

CONTENTS

SECTION 4 - USE OF SCHOOL BUILDINGS, GROUNDS AND EQUIPMENT

4.1	General Policies Pertaining to Use of School Buildings and Grounds	Page 4-1
4.11	Philosophy and Statutory Provision	Page 4-1
4.12	Security and Supervision of Buildings	Page 4-1
4.13	Primary Use and Other Use of Buildings and Grounds	Page 4-2
4.14	Procedure to Apply for Rental/ Use of Buildings and Grounds	Page 4-2
4.15	Restrictive Regulations	Pages 4-2 & 4-3
4.16	Use of Elections	Page 4-3
4.17	Vending Machines or Concessions	Page 4-3
4.18	Loan of Properties and Equipment	Page 4-3
4.19	Compensation for Damage or Loss	Page 4-3
4.110	Disciplinary authority	Page 4-3
4.111	Designation of Areas for Use	Page 4-4
4.112	Payment for Use of Facilities	Page 4-4
4.113	Multiple Use of Facilities	Page 4-4
4.114	Rental of School Buildings on a Full Time Basis	Page 4-4
4.115	Rental of Performing Arts Centers	Pages 4-4 & 4-5
	4.1.15.1 Performing Arts Centers Fee Schedule	Pages 4-5 & 4-6
4.116	Rental of Blue Springs School District Commons Areas	Page 4-6
4.2	Rental Charges	Page 4-7
4.21	Building Space	Page 4-7
	4.2.1.1 Building Space Fee Schedule	Page 4-7
4.22	Grounds	Page 4-7

Appendix 4(1) thru 4(5)

SECTION 4 USE OF SCHOOL BUILDINGS, GROUNDS, AND EQUIPMENT

4.1 General Policies Pertaining to Use of School Buildings and Grounds

- 4.11 Philosophy and Statutory Provision** (June, 2019)
The buildings, grounds, and properties of the school district should be protected as one would protect their home. It is tax money that builds and maintains them, in accordance with Missouri Revised Statutes Section 177.031.

Rev.10/12, 5/19

- 4.12 Security and Supervision of Buildings** (December, 2009)

School principals, teachers, custodians or other school employees are the only persons allowed keys and/or access cards to the buildings. Any person authorized to use a building key and/or access card is responsible for the security of the building. Indiscriminate use of keys and/or access cards may be cause for termination of employment.

No building may be used unless an administrator, teacher, custodian, or other school employee designated by the building principal is present, unless authorized by the superintendent of schools or his designee. It will be decided at the time of application for use whether a custodian must be present.

Each group and/or organization must be accompanied by at least one adult who has been placed in charge and who is responsible for the actions of the group or organization. The adult supervisor will be required to arrive prior to the gathering of persons and will remain until all persons leave the building and the area has been policed to the extent required by the building principal. At the time the application is made for the use of the facilities, the person to be present and to be in charge must be named and will be expected to assume complete responsibility.

If a key or access card is lost or stolen, the employee must notify the Department of Public Safety immediately. There will be a ten dollar (\$10) charge for all lost cards.

Rev. 5/90, 12/09

4.1 (continued)

4.13 Primary Use and Other Use of Buildings and Grounds

(June, 2019)

The school buildings and grounds are to be used primarily for the education of the students and for school functions.

The school buildings and properties of the school district may be used for purposes subject to these policies and upon approval of the building principal and/or superintendent or his/her designee. No person shall be denied use of district facilities because of race, color, religion, national origin, sex, ancestry, or disability. Rev. 9/01, 5/19

4.14 Procedure to Apply for Rental/Use of Buildings and Grounds (June, 2019)

All requests for use of the buildings and grounds must be in writing on the forms provided. **See Appendix 4(1) & 4(4)**. These must be presented to the district activities director, building activities director, or building principal involved at least thirty (30) days prior to the requested use of building or property. Space must be available, and rental must not interfere with the normal operation of the school. At least 75% of the membership of the group must be residents of the R-IV School District unless exception is made by the superintendent or his/her designee. Written evidence of appropriate liability coverage including the district as an additional insured party must be furnished. Upon approval by the appropriate administrator listed above, one copy of the approved request forms will be forwarded to each of the following: the district activities director, the director of buildings and grounds, the applicant, and one copy is to be retained by the principal. Requests for long-term building and grounds use will be reviewed by the superintendent or his/her designee on an annual basis. Application for extended use must be made annually.

