# Springfield Public Schools

# **USE OF SCHOOL FACILITIES**

As a service to the community, The School District of Springfield, R-12 may allow groups and individuals to use district facilities.

- Community use of District facilities is subject to Board of Education Policy KG
- Facility and staff support fees are assessed to protect the investment made by our community.
- The Facility/Staff Support Fee Schedule is approved by the Board of Education.

## FACILITY RENTAL STEPS:

- 1. Determine your GROUP using the chart on page 2. The District makes the final determination of group assignment.
- 2. Refer to the fee schedule and requirements for the facility you wish to use (Page 2). Both Facility and Staff Support charges may apply.
- 3. Read the SPS R-12 Use of School Facilities Information, Rules and Regulations, and Terms and Conditions (Pages 3-5).
- 4. Complete the on-line application for use of school facilities (Page 6).
- 5. Send the SPS R-12 Use of School Facilities to: facilityrentals@spsmail.org. You are agreeing to the terms and conditions contained within this communication. Please allow two weeks for approval.
- 6. When approved, information provided in this communication and in your application become your contract.

### Scheduling notes:

**Conflicts due to unforeseen circumstances**– Occasionally District events may need to be relocated to a contracted location due to unforeseen circumstances such as weather, event schedule changes, or site damage. In these cases, the contracted outside organization event will be moved to a like district facility. If a like facility is unavailable, the contracted event will be rescheduled.

**School Cancellations** - In the event school is cancelled due to weather or any reason beyond the control of the school district, events previously scheduled for that day or evening will also be cancelled. The cancellation may extend into weekend days and evenings.

Facility Safe Rooms—Locations that serve as FEMA Safe Rooms are open to the public. In the event of a weather warning, your event may be suspended temporarily.

**Cancellations** require 48 hours notice prior to the scheduled event. Failure to notify will result in a minimum custodial fee of \$50. **Custodial working hours** vary by site and include evening hours when a District custodian is working a regularly scheduled shift.

## **GROUP DESCRIPTIONS AND HOURLY FACILITY & PERSONNEL RATES**

	Group 1 Internal	Group 1a Internal –Direct Support Groups	Group 2 Community Groups	Group 3 Other Groups & Outside Revenue Generating Events		
Group Descriptions and examples:	SPS activities and Organizations: School teams, clubs, groups using District accounts for accounting func- tions.	Specifically approve groups whose purposis to develop and gro SPS programs. (pg. 3	are not directly associated with SPS.	Types of groups: Churches, Private organizations, Private Schools, Businesses, Club sports teams. Types of events: Fund-raising events for non-SPS groups. Events (other than those benefitting SPS) for which admission is charged. Club sports practices. Non-SPS sports/fine arts events.		
		CERTIFICATES OF INSURANCE required for all events				
Group-Specific Notes:			Custodial service fees will apply out- side of normal custodial working hours. Usage is subject to Frequency Guidelines outlined on page 3.			
District Space Per-hour facility rates						
Classroom	N/C	N/C	\$40.00	\$50.00		
Cafeteria/All Purpose	N/C	N/C	\$40.00	\$150.00		
Gymnasium	N/C	N/C	\$40.00	\$150.00		
Auditorium	N/C	N/C	\$60.00	Minimum \$750 (for first 3 hours), \$150 each addi-		
Kickapoo Performing	N/C	N/C	\$100.00	Minimum \$1,500 (for first 3 hours), \$150 each ad-		
Stadiums	N/C	N/C	\$60.00	Minimum \$750 (for first 3 hours), \$150 each addi-		
Swimming Pools	N/C	N/C	\$40.00	\$200.00		
Parking lots	Parking lots are not available for rental due to potential conflicts with District events or building contracted events.					
ADDITIONAL HOURLY STAFF SUPPORT RATES						
Custodial Overtime			\$32.00 Per rental hour plus 1/2 hour each minimum set-up and take-down.			
Sound and light Board			\$32.00			
Scoreboard Operators			\$32.00			
Food Service			\$32.00			
School Police			5			

# **FACILITY INFORMATION**

#### Group 1a Internal—Direct Support Groups—Eligibility

- 1. Eligibility will be determined by a committee comprised of Directors from Facilities, Risk Management, and Athletics.
- 2. The Group must be organized and conducted by a District Employee for District students for the purpose of developing and growing District programs. A District employee must be present at all times .
- 3. The group organizer may not charge fees to participants (club sports). Groups with nominal fees for equipment or similar expenses will be considered.

#### Frequency Guidelines (applies to groups qualifying for free use during normal custodial working hours (Group 2)

To allow our facilities to be available to as many community organizations as possible, non-District groups eligible for free usage (Group 2) are subject to the following:

- 1. Group 2 free use is limited to a maximum of one site per week, one event per week, and (1) hour duration per event. Additional time will be charged at the appropriate group rate.
- 2. Facilities are available on a first come first served basis and may be booked a maximum of one month in advance in the high schools and middle schools, and three months in advance for elementary schools. (no long-term advance "blocking" of facilities).

