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Appendix 4(1) thru 4(4)

## **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** (May, 1990)

It should be considered a privilege to be allowed the use of the buildings, grounds, and properties of the school district. They should be protected as one would protect their home. It is tax money that builds and maintains them.

Under the laws of Missouri, "The school board having charge of the school houses, buildings, and grounds appurtenant hereto may allow the free use of the houses, buildings and grounds for the free discussion of public questions or subjects of general public interest, for the meeting of organizations of citizens, and for any other civic, social and educational purpose that will not interfere with the prime purpose to which the houses, buildings and grounds are devoted. If an application is granted and the use of the houses, buildings or grounds is permitted for the purposes aforesaid, the school board may provide, free of charge, heat, light and janitor service therein when necessary, and may make any other provisions, free of charge, needed for the convenient and comfortable use of the houses, buildings and grounds for such purposes, or the school board may require the expenses to be paid by the organizations or persons upon whose application, or at whose request, the use of any schoolhouse, building, or part thereof of any grounds appurtenant thereto, is permitted as herein provided, shall be jointly and severally liable for any injury or damage thereto which directly results from the use, ordinary wear and tear expected." Section 177.031 RSMo.

#### **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.

#### 4.12 (continued)

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, Rev. 12/09

#### 4.13 Primary Use and Other Use of Buildings and Grounds

(September, 2001)

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.

#### 4.14 Procedure to Apply for Rental/Use of Buildings and Grounds

(June, 2003)

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 building principal involved at least one week 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 premises liability coverage including the district as an additional insured party must be furnished. Upon approval by the principal, one copy of the approved request forms will be forwarded to the director of buildings and grounds, one copy to the custodian assigned to cover the activity, one copy to be retained by the

4.14 (continued)

principal, and one copy provided for the applicant. The superintendent or his/her designee shall be notified. Requests for long-term building and grounds use will be reviewed by the superintendent or his/her designee on an annual basis. **See Appendix 4(3)** Application for extended use must be made annually.

4.15 **Restrictive Regulations** (September, 2001)

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.

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

School facilities may not be used for any activity or program that reflects on, or discriminates against, persons of any race, color, creed, or national origin.

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

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** (May, 1990)

No vending machines shall be placed, or concessions sold on school property without consent of the building principal and/or the superintendent of schools.

4.18 **Loan of Properties and Equipment** (September, 2001)

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 R-IV 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** (September, 2001)

Any cost for the repair or to 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** (May, 1990)  
Any administrator or school district employee in attendance or in charge of the building is authorized to stop any rowdyism 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.
- 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** (May, 1990)  
Payment shall be made prior to use of facility. Method of payment for use of facilities by church groups shall be determined on an individual basis. 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.
- 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**  
(September, 2001)  
Any school building not being used to house students may be rented on a full time basis under the following guidelines: (1) rentals on this basis shall not exceed a period of one year and shall not be renewable; (2) the facilities shall not be subleased or subassigned; (3) requests for rental of such buildings shall be directed to the superintendent of schools; (4) any person or group assuming responsibility for a school building through a lease or rental agreement of more than 30 days shall provide rental insurance with the district as the named insured and shall provide proof of this insurance to the superintendent of schools prior to occupying the building; (5) the superintendent of schools is authorized to approve or disapprove such request with notice or a copy of the rental agreement being furnished to the board of education.

**4.115      Rental of Performing Arts Centers      (July, 2002)**

All requests for use of the performing arts centers must be submitted on the proper forms, **see Appendix 4(2) & 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) the group must be a not-for-profit group (5) any booster club or organization that is associated with or represents a for-profit organization or any other group that is associated with or represents a for-profit organization or business will not be eligible, (6) the request must be for one event not to exceed a 24 hour period each fiscal year, (7) at least 75% of the requesting group's membership must be residents of the R-IV School District, (8) the group must employ a school district event manager and a custodian for the duration of the use of the facility, (9) if needed, the group must employ a school district lighting technician and/or a school district sound technician according to the fee schedule, (10) payment for use of the facility shall be according to the fee schedule, (11) the group will be responsible for any damages to the facility, (12) the superintendent or his/her designee is authorized to approve such requests, (13) 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, (14) proof of liability insurance must be on file with the business office prior to the use of the facility.

