# POPLAR BLUFF SCHOOL DISTRICT

# RULES AND REGULATIONS GOVERNING COMMUNITY USE OF SCHOOL PROPERTY AND KIWANIS BACON PARK

REVISED AND BOARD APPROVED

May 2016

# POPLAR BLUFF R-I SCHOOL DISTRICT RULES AND REGULATIONS GOVERNING COMMUNITY USE OF SCHOOL PROPERTY

School buildings and grounds are public property. They are made available to the public as is consistent with those laws of the state of Missouri pertaining to schools, with policies of the Poplar Bluff School District Board of Education, and with primary uses for which schools were erected and are maintained. In granting community use of property, the Board of Education will at no time surrender control of such property. School activities will take precedence over all others. Access to buildings will be determined by the principal and the Director of Buildings and Grounds.

#### I. ELIGIBLE USERS

- A. Organizations permitted the use of Poplar Bluff Public School facilities are:
  - 1. Civic groups
  - 2. Political parties
  - 3. Religious groups
  - 4. Other local groups at the discretion of the Superintendent of Schools or his/her designated representatives.

#### II. CONDITIONS OF USE

- A. Permits are granted with the understanding that the school district reserves first claim on all school property. CANCELLATIONS may be ordered whenever necessary. Responsibility for the issuance and cancellations of permits will be vested in Superintendent of Schools or his/her designated representatives. The school district may monitor the activity and reserves the right to cancel the activity (before or during the scheduled time) if the guidelines are violated.
- B. Concession stands will be operated by the school district. The superintendent or his/her designated representatives are authorized to allow specific groups use of the concession stands for fund raising purposes when the funds will be utilized for school related projects.
- C. When school facilities are used there must be at least one school custodian or other school employee on duty.
  - 1. The Director of Buildings and Grounds will determine the number of custodians needed to service an activity.
  - 2. For groups such as Boy and Girl Scouts, which meet on a regular basis and have a definite organization of responsibility, the Director of Buildings and Grounds may waive the requirement for having a custodian present.
  - 3. Arrangements for custodians should be made with the Director of Buildings and Grounds.
  - 4. A charge of \$50.00 for custodial services, plus a charge of \$12.50 per hour will be made for each custodian used.
  - 5. Custodians are not to be paid by the renter. Renter will be billed by the district.
- D. At least one foodservice employee must be on duty when foodservice areas (service lines and kitchens) are used by others. Arrangements for this service are to be made by calling 573-785-0486 and speaking with the Director of Dining Services. A minimum charge of \$25 will be paid to this employee and additional charges will be assessed accordingly. This rule is mandatory.

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- E. All organizations are subject to charge except school groups. Checks covering rental of buildings and custodial charges will be made payable to the Poplar Bluff School District, 1110 N. Westwood, Poplar Bluff, MO 63901-3336. All charges will be paid prior to use of the building.
- F. There will be no building rentals for public use on Thursdays of each week. This is reserved for school related use only.
- G. There will be no building rentals on holidays or days when the staff is not working.
- H. All building use and rentals MUST be approved by the Director of Buildings and Grounds.
- I. The football field area will be used for school and athletic events ONLY. The stadium can be used for special events with restrictions on activities and equipment. No heavy equipment and/or animals will be allowed on the track or football field.
- J. No keys will be issued to any individual or group without the permission of the Superintendent of Schools or his/her designated representative or the Director of Buildings and Grounds. There will be a \$20.00 deposit on keys with deposit refunded when keys are returned. DUPLICATES ARE NOT TO BE MADE WHEN YOU ARE IN POSSESSION OF THE KEYS.
- K. THE SENIOR HIGH GYM, JUNIOR HIGH GYM, KINDERGARTEN GYM, AND MIDDLE SCHOOL GYM WILL BE CLOSED DURING THE MONTH OF JULY FOR REPAIRS AND SEALING THE FLOORS.

### III. CHARGES

A. The following charges will apply to each day of use. This includes practices held in buildings and any use of the stadium. All payments should be made prior to use.

1.	Middle School Gymnasium	\$300.00
2.	Junior High Stadium	300.00
3.	Junior High Gymnasium	225.00
4.	Junior High Girls Gymnasium	200.00
5.	All elementary multipurpose rooms	150.00
6.	Middle School Gym Annex	150.00
7.	Middle School Student Center	300.00
8.	Senior High Commons Area	250.00
9.	Senior High Small Gymnasium	250.00
10.	Kay Porter Theater	500.00
11.	Kindergarten Gymnasium	225.00

Example: 4 days at \$300.00 (\$1,200.00) plus a charge of \$50.00 for custodial services plus custodian 32 hours at \$12.50 per hour (\$400.00) = total charges of \$1650. Charges will be computed on a daily rate and will be based on actual days and employee hours used.