#### Facility Equipment

- 1. Requests will be considered on a case-by-case basis for: auditoriums, theaters, and common areas, and use of Kitchen equipment. Use of system personnel, such as stagehands for all use of stage equipment, is required, and additional charges may apply. The District will determine the need for system personnel.
- 2. High school and middle school concession areas are **not** considered part of the rental agreement. School organizations and booster clubs reserve the right to operate concessions at any event. If they choose not to, use of the concession area may be negotiated subject to specific facility restrictions.
- 3. The following types of equipment may not be used by outside organizations: musical instruments, athletic equipment, computers, technical, or laboratory equipment.

#### Turf Field and Basketball Court Usage

- 1. Use of lighted athletic fields must end by 10:00 PM unless prior arrangements have been made.
- 2. No food, including sunflower seeds, gum, or candy products are allowed. No liquids other than water. No tobacco products at any time.
- 3. No striping/marking/staking/taping fields of any kind,
- 4. No sharp or pointy objects on the fields, including high heeled shoes, folding chairs, tents, metal track spikes or cleats, needles, or other small metal objects.
- 5. Field events covers are not to be disturbed.
- 6. No vehicles or motorized equipment, such as mobile camera lifts, on the field or track at any time.
- 7. No Animals, except legal assist animals
- 8. No toxic, flammable, or other dangerous materials.

#### Natatorium and Central Pool Usage Rules-(apply to all events not sanctioned by the District and scheduled through the Athletics office)

- 1. Pools are not for personal use. All swimmers must shower before entering the pool.
- 2. There must be two certified lifeguards to every 20 students . In addition there must be one adult for every ten students for supervision. We are upholding Red Cross Standards.
- 3. There must be a District employee responsible for the facility at all times of usage. The District employee is responsible and will disinfect all restrooms and showers so that the facility is always prepared for normal District activities.
- 4. A lightning meter is on site and should be monitored during inclement weather by the responsible District personnel. The pool must be vacated when lightning is present. All swimmers must sit on the bleachers (if available) or the locker rooms; as long as they are completely clear of the water until the weather is clear.

#### **RULES & REGULATIONS:**

#### Applicant agrees to the following rules governing use of Springfield Public Schools facilities:

#### Violation of rules and regulations may result in loss of rental privileges

- 1. The use of said areas shall not in any way interfere with school activities. The organization is responsible for cleanup for all areas used. Damage to any facility must be reported immediately to the school employee on duty.
- 2. School facilities shall not be used for anything other than use approved in the User Agreement. Group participants are only permitted in the area requested and are not allowed access to other rooms in the building. Entry into other areas of the facility will be considered trespassing and may result in removal from the building.
- 3. A school custodian, and/or other paid employee as designated by the district, must be present during the activity or event. School employees are not permitted to loan their building keys to an outside organization. SPS employees may not be paid directly from any renting entity.
- 4. Groups using facilities must provide supervision, as approved by the district, and must be present for activities involving children. Children must be supervised by an adult at all times. The Group assumes full responsibility for the safety, security, and supervision of the property, and all activities occurring thereon, during its use. the Group warrants that it has exercised a high degree of care in conducting background investigations on all persons who will have access to one or more minors (including children of the participants) to determine their suitability for working with or being present with minors during the groups's use of the property,
- 5. All activities must be orderly and lawful, and must comply with all federal, state and local laws. An outside organization shall not restrict participation in an activity or event taking place at a school facility because of an individual's race, religion, creed, sex, national origin or disability.
- 6. Inappropriate behavior found to be offensive, vulgar, violent, or lewd may result in the immediate cancellation of the event and may result in the site requestor be banned from future use of facilities.
- 7. Alcohol, illegal drugs, weapons or explosives, tobacco products (including e-cigarettes, vapors, etc. are prohibited in school facilities and on school property.
- 8. The number of attendees may not exceed the occupancy load authorized and must be in compliance with local fire codes.
- 9. It is expressly agreed and understood that this agreement shall not operate or be construed to create the relationship of landlord and tenant between the District and Group under any circumstances whatsoever.
- 10. Outside organizations or internal organizations may not sublease school facilities to other organizations or individuals, or transfer or assign their use agreement to anyone.
- 11. Individuals and district personnel are not eligible to apply for use of school facilities for personal use.
- 12. Food and beverages, if approved in advance, are allowed inside of designated areas only.
- 13. Outside groups may not make any modifications to school facilities in order to accommodate their use of the facility. This includes modifications to the electrical, heating, cooling, ventilation or plumbing systems, or to the structure or grounds of the facility. Signs, banners, permits, etc., may not be erected or displayed on school property unless the permission of the district is obtained in advance and only if such displays do not deface school property.
- 14. Parking is permitted only in designated areas.
- 15. The district reserves the right to require security or additional custodial personnel as required (additional charges may apply).
- 16. Outdoor sports including but not limited to football, baseball, softball, and soccer are not permitted inside school facilities.
- 17. Groups using facilities are responsible for consulting with the district leadership/site administrator regarding compliance with the existing school/building safety plan.
- 18. No use agreement may exceed a term of 100 days.

