily injury or property damage no less than \$1,000,000.

V. Damages

Applicant assumes responsibility for damages of any kind, including damage to property, furniture, fixtures, and equipment used by the Applicant and to pay, at a cost set by the State Board and/or Superintendent, for any resulting damages. If the Applicant has not properly cleaned the facilities and left them in good order, the Applicant shall also pay the costs of such cleaning and returning furniture and equipment to their proper places.

VI. Denial of Application

- A. Incomplete requests will not be considered.
- B. Requests shall be approved and scheduled by the Superintendent of the MSDB, or his/her designee, in consultation with the State Superintendent of Education.
- C. Events/exhibits shall not interfere with the regularly scheduled business conducted at the MSDB, including during regular school hours, which is from 7 a.m. to 5 p.m.

D. Events/exhibits shall be denied for the following reasons:

1. They serve no obvious public purpose as previously defined in this policy;
2. They promote a commercial enterprise and/or involve the exchange of money;
3. They involve fund-raising on the premises, which is prohibited by state law;
4. They obstruct entrances or interrupt traffic flow on campus and inside buildings;
5. They have the potential to cause damage to state property (including, but not limited to, the exterior wall, interior walls, doors, windows, woodwork, floors, walkways, sidewalks, and grounds);
6. They involve the use of materials that are vulgar, licentious, lewd, or obscene;
7. They involve the use of materials that detract from the aesthetics of the building and/or its grounds;
8. They disturb the public peace;
9. They obstruct the view of or access to fire-fighting equipment, fire alarm pull stations, security cameras, or fire hydrants;
10. They involve the use of any flammable, hazardous, or odorous chemicals or materials, torches, candles, or other open flame illuminating devices or fires, or are determined to be a fire hazard by the State Fire Marshall;
11. They involve the use of signs or placards attached to objects that might cause damage to the building;
12. They exceed the maximum occupancy as determined the State Fire Marshall;

VII. Responsibilities of the Applicant

- A. Employees of the State of Mississippi, DFA, SBE, MDE, or MSDB, are not liable for any injury which may occur to any person prior to the start of events, during events, and following events.
- B. All exhibits, art, photographic exhibits, banners, streamers, or posters, used during an event must be on freestanding displays. Such materials may not be hung from walls or railings. No adhesives or tape of any type will be allowed on any surface of any MSDB building.
- C. Tents requiring anchors/stakes in the ground will not be allowed without written permission by the MSDB at least five (5) business days prior to the event.
- D. The Applicant is responsible for clean-up fees (if applicable) paid directly to the MSDB custodial staff members.
- E. The Applicant shall be responsible for any costs incurred by the State of Mississippi, DFA, MDE, SBE, and/or MSDB related to damages resulting from the event and/or exhibit.
- F. The Applicant is responsible for providing any audio/visual, electrical, computer, and communication equipment needed for events and/or exhibits.
- G. Food shall not be prepared inside or on the grounds of the MSDB without prior written authorization. Warming devices utilizing electricity are acceptable.
- H. Open flames shall not be utilized to warm food.
- I. All reservations for MSDB facilities are non-refundable.
- J. MSDB is a smoke-free campus

VIII. Responsibilities of MSDB

- A. The MSDB shall provide applicant with access to a power source for the event/display, but extension cords shall not be provided by MSDB.

- B. Security requirements shall be provided through MSDB's Guard One Security Company. If additional security is required, the applicant is responsible for providing the service at their own expense, and shall provide documentation to MSDB five (5) business days prior to the event.

- C. Chairs, podiums, or other equipment ordinarily required for ceremonies, presentations, or performances may be used with prior approval from MSDB.

- D. The MSDB has a limited supply of equipment that may be utilized for indoor use only upon written request.

IX. Indemnifications

- A. The applicant agrees to the fullest extent allowed by law to indemnify, defend, save, and hold harmless the SBE, MDE, and/or MSDB, and all of its officers, employees, and agents from any and all claims, demands, liabilities, suits, proceedings, losses, damages, costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expense, and attorney's fees that may arise during or be caused in any way by any third party which result from the applicant's presence, equipment or use of buildings within the MSDB.

- B. The applicant agrees that the SBE, MDE, MSDB, and all of its officers, employees, and agents are now and hereafter relieved of any and all responsibility and liability for any and all injury, loss or damage the applicant, its agents and invitees or their property may incur because of or during the applicant's use of the MSDB buildings. Therefore, the applicant on its own behalf and on the behalf of its agents and invitees hereby agrees to hold harmless, indemnify and defense the SBE, MDE, and/or MSDB, and all of its officers, employees, and agents from and against any and all costs, damages, fees, expenses, or liability of any type or nature related to the same.

- C. The applicant further covenants and agrees to indemnify and to fully pay and reimburse DFA and/or MSDB any and all costs of replacement of damaged property; and for the restoration and repair of buildings within the MSDB, which in any way are damaged, destroyed, or otherwise defaced or harmed because of use by the event holder, its agents, or invitees.

X. General Agreement and Acknowledgment

The Applicant understands that a Keyholder, who is an MSDB employee appointed by the school principal or his/her designee, shall be paid by the Applicant (if applicable) and shall always be present while Applicant is using the facility. Applicant agrees that if Applicant fails to abide by or comply with the Facility Use Policies and Procedures or the terms and conditions of this Facility Use Application that the SBE, MDE, and/or MSDB, and all of its officers, employees, and agents, in their sole discretion, may terminate the Applicant's use of the facilities immediately, void the agreement, and the Applicant's use may be cancelled and any future use may also be prohibited.

Applicant acknowledges that it has read and understands the MSDB Facility Use Policies and Procedures. Applicant understands and agrees that use of school facilities shall not interfere with school use and shall exemplify the high standards of the MSDB. Applicant's use of school facilities shall not in any way conflict with or displace a school class, school activity, school event, or disrupt the educational process or interfere with the regular instructional program of a school.

Applicant agrees that it shall not begin use of any kind of any school facility until its application has been approved by the appropriate official of the MSDB. Applicant agrees to pay the facility use fee in full before the application may be approved and agrees to pay all MSDB keyholders and custodians on the last day of the event.

By signing below, the applicant agrees to the terms of this agreement and acknowledges that required proof of liability insurance no less than \$1,000,000 has been provided to the MSDB no later than five (5) business days prior to the event.

Signature of Applicant/Applicant's Representative

Date

Signature of MSDB Superintendent

Date

For MSDB Use Only:

1. Final total FACILITY fees collected in full to MSDB Activity Fund prior to the event: \$ _____ Date Collected _____ Date Deposited _____

2. Final total fees paid DIRECTLY TO MSDB EMPLOYEES directly to MSDB on the last day of the event:

A. Employee's Name _____

\$ _____ Date Paid _____ Total Hours _____

Rate/Hour _____ Total Paid _____

B. Employee's Name _____

\$ _____ Date Paid _____ Total Hours _____

Rate/Hour _____ Total Paid _____

C. Employee's Name _____

\$ _____ Date Paid _____ Total Hours _____

Rate/Hour _____ Total Paid _____

Signature of MSDB Superintendent

Date

Signature of Director of Finance & Combined Services

Date