- B. Charges for special equipment needs will be based on a rate chart attached to the application.
- C. The Superintendent of Schools or his/her designated representatives has the authority to waive the above charges when deemed appropriate.

# IV. RESTRICTIONS AS TO USE

- A. No school building will be rented to an individual or individuals for profit making purposes, unless approved by the Superintendent or his/her designated representatives.
- B. Dances will be restricted to those that are school sponsored.
- C. Non-school athletic activities sponsored by profit making organizations where admission is charged are prohibited unless approved by the Superintendent or his/her designee.
- D. This permit does not include permission to use apparatus or other special equipment belonging to the school.
- E. The senior high and junior high gymnasiums will not be rented during the period November 1 through April 1.
- F. Heavy equipment (tractors, riding lawnmowers, etc.) will not be permitted in the main area of the senior high gymnasium, junior high gymnasium, and the Middle School gymnasium where games are played.
- G. The Kay Porter Theater will only be rented for drama or theatrical productions. The theater will not be rented during the school term due to priority being given to high school drama club. Any event requiring stage lighting, sound systems, etc. must be coordinated with the director of the drama club. Additional fees for these services will be determined by the district. Props may not be fastened or attached to the floor. No food or drink will be allowed in the theater.

### V. APPLICATIONS

- A. Applications are to be made to the Director of Buildings and Grounds two weeks prior to date(s) of use. Forms may be obtained from the Director of Buildings and Grounds,
   820 N. 5th Street, Poplar Bluff, MO 63901. The telephone number is 573-785-3338.
- B. All application forms will be returned to the Director of Buildings and Grounds or his designated representative for final approval and processing.
- C. All applicants will be required to sign a Hold Harmless Agreement with the school district. In addition, when deemed appropriate, requesting organizations, will be required to obtain liability insurance to cover their specific event. Proof of liability insurance must be presented to Director of Buildings and Grounds 3 days prior to use of school property.
- D. A master schedule for each building will be maintained by the building principal/director.

  The Buildings and Grounds office will coordinate all applications with each building's master schedule prior to final approval.

# VI. RESPONSIBILITY OF APPLICANT

- A. Building facilities are not to be opened until an adult (21 years or older) supervisor is present. Supervisors must remain until all individuals have cleared the building. The applicant and his/her group or organization will be held responsible for the use of the building; for the conduct of all persons present; for any theft, loss or damage to school property arising from the use thereof, and for prompt payment for such loss, theft or damage.
- B. Applicant must provide an adult supervisor for proper supervision and that supervisor is to be present before and during the activity and after the building/area is cleared. The applicant must provide names and telephone numbers of the person(s) supervising. Supervisors needed per number of people:

1.	0-25	1 supervisor
2.	25-50	2 supervisors
3.	50-70	3 supervisors
4.	75-100	4 supervisors

C. The Poplar Bluff School District R-I requires any group or organization using school district property to provide a Certificate of Insurance reflecting general liability insurance of \$500,000.00 per occurrence if they carry their own insurance. The certificate of insurance should list the school district as an additional insured.

If the insurance is purchased through the Poplar Bluff School District insurance carrier, the applicant must go online to <a href="www.musicprogram.org">www.musicprogram.org</a>, hit the Resource tab at the top, and click on Special Events Coverage. They will be able to receive a quote right on the website and pay by credit card or online check. They will then receive an email confirming coverage that they can forward to the school district to prove that coverage has been obtained.

# VII. TIMES

- A. Time of meeting/activity will be agreed upon when application is made.
- B. Building must be cleared within fifteen (15) minutes after close of meeting/activity.
- C. All buildings must be cleared by 6:00 P.M. on Sunday. Nothing will be scheduled on Sunday nights.
- D. Buildings must be cleared by 11:30 P.M. Monday through Saturday.

#### VIII. CANCELLATIONS

A. Requests for cancellations of permits must be received twenty-four (24) hours in advance of use. Failure to cancel meeting will obligate applicant (even if he/she received use of the building free of charge) to pay custodians and other expenses incurred in opening the building for use.