**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 - \$1000

**4.115.1 Performing Arts Center Fee Schedule** (continued)  
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  
Audio/Visual Rental - \$10 per hour, per  
unit  
Security - \$20 per hour, two (2) hour  
minimum

**4.116 Rental of the Blue Springs School District Commons Areas**  
(July, 2007)

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) the group must be a not-for-profit group (5) any booster club or organization that is associated with or represents a for-profit organization or any other group that is associated with or represents a for-profit organization or business will not be eligible, (6) the request must be for one event not to exceed a 24 hour period each fiscal year, (7) at least 75% of the requesting group's membership must be residents of the R-IV School District, (8) 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), (9) 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), (10) payment for use of the facility shall be according to section 4.112, (11) the group will be responsible for any damages to the facility, (12) the superintendent or his/her designee is authorized to approve such requests, (13) 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, (14) proof of liability insurance 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 gymnasiums. **(See section 4.21)**

## 4.2 Rental Charges

### 4.21 Building Space (August, 1993)

There will be no charge for any school connected organization, i.e., Booster Club, PTA, 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, 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.

Social, partisan, and for profit organizations will be charged a rental fee according to the schedule listed below:

Gymnasium - \$25.00 per hour, minimum of two (2) hours. The Blue Springs High School Herschel Neil Gymnasium and the Blue Springs South High School Gymnasium shall not be rented to outside groups or individuals.

Custodian - if needed - to be paid hourly rate, or overtime rate, whichever applies, minimum of two (2) hours.

Kitchen Use - Any activity requiring use of cafeteria equipment in preparation of food must engage the number of cafeteria personnel required to handle the activity. The number of personnel required shall be determined by the director of food services. Pay will be at the base rate or base plus overtime rate, as applicable.

Fees for using school facilities on a regular basis for worship services shall be according to fee schedule.

Agencies not covered above will be negotiated individually.

### 4.22 Grounds (May, 1990)

Use of playgrounds and athletic fields for recreation purposes will be scheduled by the building principal and generally will not carry a charge; however, use of lights and use of grounds may require a charge at the discretion of the board of education.

#### 4.3 Smoking Regulations (1989)

All students, teachers, employees and visitors of Reorganized School District No. 4 will be prohibited from using tobacco products or derivatives while inside any elementary or secondary facility, on any elementary or secondary school site, or on school buses. The use of tobacco products by non-student adults who are attending school sponsored activities during periods of time when school is not in session will be allowed in designated areas.

*Reviewed 2001*

**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
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		
<b>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.</b>		
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 for:</p> <p>(1) Director of Buildings and Grounds,</p> <p>(2) Custodian assigned to the activity,</p> <p>(3) Building Principal, and</p> <p>(4) Applicant.</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.

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. School functions will take priority at all times.</li> <li>2. Space must be available.</li> <li>3. Rental must not interfere with the normal operation of the school.</li> <li>4. The group must be a not-for-profit group.</li> <li>5. The request must be for one event not to exceed a 24-hour period each fiscal year.</li> <li>6. At least 75% of the requesting group's membership must be residents of the R-IV School District.</li> <li>7. The group must employ a school district event manager and a custodian for the duration of the use of the facility.</li> </ol> | <ol style="list-style-type: none"> <li>8. If needed, the group must employ a school district lighting technician and/or a school district sound technician.</li> <li>9. Payment for use of the facility shall be according to the fee schedule.</li> <li>10. The group will be responsible for any damages to the facility.</li> <li>11. One adult supervisor from the group renting will be required to be in charge and responsible to the event manager.</li> <li>12. Proof of liability insurance must be on file with the R-IV business office prior to the use of the facility.</li> </ol> |
|---|--|

**Organization Submitting Application**

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

Location of Facility Requested \_\_\_\_\_ Date(s) Requested \_\_\_\_\_

Access to Facility Needed at: \_\_\_\_\_ am \_\_\_\_\_ pm Activity Concluded by: \_\_\_\_\_ am \_\_\_\_\_ pm

Describe the activity for which the Performing Arts Center will be used: \_\_\_\_\_

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.

_____ Special Lighting for _____ hrs _____ Lighting Technician _____ hrs _____ Sound System for _____ hrs _____ Sound Technician for _____ hrs.	Audio Visual Equipment (Please Specify) _____ for _____ hrs. _____ for _____ hrs _____ Security for _____ hrs
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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 \$20 per hr =	_____

Other Charges = \_\_\_\_\_

SUBTOTAL \_\_\_\_\_

Deposit of \$1000 required \_\_\_\_\_

Minus Deposit Received (-) \_\_\_\_\_

**BALANCE DUE** \_\_\_\_\_

**REFUND DUE** \_\_\_\_\_

Proof of liability insurance received? \_\_\_\_\_

Group Representative: \_\_\_\_\_

District Approval: \_\_\_\_\_

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

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. Rowdy 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 \$1 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.

This application is approved and accepted by  
District on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by:

\_\_\_\_\_

**USER:**

\_\_\_\_\_  
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:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_