Rev. 10/12, 5/19

4.15 Restrictive Regulations (June, 2019)

School facilities shall not be used by any individual, group or organization for any activity that is intended to overthrow the government by force, violence, or other unlawful means.

4.1 (continued)

Activities in conflict with district policy, local, state, and federal laws are not permitted.

School facilities may not be used for any activity or program that discriminates or segregates because of race, color, religion, national origin, sex, ancestry, or disability.

All groups or organizations will be expected to conform to fire and emergency regulations.

Rev. 9/01, 5/19

- 4.16** **Use of Elections** (September, 2001)
Buildings may be used for elections and voter registration providing the facilities are available and adequate. Charges are to be negotiated with the Election Board.
- 4.17** **Vending Machines Or Concessions** (October, 2012)
No vending machines shall be placed, or concessions sold on school property without consent of the building principal and/or the superintendent of schools or his/her designee.
- 4.18** **Loan of Properties and Equipment** (October, 2012)
No school properties and/or equipment shall be loaned to any person or organization with the exception of instances when it is to be used for a Blue Springs R-IV School District function or specifically authorized by the building principal, director of buildings and grounds, or superintendent or his/her designee.
- 4.19** **Compensation for Damage or Loss** (October, 2012)
Any cost for the repair or replacement of damaged or lost equipment, grounds or buildings shall be paid by the person or group responsible for such damage or loss.
- 4.110** **Disciplinary Authority** (June, 2019)
Any administrator or school district employee in attendance or in charge of the building is authorized to supervise the area and will expect the adult in charge to cooperate. The school personnel in charge will report any misbehavior or other problems with the group or organization to the building principal immediately. The building principal shall have the authority to discipline students and deny further use to any person or group who violates board policies on building use.
- Rev. 10/12, 5/19*

4.1 (continued)

- 4.111 **Designation of Areas for Use** (May, 1990)
The administrator or school employee in charge will insure that only the areas listed on the rental form be used by the group or organization and will expect cooperation of the adult in charge of the group.
- 4.112 **Payment for Use of Facilities** (June, 2019)
Payment shall be made per the facilities use contract [See Appendices 4(1)-4(4)]. Payment must be made by check payable to "Reorganized School District No. IV" and adequately identified as to the group or organization authorized to use the facility. Rev. 10/12, 5/19
- 4.113 **Multiple Use of Facilities** (September, 2001)
No building and/or grounds may be used by more than one group at the same time without prior approval of the superintendent or his/her designee.
- 4.114 **Rental of School Buildings On A Full Time Basis**
(June, 2019)
Any school building may be rented on a full-time basis when not being used by the district under the following guidelines: (1) application for rentals on this basis shall be submitted annually to the superintendent at least thirty days before the requested start date and shall be for a one year term subject to approval by the superintendent or his/her designee. Any additional one year terms shall be subject to approval by the superintendent or his/her designee; (2) the facilities shall not be sub-leased or sub-assigned; (3) any person or group assuming responsibility for a school building through a rental agreement shall provide proof of liability insurance with aggregate limits of no less than \$2,000,000 with the district as the named insured to the superintendent of schools prior to occupying the building; (4) the superintendent of schools shall provide notice or a copy of the rental agreement being furnished to the board of education. Any changes to existing rental agreements on file with the district must be approved by the superintendent or his/her designee. Rev. 9/01, 5/19
- 4.115 **Rental of Performing Arts Centers** (December, 2018)
All requests for use of the performing arts centers must be submitted on the proper forms, See **Appendices 4(1)-4(4)**, and may be approved under the following guidelines: (1) school functions will take priority at all times, (2) space must be available,

4.1 (continued)

(3) rental must not interfere with the normal operation of the school, (4) non-profit groups may be granted use of school facilities if authorized by the superintendent or his/her designee, (5) the request must be for one event, (6) at least 75% of the requesting group's membership must be residents of the R-IV School District, (7) the group must employ a school district event manager and a custodian for the duration of the use of the facility, (8) if needed, the group must employ a school district lighting technician and/or a school district sound technician according to the fee schedule, (9) payment for use of the facility shall be according to the fee schedule, (10) the group will be responsible for any damages to the facility, (11) the superintendent or his/her designee is authorized to approve such requests, (12) one adult supervisor from the group renting will be required to be in charge and responsible to the event manager during the use of this facility, (13) proof of liability insurance with aggregate limits of no less than \$2,000,000 naming the district as an additional insured must be on file with the business office prior to the use of the facility, (14) Hold Harmless Agreement signed by a person with authority to bind the group to contracts must be on file with the business office prior to the use of the facility.