## **TERMS AND CONDITIONS**

### AUTHORIZED REPRESENTATIVE - ONE PER GROUP

One person should be designated by the contracting organization to assume the responsibility for the conduct of all other persons in the organization. That person's name, address and phone number should appear on the SPS R-12 application for use of facilities. ALL requests must be made by the designated organization representative. No communications relative to the use of any facility shall be made through third-party representatives. The individual representing the contracting party shall assume full responsibility for assuring that the regulations set forth in the agreement are followed. The designated organization representative will be responsible for any and all payments due to the District.

INVOICES	INSURANCE COVERAGE
Invoices will be emailed within two weeks of the event start date. Payment is due upon receipt of invoice un- less otherwise noted. Payments made with a credit/	The applicant will procure and maintain at its sole cost and expense, comprehensive general liability insurance with limits no less than <b>\$300,000</b> per occurrence.
debit card will be charged a 2% convenience fee. Un- paid invoices may result in loss of facility use privileges.	A Certificate of Insurance must be provided naming as certificate holder and additional insured on a primary and non-contributory basis:
Some facility/personnel fees may require payment prior to the event. Payment should be remitted to: Springfield Public Schools Attention: Finance 1359 East St. Louis Street Springfield Mo 65802	School District of Springfield R-12 1359 East St. Louis Street Springfield, MO 65802 The Certificate of Liability Insurance must be returned with the completed facility use application, and must provide evidence of coverage for the dates being scheduled.
<b>CONTACT INFORMATION</b> Questions regarding the group status of your organiza- tion or use of facilities may be directed to the Building Services Office @ 417-523-0405	<b>RESPONSIBILITY FOR DAMAGES</b> The Renter is liable for all damages, expenses and losses, including theft and property loss, caused by any person who attends, participates in, or provides goods and services connected with the Renter's use of the facility and all tangible property.

### HOLD HARMLESS CLAUSE

The applicant shall indemnify, defend and hold harmless Springfield Public Schools R-12, the Board of Education, its officers, agents, servants and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, for bodily injury, sickness, disease or death sustained by any person or persons, or injury, damage to, destruction or loss of property, directly or indirectly arising out of or relating to, or in connection with the applicant's use of Springfield Public Schools pursuant to this agreement.

Springfield Public Schools	Is this event open to the public? Y N	Is facility setup or equipment required?	
	Will there be admission or participation fees? Y N	Scoreboard Basketball Goals	
Application For Facility Use	Is this activity sponsored by the school district? Y N	Volleyball Nets Mats Tarp	
	Is this a fundraising activity? Y N	Other:	
ACTIVITY/EVENT INFORMATIONMeetingTournament/MeetGame	Do funds raised go into a district account? Y N	PA/MIC SCREEN PROJECTOR CHAIRS # Setup	
PracticeFundraiserCamp or Clinic Other:	ORGANIZATION / CONTACT INFORMATION	TABLES #   Setup     Other:	
Omer	Name of Individual or Organization		
	· · · · · · · · · · · · · · · · · · ·	User hereby agrees to all of the charges, us-	
LOCATION/SITE REQUESTED:	Organization Representative (Contact)	age rules, and terms and conditions noted in the Springfield Public Schools Use of Facilities document (Pages 1-5). The undersigned war-	
<b>ROOMS REQUESTED:</b>	Mailing Address       rants that he/she is an authorized representative of the Organization with authority to execute this agreement and bind the organization		
	City State Zip	hereto:	
DATES & TIMES NEEDED:	()	Name:	
NOTE: FACILITIES ARE NOT AVAILABLE ON NON-SCHOOL DAYS—i.e. HOLI- DAYS, WINTER ,SPRING, & SUMMER BREAK)	Phone Email Address	Signature Date	
DAY MONTH START END	OTHER CONTACTS		
to to	Include information for any individuals not listed above that may be present during the event.	PLEASE COMPLETE THE ENTIRE APPLICATION AND RETURN BY EMAIL TO:	
to	Name	facilityrentals@spsmail.org	
Custodians are required a minimum of 30 minutes before & after an event for set up and	()		
break down.	Phone Email Address	District Use: Approved Declined COL	
ONGOING DATES AND TIMES to	Name	Schedule ID# Invoice #	
to	()	Group 1 1a 2 3	
		Signature: Date:	