

Book	Board Policies
Section	K - SCHOOL-COMMUNITY RELATIONS
Title	Community Use of District Facilities
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Critical

### **COMMUNITY USE OF DISTRICT FACILITIES** ***(Guidelines for Use of District Facilities)***

#### **Philosophy**

Public school buildings are designated primarily for school purposes. However, the Board of Education believes that the schools belong to the community, and welcome use of the school facilities and school grounds as long as such use does not conflict with educational programs of the district and the district incurs no additional expense to make school facilities or school grounds available.

#### **General Procedures**

1. Reciprocal agreements with community-based organizations and municipalities may be established by the superintendent or designee.
2. It shall be the practice of the Board to charge appropriate fees to compensate the district for facility usage. The amount charged will be based on the purpose for which the property is to be used, the extent of use, the cost of services of such use and in accordance with the fee schedule developed under this procedure.
3. Approval for use of the school facilities and school grounds is contingent upon:
  - Not interfering or conflicting with regular school programs/activities.
  - Sponsored by a Lee's Summit R-VII School District community group of which a majority of the members and/or participants reside within the district. (A list of the members may be required.) Usage of school facilities and school grounds by non- resident groups requires approval by the superintendent or designee.
  - Not of a commercial nature unless specifically approved by the Board of Education.
  - Subject to the "Limitations" set forth herein.
  - Contingent upon availability of human and physical resources to meet the needs of the user group.

#### **Limitations**

1. All users must furnish written evidence of appropriate premises liability coverage and will name the district as an additional insured party. The amount of comprehensive liability coverage should be at least \$2,000,000 and must match the amount carried by the school district. Additional coverage may be required.
2. All users must submit a completed application for use of district property. Deliberately supplying false or fraudulent information on the application will minimally result in the user group being prohibited from using

district property for one year and may result in a permanent ban.

3. No food, drink or vending machines shall be allowed on school district property unless prior approval has been given at the time the permit is granted.
4. No storage facilities shall be furnished by the district for equipment or supplies for outside user groups.
5. In accordance with law, when the district allows youth or community groups not affiliated with the district to use district facilities outside of school hours, the district will provide equal access and related services and benefits to groups officially affiliated with the Boy Scouts of America, Girl Scouts of the United States of America, Big Brothers Big Sisters of America, Boys and Girls Clubs of America, or other groups or organizations listed in Title 36 of the U.S. Code that are intended to serve young people under the age of 21.

Only governmental entities or nonprofit community groups (such as the Boy Scouts of America or the Girl Scouts of the United States of America) directly serving district students are permitted to use school buildings during the two hours before and two hours after the official academic day, 10:00 p.m. Monday through Friday, and 6:00 a.m. to 11:00 p.m. on Saturday. Any change in the foregoing hours must have prior approval through Facility Services.

6. Groups may not use district buildings or grounds on days when school is not held or on the weekends without approval by the Board of Education or its designees.
7. Special apparatus or equipment shall not be used without prior approval and only when a district employee is present for the operation and care of the equipment. Separate fees will apply.
8. The purpose for use of the facilities must be clearly stated in the application and shall not be contrary to federal, state or local laws or school Board policy.
9. A building shall not be open unless a district custodian or other Facility Services authorized school employee is on duty.
10. The use of alcoholic beverages, tobacco or illegal drugs on school property is strictly prohibited.
11. Use shall not cause damage to the school facilities or grounds beyond ordinary wear.
12. All groups shall be expected to conform to fire regulations and life safety codes regulated by the jurisdiction having authority.
13. Nothing is to be attached to the walls, ceiling or floors without prior approval.
14. Use of school facilities and school grounds shall be restricted to only that area of the school which was approved in the original application. Usage of facilities or grounds beyond what was approved on the original application will result in additional fees being charged.

### **Supervision and Responsibility**

1. The amount and type of supervision and security required of user groups shall be determined by the district. Costs and arrangements for supervision and security will be the responsibility of the user group.
2. Each user group must have a contact person in place throughout the event who is at least 21 years of age. This adult will be responsible for the actions of the user group. The user group's adult in charge shall be required to arrive early and remain until all persons leave and the conditions of the facilities are properly inspected by this responsible adult in conjunction with a designated district employee.
3. The user group shall agree to pay for all damages or loss to the property beyond ordinary wear. In the event of damage to school property, all costs must be paid by the user group before any further permits shall be approved or honored.
4. The user group is liable for any injury, damage and/or costs during the time of the group's use.
5. Kitchens will be available to all user groups only with prior approval and when a Lee's Summit R-VII Nutrition Services staff member is present for the operation and care of the equipment.