# IX. ALCOHOL/TOBACCO

- A. The Poplar Bluff School District R-I Board Policy prohibits use of tobacco and the use/possession of alcohol, intoxicants, other control substances, or "look alike" substances that appear to be tobacco, alcohol or controlled substances, or drug paraphernalia by persons on school property.
- B. It will be the responsibility of the organization(s) using the facility to inform the public of the non-use of alcohol/tobacco products and to see that policy is not violated.

### X. ENTERTAINMENT

A. Permission for a performance, exhibit, entertainment or any similar function given for the direct or indirect benefit of a private or commercial interest will not be approved by the Board of Education.

### XI. ADMISSION FEES

A. When tickets are sold or money collected on school property as an admission fee to any function held on school premises, approval by the Superintendent or his/her designated representatives will be required, except when the function is for the immediate aid of the school itself. This restriction shall not prevent groups, societies or associations from requiring dues from their members to defray expenses or contributions for the same purpose.

# APPLICATION FOR USE OF POPLAR BLUFF SCHOOL DISTRICT PREMISES

DATE:			
Name of organization applying	g:		
Name of building to be used:			
Hours of day:	to		
Names, addresses and telepho School District who will be in		ons, other than app	licant, residing in the Poplar Bluff
(Name)	(Address)		(Phone Number)
(Name)	(Address)		(Phone Number)
Nature and purpose of meeting	g/activity:		
Admission fee if any:			
Applicant's signature:			
Phone numbers: (Home)		(Business)	
Approximate number of chairs	s needed:	Tables needed:	
Building charge:	Equipment charge: _		Custodial charge:
Approved by:		Date:	
(Direct	tor of Buildings and Grounds)		
and no changes are to be made by the Board of Education. A school premises.	e within 10 days of the schedule ll charges MUST be paid in adv	d event. The right ance. See general	at least two weeks prior to the event to cancel reservations is reserved regulations governing the use of
Cleared by: Building Principal	//Supervisor	 Date	

# HOLD HARMLESS AGREEMENT

Date:
Weagree to protect, indemnify, save and keep harmless, the Poplar
Bluff School District R-I and the Board of Education against and from any and all loss, cost, damage or
expense, arising out of or from any accident or other occurrence on or about said premises causing injury to
any person or property, including injury to ourselves, and will protect, indemnify and save and keep
harmless the above mentioned parties from any and all claims, costs or expenses arising out of our use of the
premises for the purpose ofat the location
of
We also agree not to allow entrance to the premises or use of the premises by anyone who has not
previously been authorized entrance or use of the premises, and who has not previously agreed to protect,
indemnify, save and keep harmless the Poplar Bluff School District R-I, and whose signatures do not appear
on this agreement.
We also agree to pay for any damages to the premises and equipment caused by our use or negligence,
excluding normal wear and tear of the premises or equipment. We also agree to notify
<del></del>
of any damages or hazardous conditions immediately, and to immediately discontinue use of the premises,
until the condition can be corrected.
Agreement continues on next page.

The following persons have read and a request will be furnished a photocopy	agree to all the conditions on previous page, and up of these conditions:
<del></del>	DATE
	DATE

# **EQUIPMENT RATE CHART**

PLEASE INDICATE WHICH OF THE FOLLOWING YOU WISH TO HAVE PROVIDED BY THE POPLAR BLUFF SCHOOL DISTRICT.

# **TABLES**

There will be a \$2.00 charge for each school district table used.

<u>CHAIRS</u>		
0-50	\$25.00	
51-100	\$50.00	
101-200	\$75.00	
201-300	\$100.00	
<b>STAGE</b>		
Small	8 x 12	\$100.00
Medium	16 x 24	\$150.00
Large	24 x 36	\$200.00

# OTHER CHARGES

Any additional requirements will be subject to agreement with Director of Buildings and Grounds.

# **EXPLANATION OF CHARGES**

Building Rental: Amount charged for use of building.

Custodial Charge: Amount charged for presence of school employee, as required by Rules. Equipment Charge: Amount charged for the setting up and dismantling of equipment used.

# POPLAR BLUFF R-I SCHOOL DISTRICT RULES AND REGULATIONS GOVERNING COMMUNITY USE OF BACON PARK

Through the permission of the Poplar Bluff Kiwanis Club, the use of Bacon Park is under the control of the Poplar Bluff School District R-I. The property is privately owned and is made available to the public as is consistent with those laws of the state of Missouri pertaining to schools, with the policies of the Poplar Bluff School District R-I Board of Education, and with Poplar Bluff city ordinances. School activities will take precedence over all others while school is in session.