Rev. 10/12, 11/18

4.115.1 Performing Arts Center Fee Schedule

Auditorium (Includes Dressing Rooms) -
\$100 per hour, minimum two (2) hours

Event Manager - \$30 per hour, minimum two
(2) hours

Custodian - Current hourly rate plus
overtime if applicable, minimum two (2)
hours

Security Deposit - \$1,000

If necessary, the following charges will
be assessed:

Lighting Rental and Lighting Technician
- \$60 per hour, minimum two (2) hours

Sound System Rental and Sound
Technician - \$60 per hour, minimum two
(2) hours

4.1 (continued)

Audio/Visual Rental - \$10 per hour, per unit

Security - \$30 per hour, two (2) hour minimum

4.116 **Rental of the Blue Springs School District Commons Areas** (June, 2019)

All requests for use of the commons areas at any Blue Springs School District facility must be submitted on the proper forms, **see Appendix 4(1) & 4(4)**, and may be approved under the following guidelines: (1) school functions will take priority at all times, (2) space must be available, (3) rental must not interfere with the normal operation of the school, (4) non-profit groups may be granted use of school facilities if authorized by the superintendent or his/her designee, (5) the request must be for one event, (6) at least 75% of the requesting group's membership must be residents of the R-IV School District, (7) the group must employ a designated district custodian for the duration of the use of the facility according to the fee schedule for use of gymnasiums (see section 4.21.1), (8) if needed, the group must employ a school district event manager, school district lighting technician and/or a school district sound technician according to the fee schedule for use of the performing arts centers (see section 4.115.1), (9) payment for use of the facility shall be according to section 4.112, (10) the group will be responsible for any damages to the facility, (11) the superintendent or his/her designee is authorized to approve such requests, (12) one adult supervisor from the group renting will be required to be in charge and responsible to the event manager during the use of this facility, (13) proof of liability insurance with aggregate limits of no less than \$2,000,000 naming the district as an additional insured, (14) Hold Harmless Agreement signed by a person with authority to bind the group to contracts must be on file with the business office prior to the use of the facility, and (15) hourly fees for use of the Commons area are the same as for use of the Performing Arts Center. **(See section 4.115.1)**

Rev. 10/12, 5/19

4.2 Rental Charges

4.21 Building Space (June, 2019)

There will be no charge for any school connected organization, i.e., Booster Club, PTA, CEA, MSTA, NEA, etc., for the use of the space.

Custodial and building charges will be assessed to the user for any additional expenses that occur for the Blue Springs School District as a result of the activity held, unless waived by the superintendent of schools.

Users will be charged a rental fee according to the schedule listed below:

4.21.1 Building Space Fee Schedule

Refer to Appendix 4(5) for the complete fee schedule

Rev. 10/12, 5/19

4.22 Grounds (October, 2012)

Use of playgrounds and athletic practice fields for recreation purposes will be scheduled by the building principal and generally will not carry a charge; however, use of game fields and other grounds may not be available for use or may require a charge at the discretion of the superintendent or his/her designee.

**BLUE SPRINGS R-IV SCHOOL DISTRICT
APPLICATION FOR USE OF SCHOOL FACILITY**

Please print or type; request must be made at least one week in advance for approval. A certificate of insurance must accompany this form and rental fees, when applicable, must be paid prior to using the facility.