### Applications and Approval

1. All requests for use of school facilities must be completed on forms provided. The application for use of a building or grounds may be secured from the Director of Facility Services.
2. The application shall identify the person responsible for the user group requesting use of the facility and the application must be signed by that person. This individual, who shall agree personally and/or on behalf of the user group on whose behalf he or she is authorized to sign to be responsible for any damage to the property other than ordinary wear and tear due to such occupancy and to indemnify and hold the district and its employees, officers and agents harmless for all liabilities and losses arising out of the permitted use, and for the strict observance of these rules and regulations.
3. All applications for usage of school facilities or school grounds shall be received at least two weeks before date of use. The application process for school property usage will begin on July 1, annually for the current fiscal year.
4. No application shall be issued by telephone.
5. In the event of a change of the school schedule, the school shall have first priority for the use of the school facility and any agreement made with a the user group may be terminated or altered at any time by the district.
6. The approved application is only for the date(s) specified and for the purpose set forth therein.
7. An application is not transferrable.
8. After approval of the application, the applicant shall be furnished a signed copy of the user agreement.
9. The Lee's Summit R-VII School District reserves the right to deny an application. The refusal to grant an application for use of school facilities and/or school grounds may be appealed in writing to the superintendent or designee.
10. The Board of Education reserves the right to terminate, at any time, usage of school facilities and school grounds by outside user groups.

### Charges and Fees

1. User groups, for purposes of determining charges and fees are defined below:

Group A	Group B	Group C
<p><b>Groups That Have A Written Cooperative Use Agreement Or Reciprocal Agreement With Lee's Summit R-VII</b></p> <p><b>OR</b></p> <p><b>Youth Service Groups</b></p> <p><b>Will not</b> be charged for the space they use. Fees for equipment and labor <b>may</b> be charged if the use is beyond normal custodial duties.</p>	<p><b>Public or Not-For-Profit Private Groups That Do Not Have A Written Cooperative Use Or Reciprocal Agreement With Lee's Summit R-VII</b></p> <p><b>Will</b> be charged for the space and equipment they use. Labor and utilities will be charged if use is beyond normal working hours.</p>	<p><b>For Profit Business</b></p> <p><b>OR</b></p> <p><b>For Profit Individual Activities</b></p> <p><b>OR</b></p> <p><b>Individuals</b></p> <p><b>Will</b> be charged for the space they use, plus equipment and labor.</p>
<p>*Examples:</p> <ul style="list-style-type: none"> <li>• Department of Elementary and Secondary Education</li> <li>• MSHSAA</li> </ul>	<p>*Examples:</p> <ul style="list-style-type: none"> <li>• Churches in the LS R- VII community</li> <li>• Homes Associations</li> <li>• Public or private schools/colleges</li> <li>• In-district private schools</li> </ul>	<p>*Examples:</p> <ul style="list-style-type: none"> <li>• Private Individuals</li> <li>• For-profit Businesses</li> <li>• Political Candidates</li> <li>• School Employees providing access for non-school activities.</li> </ul>

Group A	Group B	Group C
<ul style="list-style-type: none"> <li>• Federal, State, County or Local Officials (to benefit R-VII community)</li> <li>• Federal, State, County or Local Governmental Bodies (to benefit R-VII community)</li> </ul>	<ul style="list-style-type: none"> <li>• Adult Service Organizations</li> <li>• Club athletic teams such as GWSA, LSJBA, AAU, LSSA, Legends Volleyball, Kids Wrestling and Pop Warner</li> </ul>	<ul style="list-style-type: none"> <li>• Individual/Group lessons, tutoring, clinics</li> <li>• Non-school national and international tour activities</li> <li>• Out-of District unapproved trips</li> <li>• School Employees sponsoring for-profit agency activity trips.</li> </ul>

\*Note: Examples only, not intended to be an all-inclusive list. Written reciprocal agreements could be created or expire and change a group's status.

2. A schedule of fee(s) shall be reviewed annually and may be updated at any time as the need arises.
3. A deposit payable in advance for school property use may be required.
4. Fees must be paid within ten days of the user group event. Check should be made payable to: Lee's Summit R-7 School District and delivered or mailed to the Board of Education Office, Accounts Receivable, 301 NE Tudor Road, Lee's Summit, Missouri, 64086.
5. In the event it becomes necessary for the district to cancel due to school usage or lack of human or physical resources, the advance deposit shall be refunded.
6. The Board of Education reserves the right to waive or alter the established fee.

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**Note: The reader is encouraged to review policies and/or forms for related information in this administrative area.**

Implemented: 10/12/2001

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Reorganized School District No. 7 Jackson Co., Lee's Summit, Missouri

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For Office Use Only: KG-AP.LS7 (1/12)