#### I. APPLICATIONS

- A. Applications are to be made to the Director of Buildings and Grounds two weeks prior to use. Forms may be obtained from the Director of Buildings and Grounds, 820 N. 5th Street, Poplar Bluff, MO 63901. The telephone number is 573-785-3338.
- B. All application forms will be returned to the Director of Buildings and Grounds or his/her designated representative for final approval and processing.
- C. All applicants will be required to sign a Hold Harmless Agreement with the Poplar Bluff School District R-I/Kiwanis Club. In addition, when deemed appropriate, requesting organizations will be required to obtain liability insurance to cover their specific activity.
- D. A master schedule for the park will be maintained at the office of the Director of Buildings and Grounds.

#### II. RESPONSIBILITY OF APPLICANT

- A. Facilities are not to be utilized until an adult (21 years or older) supervisor is present. Supervisors must remain until all individuals have cleared the facility. The applicant and his/her group or organization will be held responsible for the use of the facility, for the conduct of all persons present, for any theft, loss or damage to the property arising from the use thereof, and for prompt payment for such loss, theft or damage.
- B. Applicant must provide an adult supervisor for proper supervision and that supervisor is to be present before and during the activity and until the area is cleared The applicant must provide names and telephone numbers of the person(s) supervising. Supervisors needed per number of people as follows:

1.	0-25	1 supervisor
2.	25-50	2 supervisors
3.	50-75	3 supervisors
4.	75-100	4 supervisors

- C. The Poplar Bluff School District R-I/Kiwanis Club will not be responsible for accidents.
- D. The applicant will be responsible for the clean up of the area used and locking restroom before leaving.
- E. No alcoholic beverages allowed.

- F. A \$40.00 deposit is required for use of restrooms. Deposit is returned upon an inspection of restrooms and when keys are returned to maintenance office.
- G. Pick up or return keys Monday-Friday between 7:00 a.m.- 4:00 p.m.

# III. TIMES

- A. Time of usage will be agreed upon when application is made.
- B. Park must be cleared within fifteen (15) minutes after close of activity.
- C. Park times will be 7:00 a.m. to 10:00 p.m.

# IV. CANCELLATIONS

A. Requests for cancellations of permits must be received twenty four (24) hours in advance of activity. Failure to cancel activity will obligate applicant (even if he/she received use of the facility free of charge) to pay other expenses incurred in opening the facility for use.

# APPLICATION FOR USE OF KIWANIS BACON PARK

DATE:		_	
Name of organization applying:			(m) *(i - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
Specific area to be used:			
Date(s) desired:			
Hours of day:		to	
Names, addresses and telephone Bluff School District who will be			pplicant, residing in the Poplar
(Name)	(Addres	is)	(Phone Number)
(Name)	(Address	s)	(Phone Number)
Nature and purpose of activity: _			
The undersigned agrees to be respondent, for any damage which muse of the premises.			
Applicant's Signature:			
Address:	,		
Phone Numbers: (Home)			
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	XXXXXXXXXXX	xxxxxxxxxxxxx	xxxxxxxxxxxxxxx
Cleared by:			
Director of Building	s & Grounds	Date	

# HOLD HARMLESS AGREEMENT

Date:	
We	agree to protect, indemnify, save and keep harmless
the Kiwanis Club, the Poplar Bluff School Dis	strict R-I and Board of Education against and from any and all
loss, cost, damage or expense, arising out of or	r from any accident or other occurrence on or about said
premises causing injury to any person or prope	erty, including injury to ourselves, and will protect, indemnify
and save and keep harmless the above mention	ned parties from any and all claims, costs or expenses arising
out of our use of the premises for the purpose	of at the location of
	•
We also agree not to allow entrance to the prer	mises or use of the premises by anyone who has not
previously been authorized entrance or use of	the premises, and who has not previously agreed to protect,
indemnify, save and keep harmless the Kiwani	is Club and the Poplar Bluff School District R-I, and whose
signatures do not appear on this agreement.	
We also agree to pay for any damages to the pr	remises and equipment caused by our use or negligence,
excluding normal wear and tear of the premise	s or equipment.
We also agree to notify	of any damages or hazardous conditions
immediately, and to immediately discontinue u	use of the premises, until the condition can be corrected.
Agreement continues on next page.	

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