Organization Submitting Application		
Contact Person		Title
Address	Home Phone	Work Phone
Cell Phone	Email Address	
School Or Facility Requested		
Date(s) Requested	Beginning Date	Ending Date
Hours From:	To:	Day Of The Week Requested
Area(s) To Be Used		
Specific Activity		
Equipment Requested		
Restrictions		
Will There Be An Admission Charge for Your Event?		
Responsible Adult In Charge	Business Phone	Home Phone
School Employee Assigned		
<p>Custodial and building charges will be assessed to the user for any additional expenses that occur for the Blue Springs School District as a result of the activity held, and/or for any private for-profit organization, partisan activity or social event not open to the general public; unless waived by the Superintendent of Schools.</p>		
Total Number of Meetings	Custodial Charges	
Building/Facility Charge	Equipment Usage/Setup	
Damage & Repair Expense	Total Expenses	
Approved _____		Date _____
<p>Copies of this form shall be provided to:</p> <p>(1) Director of District Activities and/or Director of Buildings and Grounds</p> <p>(2) Custodian assigned to the activity</p> <p>(3) Building Principal</p>		

**BLUE SPRINGS R-IV SCHOOL DISTRICT
APPLICATION FOR USE OF PERFORMING ARTS CENTERS**

Application may be made to rent the Performing Arts Centers providing your group meets and understands the following guidelines as established by Board of Education Policy 4.115.

1. School functions will take priority at all times.
2. Space must be available.
3. Rental must not interfere with the normal operation of the school.
4. At least 75% of the requesting group's membership must be residents of the R-IV School District.
5. The group must employ a school district event manager and a custodian for the duration of the use of the facility.
6. If needed, the group must employ a school district lighting technician and/or a school district sound technician.
7. Payment for use of the facility shall be according to the fee schedule.
8. The group will be responsible for any damages to the facility.
9. Alcoholic beverages and the use of tobacco, or any product containing tobacco/nicotine, is prohibited on school grounds.
10. One adult supervisor from the group renting will be required to be in charge and responsible to the event manager.
11. Proof of liability insurance must be on file with the R-IV business office prior to the use of the facility.

Organization Submitting Application

<u>Contact Person</u>		<u>Title</u>
<u>Home Address</u>		
<u>Home Phone</u>	<u>Work Phone</u>	<u>Fax Number</u>
<u>Cell Phone</u>	<u>Email Address</u>	
<u>Location of Facility Requested</u>		<u>Date(s) Requested</u>
<u>Access to Facility Needed at:</u>	<u>am</u> <u>pm</u>	<u>Activity Concluded by:</u> <u>am</u> <u>pm</u>
<u>Describe the activity for which the Performing Arts Center will be used:</u>		

Will an admission be charged? Yes No

Name of Adult Supervisor at the Activity
Title Home Phone Work Phone

Please indicate below any special needs you have for your activity and the number of hours they will be needed.
There is a two-hour minimum on all fees except for use of Audio Visual Equipment.

<u>Special Lighting for</u> _____ hrs	Audio Visual Equipment (Please Specify)
<u>Lighting Technician</u> _____ hrs	_____ for _____ hrs.
<u>Sound System for</u> _____ hrs	_____ for _____ hrs
<u>Sound Technician for</u> _____ hrs.	_____ Security for _____ hrs

Other Needs: _____

OFFICE USE ONLY

Event Mgr _____ hrs at \$30 per hr =	_____
Auditorium _____ hrs at \$100 per hr =	_____
Lighting/Light Tech for _____ hrs at \$60 per hr =	_____
Sound/Sound Tech _____ hrs at \$60 per hr =	_____
AV Rental _____ hrs at \$10 per hr =	_____
Custodian _____ hrs at _____ per hr =	_____
Security _____ hrs at \$30 per hr =	_____
Other Charges =	_____
SUBTOTAL	_____
Deposit of \$1000 required	
Minus Deposit Received (-)	_____

BALANCE DUE _____

REFUND DUE _____

Proof of liability insurance received? _____

Group Representative: _____
Date: _____

District Approval: _____
Date: _____

BLUE SPRINGS SCHOOL DISTRICT

Rental/Use of Buildings & Grounds

Reasons Request for Rental/Use of Buildings & Grounds May Not Be Approved or Renewed

1. Rental created an interruption in the educational program
2. Failure to pay required fee on time or in full
3. Damage done to facility, property, or grounds
4. Theft of school district property
5. Agreement was broken
6. Refusal to conform to building or district rules
7. Use of building/grounds by unauthorized persons during rental
8. Failure to contact administrator in charge of renter's change to schedule
9. Use of building without proper assigned supervisor from district
10. Incorrect information on application or contract
11. No adult from organization in attendance prior to event and/or throughout event
12. Failure to submit required forms in a timely fashion
13. Use of building/grounds not in compliance with signed agreement
14. Insurance not adequate
15. Activities in conflict with local, state or federal laws
16. Failure to conform to fire or emergency regulations
17. Use of privately operated vending machines or concessions sold on property without prior approval
18. Equipment/property used without prior permission by administrator in charge
19. Membership of organization falls below 75% from Blue Springs School District unless approved by superintendent
20. Failure to compensate district for lost or damaged equipment, grounds, and/or buildings in a timely fashion
21. Disruptive/Inappropriate behavior of group membership
22. Use of building or grounds by more than one group at any given time unless given permission by superintendent or designee
23. Use/rental interfered with operation of school
24. Uncooperative behavior of members of the group or adult supervisor
25. Changes in school schedule

**APPLICATION TO USE PROPERTY AND/OR FACILITIES
OF THE BLUE SPRINGS R-IV SCHOOL DISTRICT
AND AN AGREEMENT OF HOLD HARMLESS**

In consideration of the District's allowing the undersigned ("User", whether individuals or entities) to use its grounds and facilities described below, User agrees to the following:

1. User agrees to indemnify and hold District and all of its employees, Board, agents, and representatives harmless and pay all costs, claims, and damages, whatsoever, arising out of its use of the District's grounds and facilities described below; included in this indemnification and hold harmless covenant is all of District's court costs, attorney fees, damages, judgments, and any other monetary costs whatsoever arising out of this use.
2. User's responsibilities and obligations will include claims and/or damages of any kind, whether made by its members, associates, athletes, or by its or their guests, invitees, parents, spectators, or any other persons or property on or near the District's grounds and facilities as the result of the undersigned's use.
3. User understands that it cannot assign, transfer or agree or covenant in any form nor fashion with any other person or entity to use the District's grounds and facilities described below without the written consent of District.
4. User will provide and evidence insurance coverage in favor of District in further consideration of its use of the District's grounds and facilities described to the extent of \$2 Million Dollars per each claim and occurrence; coverage will be evidenced to District by a separate insurance certificate or by adding District as an additional insured to an existing policy; insurance shall be issued by a Missouri approved insurance carrier; insured coverage shall include all claims for damages to persons or properties; insured coverage shall also include claims made by the undersigned, its members, athletes, associates, coaches, parents, referees, guests, invitees or any related spectators and coverage shall include not only activities on the grounds and facilities described below, but also, claims made for damages at any other grounds or facilities owned or used by the District and related to the User's activities; the referenced insurance certificate(s) required shall be attached to this document and made a part hereof.
5. User is responsible at its costs to police, maintain, and clean the District's grounds and facilities during and after their use.
6. The covenants and provisions listed below are a part of this agreement.
7. Alcoholic beverages and the use of tobacco, or any product containing tobacco/nicotine, is prohibited on school grounds.
8. The District may cancel this Agreement on verbal or written notice to the User's contact person at any time and for any reason without cause or penalty.
9. The User may cancel this Agreement if written notice is provided to the District prior to the date of use.

USER:

This application is approved and accepted by
District on this _____ day of _____,
20____ by:

Signature _____

Printed Name: _____

Address: _____

Telephone: _____

Responsible Party: _____

Date: _____

Description of Grounds and Facilities, Location:	Times of use:	Ending date of this agreement:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SPECIAL PROVISIONS, IF ANY:

Blue Springs R-IV School District

Facility Use Fee Schedule

Interior Facilities	
Locations	Fees
Gym	\$30 per hour
BSSHS/BSHS Gyms	Not available
Media Center	\$30 per hour
Classrooms	\$30 per hour
Custodial Fees	\$35 per hour
Exterior Facilities	
Locations	Fees
Grass Fields	\$100 per hour
Synthetic Field	\$150 per hour
Custodial Fees	\$35 per hour
Supervisor Fees	\$35 per hour
<p>*All rental fees are charged a minimum of two hours</p> <p>*Fees for using the school facilities on a regular basis for worship services shall be according to fee schedule.</p>	